Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
January 6, 2009

A meeting of the Fayetteville City Council will be held on January 6, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Oaths of Office: The following elected officials were sworn in by The Honorable Rudy Moore, Jr.:

Brenda Thiel	**Alderman Ward 1**
Matthew Petty	**Alderman Ward 2**
Robert Ferrell	**Alderman Ward 3**
Sarah E. Lewis	**Alderman Ward 4**
Sondra E. Smith	**City Clerk/Treasurer**

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Election of Vice Mayor: Alderman Brenda Thiel was appointed Vice Mayor.
2. Report on the Firemen's and Policemen's Pension and Relief Fund – Mayor
3. Housing Authority Board Appointment: Confirmed appointment of Beautiful Gibson
4. Advertising and Promotion Commission Appointment: Appointed Lioneld Jordan and Robert Rhoads.

Agenda Additions: None.

A. Consent:

1. Approval of the December 2, 2008 and December 16, 2008 City Council meeting minutes. **APPROVED.**

2. **Bid # 08-71 Golden Circle Ford:** A resolution awarding Bid # 08-71 and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 01-09

3. **Bid # 08-72 Honda of Fayetteville:** A resolution awarding Bid # 08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of $38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

   THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA AND TABLED INDEFINITELY.

4. **McKinney Dodge:** A resolution approving the purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 02-09.

5. **Patrick J. Tobin Revocable Trust:** A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 03-09.

6. **Greenland Sewer Service:** A resolution to approve a two year agreement to continue sewer service for Greenland.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 04-09.

7. **Local Police and Firemen's Pension Programs:** A resolution to request legislation to fully and fairly fund Local Police and Firemen's Pension Programs.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 05-09.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through

Phase 1 of the Park West Development from two lanes to a four-lane boulevard. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

Left on the Second Reading

THIS ITEM WAS LEFT ON THE THIRD READING OF THE ORDINANCE AND TABLED TO THE JANUARY 20, 2009 CITY COUNCIL MEETING.

2. **I-PZD 08-3062 (Westside Storage):** An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting and Tabled to the January 6, 2009 City Council meeting.***

   Left on the Second Reading

   THE CONDITIONS OF APPROVAL, NO. 3 AND NO. 7 WERE AMENDED, PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5210.

3. **Villas at Stonebridge Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

   Left on the Second Reading.

   THIS ITEM WAS TABLED TO FEBRUARY 3, 2009 CITY COUNCIL MEETING.

4. **VAC 08-2982 (Markham Hill Cottage Courts):** An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts. ***This ordinance was left on the First Reading at the December 16, 2008 City Council meeting.***

   Left on the First Reading.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5211.

5. **Smith Communications, LLC:** A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site. ***This resolution was tabled at the December 16, 2008 City Council meeting to the January 6, 2009 City Council meeting.***

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 06-09.

C. New Business:

1. **Goodwin & Goodwin, Inc:** A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid # 0863; and approving a 5% project contingency in the amount of $77,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 07-09.

2. **Decco Contractors-Paving, Inc:** A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of $246,724.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 08-09.

Announcements:

1. **City Council Tour: January 05, 2009 4:30 PM**

Adjournment: Meeting adjourned at 7:30 p.m.

City Council Meeting: Jan...y 6, 2009 ..djourn: 7:30 PM

Subject:	Roll				
Alderman Gray was Absent	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	√			
	Gray	Absent			
	Thiel	√			
	Cook	√			
	Petty	√			
	Mayor Jordan	√			

8-0

Subject:	Vice Mayor				
Motion To:	Robert Rhoads Nominated: Brenda Thiel			Shirley Lucas Nominated: Bobby Ferrell	
Motion By:					
Seconded:					
Alderman Thiel was Elected as Vice Mayor	Rhoads	Thiel			
	Ferrell	Ferrell			
	Lucas	Ferrell			
	Lewis	Thiel			
	Gray	Absent			
	Thiel	Thiel			
	Cook	Ferrell			
	Petty	Thiel			
	Mayor Jordan				

Thiel - 4
Ferrell - 3

City Council Meeting: Jan. ary 6, 2009

Subject:	Housing Authority Appointment				
Motion To:	Appoint: Beautiful Gibson				
Motion By:		Cook			
Seconded:		Lucas			
Approved	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	√			
	Gray	Absent			
	Thiel	√			
	Cook	√			
	Petty	√			
	Mayor Jordan				

7-0

Subject:	Advertising and Promotion Commission Appointments				
Motion To:	Appoint: Lioneld Jordan and Robert Rhoads				
Motion By:		Ferrell			
Seconded:		Cook			
Approved	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	√			
	Gray	Absent			
	Thiel	√			
	Cook	√			
	Petty	√			
	Mayor Jordan				

7-0

City Council Meeting: Jan..ary 6, 2009

Subject:	Remove: A.3. Bid # 08-72 Honda of Fayetteville:				
Motion To:		Table Indefinitely			
Motion By:		Ferrell			
Seconded:		Cook			
Removed from Consent	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	√			
	Gray	Absent			
Table Indefinitely	Thiel	√			
	Cook	√			
	Petty	√			
	Mayor Jordan				

7-0

Subject:	Consent				
Motion To:		Approve			
Motion By:		Lucas			
Seconded:		Cook			
Item # 3 Removed	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	√			
Consent Approved	Gray	Absent			
	Thiel	√			
	Cook	√			
Minutes Approved	Petty	√			
	Mayor Jordan				

7-0

01-09 to 05-09

City Council Meeting: January 6, 2009

Subject:	Park West, LLC Cost Share				
Motion To:		3rd Read	Table to January 20, 2009		
Motion By:		Ferrell	Petty		
Seconded:		Petty	Lucas		
B. 1 Unfinished Business	Rhoads	√	√		
	Ferrell	√	√		
	Lucas	√	√		
	Lewis	√	√		
Left on the Third Reading Tabled to January 20, 2009	Gray	Absent	Absent		
	Thiel	√	√		
	Cook	√	√		
	Petty	√	√		
	Mayor Jordan				
		7-0	7-0		

Subject:	I-PZD 08-3062 (Westside Storage)				
Motion To:		3rd Read	Amend Condition of Approval # 3	Amend Condition of Approval # 7	Pass
Motion By:		Ferrell	Lucas	Thiel	
Seconded:		Lucas	Lewis	Lucas	
B. 2 Unfinished Business	Rhoads	√	√	√	✓
	Ferrell	√	√	√	✓
	Lucas	√	√	√	✓
	Lewis	√	√	√	✓
Passed	Gray	Absent	Absent	Absent	absent
	Thiel	√	√	√	✓
	Cook	√	√	√	✓
	Petty	√	√	√	✓
5210	Mayor Jordan				
		7-0	7-0	7-0	7-0

City Council Meeting: January 6, 2009

Subject:	Villas at Stonebridge Appeal				
Motion To:		Table to February 3, 2009			
Motion By:		Rhoads			
Seconded:		Ferrell			
B. 3 Unfinished Business	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	√			
Tabled to February 2, 2009	Gray	Absent			
	Thiel	√			
	Cook	√			
	Petty	√			
	Mayor Jordan				
		7-0			

Subject:	VAC 08-2982 (Markham Hill Cottage Courts)				
Motion To:		2nd Read	Amend to Adopt Amended Exhibits	3rd Read	Pass
Motion By:		Thiel	Lucas	Ferrell	
Seconded:		Cook	Ferrell	Cook	
B. 4 Unfinished Business	Rhoads	√	√	√	√
	Ferrell	√	√	√	√
	Lucas	√	√	√	√
	Lewis	√	√	√	√
	Gray	Absent	Absent	Absent	Absent
Passed	Thiel	√	√	√	√
	Cook	√	√	√	√
	Petty	√	√	√	√
5211	Mayor Jordan				
		7-0	7-0	7-0	7-0

City Council Meeting: January 6, 2009

Subject:	Smith Communications, LLC			
Motion To:		Amend: $750 per month plus 25% of the Revenue of Additional Carriers	Amend: Remove Sub-Section A - Revenue Sharing	Table until after Telecom Board Reviews
Motion By:		Ferrell	Cook	Petty
Seconded:		No Second	Thiel	Rhoads
B. 5 Unfinished Business	Rhoads	Failed for	No	√
	Ferrell	Lack of a	√	√
	Lucas	Second	No	No
	Lewis		No	No
	Gray		Absent	Absent
	Thiel		√	No
	Cook		√	No
	Petty		No	√
	Mayor Jordan			
		Failed for lack of a Second	3-4 - Failed	3-4 - Failed

Subject:	Smith Communications, LLC			
Motion To:		Amend to $850 monthly and 25% of the Revenue of Additional Carriers	Pass	
Motion By:		Rhoads	Thiel	
Seconded:		Ferrell	Ferrell	
Passed	Rhoads	√	√	
	Ferrell	√	√	
	Lucas	No	√	
	Lewis	No	√	
	Gray	Absent	Absent	
	Thiel	√	√	
	Cook	√	√	
	Petty	√	√	
06-09	Mayor Jordan			
		5-2	7- 0	

City Council Meeting: Jan. ..ry 6, 2009

Subject:	Goodwin & Goodwin, Inc.				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Thiel			
C. 1 New Business	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	Absent			
	Gray	√			
Passed	Thiel	√			
	Cook	√			
	Petty	√			
07-09	Mayor Jordan				

7-0

Subject:	Decco Contractors-Paving, Inc.				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Lucas			
C. 2 New Business	Rhoads	√			
	Ferrell	√			
	Lucas	√			
	Lewis	√			
	Gray	Absent			
Passed	Thiel	√			
	Cook	√			
	Petty	√			
08-09	Mayor Jordan				

7-0

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
January 6, 2009

A meeting of the Fayetteville City Council will be held on January 6, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Oaths of Office:

Brenda Thiel	**Alderman Ward 1**
Matthew Petty	**Alderman Ward 2**
Robert Ferrell	**Alderman Ward 3**
Sarah E. Lewis	**Alderman Ward 4**
Sondra E. Smith	**City Clerk/Treasurer**

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Election of Vice Mayor:
2. Report on the Firemen's and Policemen's Pension and Relief Fund – Mayor
3. Housing Authority Board Appointment
4. Advertising and Promotion Commission Appointment

Agenda Additions:

A. Consent:

1. Approval of the December 2, 2008 and December 16, 2008 City Council meeting minutes.

2. **Bid # 08-71 Golden Circle Ford:** A resolution awarding Bid # 08-71 and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

3. **Bid # 08-72 Honda of Fayetteville:** A resolution awarding Bid # 08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of $38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

4. **McKinney Dodge:** A resolution approving the purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items.

5. **Patrick J. Tobin Revocable Trust:** A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed.

6. **Greenland Sewer Service:** A resolution to approve a two year agreement to continue sewer service for Greenland.

7. **Local Police and Firemen's Pension Programs:** A resolution to request legislation to fully and fairly fund Local Police and Firemen's Pension Programs.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

   Left on the Second Reading

2. **I-PZD 08-3062 (Westside Storage):** An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting and Tabled to the January 6, 2009 City Council meeting.***

Left on the Second Reading

3. **Villas at Stonebridge Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

Left on the Second Reading

4. **VAC 08-2982 (Markham Hill Cottage Courts):** An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts. ***This ordinance was left on the First Reading at the December 16, 2008 City Council meeting.***

Left on the First Reading

5. **Smith Communications, LLC:** A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site. ***This resolution was tabled at the December 16, 2008 City Council meeting to the January 6, 2009 City Council meeting.***

C. New Business:

1. **Goodwin & Goodwin, Inc:** A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid # 0863; and approving a 5% project contingency in the amount of $77,000.00.

2. **Decco Contractors-Paving, Inc:** A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of $246,724.00.

Announcements:

1. **City Council Tour: January 05, 2009 4:30 PM**

Adjournment:

FAYETTEVILLE HOUSING AUTHORITY
#1 North School Ave.
Fayetteville, AR 72701-5928
PH: (479) 521-3850 FAX: (479) 442-6771
E-MAIL: fayettevilleha@moregti.net

December 19, 2008

Mayor Dan Coody &
Fayetteville City Council Members
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Dan Coody & Fayetteville City Council Members:

This letter is to confirm that the Fayetteville Housing Authority's Board has elected a new commissioner at its December 16th, 2008, Regular Board Meeting.

The new Commissioner for the Fayetteville Housing Authority Board is Beautiful Gibson. Her term will begin December 28th, 2008 and end on December 28, 2013.

The Fayetteville Housing Authority Board requests that this newly elected commissioner (Beautiful Gibson) be placed on the next City Council Meeting Agenda to be formally confirmed by the municipality's governing body in accordance with the Arkansas State Statue #14-169-208.

If you have any questions, please feel free to call or e-mail.

Sincerely yours,

Fredia Sawin
Executive Director

fs

Fayetteville
ARKANSAS

City Clerk Division

Departmental Correspondence

To: **Mayor Elect Lioneld Jordan**
City Council

From: **Sondra E. Smith, City Clerk/Treasurer** Des

Date: **December 30, 2008**

Subject: **Advertising and Promotion Commission**

The City Council will need to appoint at least one member of the governing body of the City to the Advertising and Promotion Commission. Mayor Dan Coody and Robert Rhoads are currently serving in the two positions that are selected by the governing body. This appointment needs to be made at the January 6, 2009 City Council meeting.

Below is the information from the Advertising and Promotion Board.

MEMBERS: The Commission shall be composed of **seven** members as follows:

- **Four** members shall be owners or managers of businesses in the **tourism industry** (at least three must be owners or managers of hotels, motels, restaurants, or other establishments engaged in the business of selling food for consumption on premises).
- **Two members shall be members of the governing body of the City and selected by the governing body and shall serve at the will of the governing body.**
- **One** member shall be from the public at large.

APPOINTMENT: Vacancies on the Commission whether resulting from expiration of a regular term or otherwise, in any of the four tourism industry positions or the at-large position shall be filled by appointment made by the remaining members of the Commission, with the approval of the governing body of the City.

A-6
Greenland Sewer Service

add to Final
Handed out at Agenda
Session 12-30-08

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A TWO YEAR AGREEMENT
TO CONTINUE SEWER SERVICE FOR GREENLAND

WHEREAS, the Fayetteville-Greenland Sewer Contract entered into on December 21, 1993, officially expires after December 21, 2008; and

WHEREAS, only a short (one year) extension of this Sewer Contract is needed before the anticipated acquisition of Greenland's sewer system into the Fayetteville sewer system can be accomplished.

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 attached *Two Year Agreement to Continue Sewer Service For Greenland* and authorizes Mayor Jordan to execute this contract.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

TWO YEAR AGREEMENT TO CONTINUE SEWER SERVICE BY FAYETTEVILLE FOR GREENLAND

Come now the City of Fayetteville and the City of Greenland and agree to a two year sewer contract for the period of January 6, 2009 until January 5, 2011. The cities agree as follows:

1. Fayetteville agrees that it will continue to operate and maintain the Greenland sewer system and shall treat all wastewater collected within the Greenland city limits (but only for customers who have individual water services provided by Fayetteville). Sewer service to Greenland residents not having Fayetteville water service may be furnished provided mutual agreement on the method of billing such customers can be reached by Fayetteville and Greenland.

2. Greenland agrees that it will require its citizens receiving Fayetteville water service to purchase sewer service from Fayetteville under the same sewer availability criteria as required of Fayetteville citizens. Greenland agrees that its citizens will be subject to pay sewer rates on a cost-of-service basis pursuant to the current sewer service rates adopted by the Fayetteville City Council (§51.137 of the Code of Fayetteville) and any amendments approved thereto.

3. Greenland agrees that it will require its citizens (by ordinance or otherwise adopted no later than March 31, 2009) receiving **new** sewer service from Fayetteville to pay sewer impact fees to Fayetteville in the same amount as new development in Fayetteville pays pursuant to the current ordinance and any amendments to §159.02 **Water and Wastewater Impact Fees** of the Unified Development Code of Fayetteville.

4. Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22 of the 1993 Fayetteville - Greenland Sewer Contract are adopted and incorporated herein as if set forth word for word.

5. Fayetteville and Greenland anticipate that the City of Fayetteville shall either assume ownership and operation of the Greenland sewer system in 2009-2010 or that another, long-term Fayetteville - Greenland

Sewer Contract shall be adopted in 2010 in which Fayetteville will agree to continue to operate and maintain the sewer system within and serving Greenland residents.

IN AGREEMENT WITH ALL PROMISES, OBLIGATIONS AND TERMS STATED ABOVE, the Mayors of the Cities of Fayetteville and Greenland have signed below after having been properly authorized by their respective City Councils.

CITY OF FAYETTEVILLE	**CITY OF GREENLAND**
By: _____	By: _____
LIONELD JORDAN, Mayor	**JOHN GRAY**, Mayor
ATTEST:	ATTEST:
By: _____	By: _____
Sondra E. Smith, City Clerk	**Donna Cheevers**, City Clerk
Date: _____	Date: _____

A-7

Handed out at Agenda Session 12-30-08

RESOLUTION NO. _____

A RESOLUTION TO REQUEST LEGISLATION TO FULLY AND FAIRLY FUND LOCAL POLICE AND FIREMEN'S PENSION PROGRAMS

WHEREAS, A.C.A. §24-11-301 and §24-11-809 provide funding from state insurance premium taxes for Local Police and Firemen's Pension Programs; and

WHEREAS, in recent years the premium tax has not been sufficient to fully and fairly fund all LOPFI programs in all Arkansas cities resulting in some cities and towns having to contribute substantial amounts from general operating monies. In fiscal 2007, the state kept almost $12 million of the premium tax which, with increased retirement demands, resulted in a LOPFI shortfall of $22 million; and

WHEREAS, there is urgent need for increased revenues and a fair allocation of the available funds.

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 requests that the State Legislature determine and declare that all of the two-thirds portion of the collected premium tax of A.C.A. §24-11-301, without deduction, be used for LOPFI.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the State Legislature increase the insurance premium tax from 2.5% to 3.00 % with all this increase to be allocated to LOPFI.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby requests that the State Legislature refrain from passing unfunded mandates, but rather fully fund any future mandates out of state revenues.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 08-2982 SUBMITTED BY NORTHSTAR ENGINEERING CONSULTANTS, INC. FOR PROPERTY LOCATED NORTH OF MAINE STREET, BETWEEN SANG AVENUE AND CROSS AVENUE TO VACATE A PORTION OF AN ALLEY, A TOTAL OF 0.21 ACRES, IN ORDER TO DEVELOP THE MARKHAM HILL COTTAGE COURTS.

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 alley is not required for corporate purposes;

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

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

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.

1. The alley shall not be vacated until new streets and easements for the Markham Hill Cottage Courts project have been dedicated by easement plat to the satisfaction of utility companies and the City.

2. Relocation of any existing facilities will be at the owner/developer's expense.

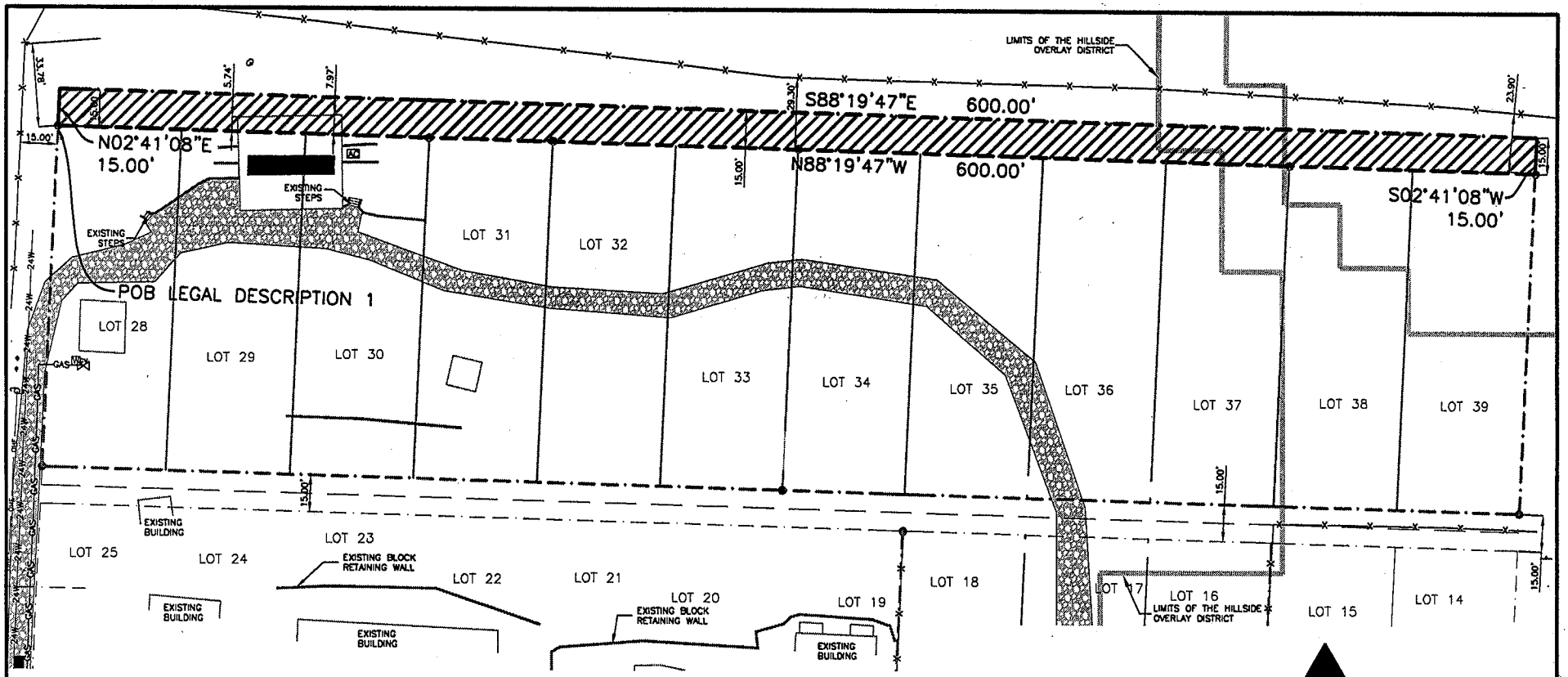
PASSED and **APPROVED** this day of , 2009.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

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



LEGAL DESCRIPTION 1:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'47"E 600.00 FEET, THENCE S02°41'08"W 15.00 FEET, THENCE N88°19'47"W 600.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

60' 0 60'

SCALE 1" = 60'

COPYRIGHT 2008 NORTHSTAR ENGINEERING CONSULTANTS, INC.

NORTHSTAR ENGINEERING CONSULTANTS, INC.

EXHIBIT FOR ALLEY VACATION, BLOCK 1, LOTS 14–18 & 28–39, WEST END ADDITION

PROJECT NO.: 567-001	
PLOT DATE: 12/30/08	REVISION: 2
DRAWN:	FIGURE: 1
CHECKED:	
PROJECT MGR:	

T:\567-01\dwg\misc\ALLEY EXHIBIT\567-01 ALLEY EXHIBIT.dwg, 12/30/2008 3:32:11 PM, PDFCreator, 1:60

EXHIBIT "A"

B. 4
VAC 08-2982 (Markham Hill Cottage Courts)
Page 3 of 4

EXHIBIT "B"
VAC 08-2982

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'47"E 600.00 FEET, THENCE S02°41'08"W 15.00 FEET, THENCE N88°19'47"W 600.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Allen
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Lioneld Jordan

City of Fayetteville Arkansas
City Council Meeting Minutes
December 2, 2008

A meeting of the Fayetteville City Council was held on December 2, 2008 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Coody called the meeting to order.

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

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Coody welcomed the Spring International students who attended the meeting and asked them to stand and be recognized.

Presentations, Reports and Discussion Items:

Agenda Additions:

Mayor Coody asked what needed to be done for the vacant slots on the NWA Regional Airport Board.

Alderman Cook: Do we need to do that at this meeting?

City Clerk Sondra Smith: You do not have to. That will give the Nominating Committee time to meet but it is the Mayor's responsibility to appoint those two members.

Mayor Coody: Do you want to take that to the Nominating Committee then?

Alderman Cook: Yes.

Consent:

Approval of the November 6, 2008 City Council meeting minutes.

Approved

Bid # 08-67 Roberts-McNutt, Inc: A resolution awarding Bid # 08-67 and approving a contract with Roberts-McNutt, Inc. in the amount of $38,827.00 to replace the roof of the ICH Building; and approving a project contingency in the amount of $3,882.00.

Resolution 217-08 as Recorded in the office of the City Clerk

Bid # 08-68 Diamond International: A resolution awarding Bid # 08-68 and approving the purchase of one (1) dump truck from Diamond International in the amount of $107,147.00 for use by the Transportation Division.

Resolution 218-08 as Recorded in the office of the City Clerk

Bid # 08-69 Stamm Manufacturing: A resolution awarding Bid # 08-69 and approving the purchase of one (1) aerial platform truck from Stamm Manufacturing in the amount of $97,336.00 for use by the Transportation/Traffic Division.

Resolution 219-08 as Recorded in the office of the City Clerk

Bid # 08-70 Williams Tractor, Inc: A resolution awarding Bid # 08-70 and approving the purchase of one (1) front-load diesel tractor from Williams Tractor, Inc. in the amount of $68,894.00 for use at the Noland Wastewater Treatment Plant; and approving a budget adjustment in the amount of $25,426.00.

Resolution 220-08 as Recorded in the office of the City Clerk

AT&T: A resolution approving the purchase of fifty (50) Pinpoint X GPS Integrated modems and antennae from AT&T through the State of Arkansas purchasing contract in the amount of $50,420.00; and approving a budget adjustment.

Resolution 221-08 as Recorded in the office of the City Clerk

2008 Bulletproof Vest Partnership Grant: A resolution accepting the 2008 Bulletproof Vest Partnership Grant in the amount of $16,033.56; and approving a budget adjustment recognizing the grant revenue.

Resolution 222-08 as Recorded in the office of the City Clerk

Target Grant: A resolution authorizing the Fayetteville Police Department to accept a grant from Target in the amount of $250.00 for the purchase of Community Oriented Policing supplies; and approving a budget adjustment to recognize the grant revenue.

Resolution 223-08 as Recorded in the office of the City Clerk

Edward Byrne Memorial Discretionary Grant: A resolution approving a budget adjustment for the Fayetteville Police Department to accept and recognize reimbursement revenues from a portion of the Edward Byrne Memorial Discretionary Grant in the projected amount of $52,000.00 for the department's participation in the Northwest Arkansas Sex Offender and Violent Crimes Task Force.

Resolution 224-08 as Recorded in the office of the City Clerk

U.S. Department of Justice Community Oriented Policing: A resolution authorizing the Fayetteville Police Department to accept a Technology Program Grant from the U.S. Department of Justice Community Oriented Policing services in the amount of $444,268.00; and approving a budget adjustment to recognize the grant revenue.

Resolution 225-08 as Recorded in the office of the City Clerk

Act 833 Revenues: A resolution approving a 2008 Budget adjustment for the Fayetteville Fire Department in the amount of $42,288.00 to recognize Act 833 revenues for the purchase of protective gear.

Resolution 226-08 as Recorded in the office of the City Clerk

McClelland Consulting Engineers, Inc. Task Order # 15: A resolution approving a notice to proceed on Task Order # 15 with McClelland Consulting Engineers, Inc. in the amount of $177,600.00 for final plans & specs and bidding associated with the Runway 16 Safety Area Improvements at Drake Field.

Resolution 227-08 as Recorded in the office of the City Clerk

Old Square, Inc: A resolution approving a two-year lease agreement with Old Square, Inc., for the annual rental amount of $7,800.00 to lease approximately 3,500 square feet for document storage.

Resolution 228-08 as Recorded in the office of the City Clerk

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

Unfinished Business:

Hiring Freeze: Hiring Freeze Appeals:

One Building Maintenance Worker II – Building Services – Approved

One Police Officer – Police Department – Approved

Full Time Animal Services Caregivers – Animal Services – Approved

Full Time Animal Services Caregivers – Animal Services – Approved

Financial Analyst – Budget and Research – Approved

Alderman Ferrell asked who the Financial Analyst was.

Paul Becker, Finance Director gave an explanation of the position.

Alderman Gray moved to approve the Hiring Freeze Appeals. Alderman Thiel seconded the motion. Upon roll call the motion passed unanimously.

Resolution 229-08 as Recorded in the office of the City Clerk

R-PZD 08-3071 (Bridgedale Plaza): An ordinance establishing a Residential Planned Zoning District titled R-PZD 08-3071 Bridgedale Plaza, located at the southeast corner of Highway 16 East and River Meadows Drive, containing approximately 15.95 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance failed at the November 6, 2008 City Council meeting. This ordinance was reconsidered at the November 18, 2008 City Council meeting. This ordinance was left on the third reading at the November 18, 2008 City Council meeting and then tabled to the December 2, 2008 City Council meeting.***

Jeremy Pate gave a brief description of the item. He stated the conditions of approval reflect the new proposal without the multi-family.

Alderman Thiel: Are all the drainage improvements that the developer was going to do still in place?

Jeremy Pate: We did add that condition verbatim from the previous time that we reviewed this.

Alderman Thiel: So the only thing that has changed is the area that was the storage units and then was multi-family is now single family which is equal to the single family that is in the rest of the project?

Jeremy Pate: That's correct.

Alderman Thiel: I have tried to make sure that the neighborhood was notified because this was a motion to reconsider. I am waiting to see if someone is here to speak to it.

Alderman Gray: I have had several emails of people supporting this project.

Jay Smith, resident of 1372 St. Andrews Circle spoke against the project. He stated I am opposed to the project based on the commercial aspect of it. He voiced his concerns about the traffic and stated that going to just residential homes does not address what we are doing to that particular area.

Mark Mahaffey, resident of 22 South Stonebridge spoke in favor of the project. He stated they have worked hard to do everything according to the Planning Department and it will be a good asset for the City.

Alderman Thiel: Since I have not heard from the main spokesperson for the neighborhood I am assuming that the project is acceptable now because their concern was the storage units and then the multi family. The majority of people were not opposed to the commercial aspect. There are a lot of traffic problems in that vicinity but I don't think this will add to it as much as the multi family would have. The developer is required to make improvements to Huntsville Road when the State allows those improvements to be made.

Dave Jorgensen, representing the developer stated the developer did pay for an independent traffic study that was made and the conclusion was that although traffic signal warrants are not projected to be met at the intersection of Highway 16 and River Meadows nor at Highway 16 and Roberts Road; traffic operations at these intersections should be monitored to assess if traffic signal controls become warranted in the future. As we progress through this process it may turn out that we can have enough traffic in that area to justify a signal and the developer is willing to help pay for it. In addition we are improving that intersection at River Meadows to have a right and left lane to go on Highway 16. He went on to speak on the current traffic problems.

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

Ordinance 5197 as Recorded in the office of the City Clerk

Amberwood Place Appeal: An ordinance establishing a Residential Planned Zoning District titled R-PZD 08-2965, Amberwood Place, located south and east of Double Springs and Dot Tipton Road; containing approximately 39.98 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was tabled at the September 2, 2008 City Council meeting to the September 16, 2008 City Council meeting. This ordinance was tabled at the September 16, 2008 City Council meeting to the October 7, 2008 City Council meeting. This ordinance was left on the Second Reading at the October 7, 2008 City Council meeting. This ordinance was left on the Second Reading and then tabled to the December 2, 2008 City Council Meeting.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated the developer made some minor changes to the plats that would increase the size of the lots to the west and decrease some of the lots in that area and also increasing the number of lots in some of the other planning areas. There are 177 dwelling units being proposed. He stated staff found that this area was not suitable at this time given the density proposed and the surrounding rural environment. One concern is that any project that is solely geared toward attainable housing in one location isolated from other types of housing tends to get a little lost because we are isolating one socioeconomic area and saying this is where attainable housing should be located. Staff and some of the Planning Commissioners noted that concern as well. We had several other traffic and infrastructure concerns within this area. The applicant spoke with the Street Committee about doing a cost share to help improve Dot Tipton Road and many of those conditions are listed in the conditions of approval should the Council approve it. He stated at this time the Council is being asked to make a policy decision on whether this is the development pattern and whether this upzoning in this area is appropriate.

Alderman Thiel: So to make it perfectly clear Planning Staff still does not support this project.

Jeremy Pate: That is correct.

Mark Mahaffey spoke in favor of the project. He stated the economic conditions are what dictates affordable housing and where it is placed. I think we need this and you all should approve it.

Holly Lend, an Executive Broker for a realty company spoke in favor of the project because of the lack of housing we have in this price range. She stated I am in support of the project.

Ted Youmans, a citizen stated his concern was that the houses on the western edge of it were not big enough. They have increased them to 2,000 square feet. I am now satisfied with how they worked with us. I would like to state that my objections to this subdivision are now removed. He also voiced his concerns with the current 2020 Plan.

Dave Jorgensen, the developer stated this is not a mixed use development and it does not have businesses. We believe the infrastructure is in place. He gave details of the current infrastructure. He also expressed his opinions on urban sprawl and does not feel this is urban sprawl. He passed out the 2025 Plan. He pointed out that this development is encircled by residential neighborhoods and we are abiding by the fact that this should be strictly residential. He passed out another drawing and stated look at all the subdivisions just north of this project. At the time we got these subdivisions approved this was not urban sprawl. We feel that this is infill and this is Southwest Fayetteville. He went on to point out the different subdivisions on the drawing along with the school near the area. He continued pointing out various commercial locations near the project. He stated the point is it is not one of the places where you would want

to ride your bike to everything but in our opinion we do not feel like this is urban sprawl. He went on to discuss their plans for the project.

Mayor Coody: A minute ago we were hearing Holly say that these homes were going to be in the $135,000-$150,000 range. Was that before the increase in square footage?

Charlie Sloan, the owner of the project stated our goal is to have houses starting at about 950 square feet. We would like to do the first 104 lots not exceeding 1,250 square feet in that area then make the transition from a 1,300 to a 1,500 in the second phase. Then in the third phase have some 1,700 square feet and then to the 2,000 square feet minimum. He went on to give the history of the project. He also spoke on the drainage issues and stated we will take care of those problems. He gave the distance figures to various locations from the project. He passed out a map that shows the subdivisions around the project and the drainage problems in that area. He also explained the research that has been conducted by them on building smaller homes.

Sherry Shearles with Wells Fargo stated I have been working with Charlie to bring affordable/attainable housing to the Fayetteville area. We have a need and demand for that price point. A lot of them are first time home buyers. She spoke on the incentives for first time home buyers. There is still good financing available for them with low interest rates so again I just support those efforts.

Ted Youmans: They have done a wonderful job with phasing, the pricing, and sizing of the house as they move to the east.

Alderman Thiel: Jeremy, this is a conceptual plan right?

Jeremy Pate: That is correct.

Alderman Thiel: So do we have in writing that there will be certain sizes of houses?

Jeremy Pate: In your PZD booklets that is not something that we require. They have indicated in general what sizes those houses would be.

Alderman Thiel: Is this a guarantee of sorts though in a conceptual PZD?

Jeremy Pate: Not necessarily because it is not something that our zoning regulations control. It is not in our conditions of approval or anything of that nature.

Alderman Thiel: In reference to the 2025 Plan that shows that as residential neighborhood, how does the density in this project compare? Is it within the residential neighborhood area recommendations and also how does this compare with the adjacent subdivisions that we have approved out there?

Jeremy Pate: We don't recommend any certain densities in our City Plan 2025. Most of the Silverthorne and Legacy Point subdivisions are zoned RSF-4 but are more developed out to 2-3 units per acre. Planning Commission asked the same question and at least 6 commissioners

DRAFT

agreed with me when they voted in the fact that a lot of the subdivisions that we see that are developed now may not have been recommended or approved if we were under the City 2025 Plan that we see today. The challenge is you are comparing to something that may not have been approved under today's regulations.

Alderman Jordan: How far is Legacy Point from Amberwood?

Jeremy Pate: About 150 Feet.

Alderman Jordan: I saw that the Police was in opposition to this. Is there anyone here to respond to that?

Police Chief Greg Tabor: Our opposition on it was strictly the portion south of Highway 16. Now that Highway 16 is five lanes we would have less concern with that. It was mainly the unpaved portion of Dot Tipton Rd. that we had the issue with.

Alderman Jordan read the memo that was sent from the Police Department.

Police Chief Greg Tabor: How many houses would increase our load, there is definitely that line somewhere. We felt like for numerous reasons that it would or could at build out.

Alderman Jordan: So you feel like it went over the line.

Police Chief Greg Tabor: Absolutely. You have got several new subdivisions in that area and at some point one of those puts you over the line and it will create more of a work load for you.

Alderman Lucas: In a development like Southpass that was not the case. I was wondering the difference there. Do you suppose it is just the road then?

Police Chief Greg Tabor: On Southpass there has been conversation about some type of public safety facility there and obviously it is closer to the center of town and the road is better accessed.

Alderman Lucas: I spoke with one lady and Dot Tipton Road was the one thing that they were concerned about and they are looking forward to it being paved. Would that be done in the first phase?

Charlie Sloan: Yes, we want it paved. The bank said give us the date that you are going to do the work and we will cut the check.

Alderman Lucas: Do we need that in a bill of assurance?

Charlie Sloan: We can give you that in a bill of assurance. We are ready to go to work on it. We just have to be sure that everyone gives up their part to get that little bit of an easement. We are willing to do that immediately.

DRAFT

Alderman Jordan: Charlie can you tell me how far Silverthorne is?

Charlie Sloan: It is probably two blocks up from the corner of our property.

Dave Jorgensen: It borders the south end of the corner.

Charlie Sloan: I'm sorry I am thinking about the entry.

Alderman Jordan: On the attainable housing, what is the price range again?

Charlie Sloan: Somewhere around $110,000 to $135,000. We could hit that mark right now because we are selling some houses up north that are a little bit bigger and we are selling them for $133,000. He went on to speak on attainable housing.

Alderman Jordan: If that road was paved with the cost share would that alleviate your concerns over the accessibility to roadways.

Jeremy Pate: That would help and that is why we made those recommendations keeping in mind that this is fully to the cost of the developer. The Street Committee has brought some recommendations for a cost share.

Alderman Jordan: If that road was built out that would alleviate your concerns?

Jeremy Pate: That would help with the access but I still think the location of it is a concern.

Alderman Ferrell: We have asked for affordable and attainable housing and the developer has tried to modify and come back to us with something that will plug in. With the idea of Dot Tipton Road being paved that certainly ought to help a little bit with some of the concerns that law enforcement had. I will fully support it.

Alderman Lucas: I support this too mainly because of the affordable housing. I really think we need some homes that people can afford. The one thing I liked about this is they are going to have the same things expensive homes have only on a smaller plot of land. They are not going to look that much different. We also have to think about the businesses at Double Springs and Wedington that are trying to develop as a commercial area. They have to have houses around them in order to support them. I have talked to some of the neighbors and the dust on Dot Tipton Road is horrible so this will help in alleviating that. She went on to speak on the school districts in this area. She stated I think this would be good and I will support it.

Alderman Allen: I am certainly an advocate of affordable housing but I have a lot of concerns about it being bunched together. It sounds to me that this is a good idea but their time has not yet come.

Alderman Thiel: At some point we have to look at the 2025 Plan. That and the concerns that the police have regarding accessibility bothers me. She pointed out that the existing subdivisions should create a lot of business for the commercial developments once they are completely built

out. She stated due to the concerns of the Planning Staff and the Police Department I don't think I can support this.

Jeremy Pate: There was some discussion about a bill of assurance. It is probably more appropriate as a condition of approval if you want to add or amend the conditions of approval before you vote on the improvements of Dot Tipton Road being constructed at Phase I.

Alderman Lucas moved to amend the ordinance to add a condition of approval that Dot Tipton Road be constructed in Phase I. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance failed 3-5. Alderman Ferrell, Lucas, and Jordan voting yes. Alderman Cook, Allen, Rhoads, Gray and Thiel voting no.

This Ordinance Failed.

Amend Chapter 164, ADM 08-3094 (UDC Chapter 164.04 Animals & Fowl): An ordinance amending the Unified Development Code by repealing and replacing Chapter 164.04: Animals and Fowl, to permit a property owner to keep a maximum of four chickens (hens) within residential districts of the city, subject to the restrictions herein. ***This ordinance was left on the First Reading at the November 18, 2008 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a description of the item and stated there have been three revisions made to the exhibit. He passed out a list of amendments to the Council.

Alderman Thiel: I had Jeremy make these changes based on calls I had from people and their concerns. This is probably the least restrictive but I also think it will make the adjacent home owners accepting of it. There are concerns about the chickens. Jill Hatfield is here and I would like her to speak to that concern about the safety of the chickens. That is addressed in the animal ordinance which already exists.

Jill Hatfield, Animal Services Superintendent: She read section 92.02 from the City Code and stated when we define animal in this chapter it is any living creature domestic or wild. So I think we have our basis covered.

Alderman Thiel: I would like to make these amendments in Exhibit "A".

Alderman Thiel moved to amend Exhibit "A" according to Amendment No. 2 passed out by Jeremy Pate. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

Mayor Coody: One question I have is regarding the letter I placed in your boxes from the State asking people to just register if they have hens so if there is an outbreak of bird flu there can be a record.

Alderman Thiel: I have spoken to several people about that and I do not favor adding that. Administrating that would be costly and it would become a permitting process. I don't think we are going to have enough chickens to justify that.

Mayor Coody: Another point might be if somebody wanted to have hens it would be on the honor system and they could just register their hens with the City so that there can be some kind of record and the State can figure out where the birds are quickly. We are not just dealing with animal health but a human health issue as well. If we can have a handle on where the birds are in town it might be helpful in the long run.

Alderman Thiel: I don't know how you can make that voluntary.

Mayor Coody: Someone could get hens without telling anybody, this is just an honor system. Kit, how would you do this?

City Attorney Kit Williams: Unless you have some sort of a permitting process it would certainly be just voluntary and not everyone would come in and report their hens. I don't know how you would do it and make it voluntary.

Mayor Coody: We could require someone to come in and let us know but if they didn't then there is not much we can do about that.

City Attorney Kit Williams: Like many of our ordinances if the hens caused a problem we would hear about it from the neighbors. You could have quiet hens and they could still become sick and we still wouldn't know about them.

Alderman Thiel: I talked to Jill and administrating that is going to be an issue. I didn't want this to create another cost to the City.

Joe Alexander, a citizen referenced section C.8 and D of the proposed ordinance. He stated the zoning regulations now allow Unit 6 Agriculture in I-1 areas and these zoning regulations also allow Unit 6 Agriculture and Unit 7 Animal Husbandry which includes farms with livestock and in I-2 General Industrial Districts. This ordinance as you have written it would prohibit chickens in I-1 and I-2 districts where they are currently allowed. I would ask that you add to Section D of the ordinance I-1 and I-2 so that if you pass the ordinance it will not require anyone to get rid of their chickens.

Jesse Roseban, a citizen read a section of the proposed ordinance and stated I would argue that barnyard animals are currently allowed in residential areas as long as they are not used for commercial purposes. I would like to see that portion removed from the ordinance. Currently I cannot find anything that says I can't have a chicken as long as I am not using it for slaughter or to sell. If I had a pet that would be permissible.

Alderman Thiel: The reason that we are even addressing this issue is because Jeremy has ruled that chickens are not pets.

Jeremy Pate: That is correct. That decision and interpretation of the code was made by the previous Zoning and Development Administrator several times. We have simply been consistent in that interpretation of typical barnyard and agricultural animals. We have issued violation notices for many types of animals and that has never been taken to court and overturned so that is the interpretation that stands currently. That is why we are here is because of that interpretation. I certainly would agree with the I-1 and I-2 zones and Section D could be added neither shall it apply to fowl kept in areas of the city which are zoned R-A Residential Agricultural or other zones where Use Unit 6 Agricultural and Use Unit 7 Animal Husbandry are permitted by right. That would take care of any future zoning districts that we may have that allow that.

Alderman Thiel moved to amend Section "D" of the ordinance to state or other zones where Use Unit 6 and Use Unit 7 are permitted by right. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

Alderman Rhoads: Is it our understanding that these chickens are to be used if someone wants to have chickens in the yard as pets, also for the eggs and to eat? Is that right?

Alderman Thiel: They just can't slaughter outside.

City Attorney Kit Williams: There are no limitations.

Alderman Rhoads: So how does the ability to slaughter the hen whether it's inside the house or wherever jive with the care of animals that we just heard about?

Jill Hatfield: When we look at this ordinance the hens are really laying hens and that is the purpose of most backyard flocks for the eggs. When we get to the discussion concerning slaughter we really have not addressed it. The concerns that I have heard are they prefer that it is not slaughtered at the residence.

Alderman Thiel: I think there is a difference between humane treatment of an animal. This is an agricultural animal and it has been identified as such. I think the concern from the Humane Society is that the animals are treated humanely and they are not abused and that is addressed in the animal ordinance.

City Attorney Kit Williams: Would you prefer that we have a provision within the animal ordinances that would allow the humane slaughter of barnyard animals?

Alderman Rhoads: I don't advocate either way I just think there are going to be people that are going to want to slaughter their chickens and eat them and other people who think it is the worst thing you can do. This legislation might be confusing. Someone may say you shouldn't let them slaughter their chickens and then others may say here are the minutes of the two City Council meetings when this was discussed and clearly understood by everybody that slaughtering was going to be allowed.

Alderman Thiel: I don't see anything in here that says slaughtering is allowed. It doesn't necessarily recommend it.

Alderman Ferrell: Do you have any ideas Kit for language that would preclude someone from coming and talking about allowing slaughter?

City Attorney Kit Williams: We can do whatever the mood of the City Council is.

Alderman Rhoads: Half of us are saying we never intended slaughter and part of us are talking about allowing people to save some money and grow their own food.

Mayor Coody: We are left with the dilemma of whether or not to codify the slaughter of chickens or not to.

City Attorney Kit Williams: That wouldn't be part of this ordinance. It should be part of the Animal Ordinance in Chapter 92 which right now does prohibit the killing of animals.

Alderman Thiel: It has nothing to do with this ordinance though. The humane treatment of animals is dealt within the animal ordinance and this ordinance clearly states that chickens are an agricultural animal. I don't think we are being contrary. We are saying treat the animals humanely, provide them with water and shelter.

City Attorney Kit Williams: It certainly does not authorize slaughtering now if it was not in the past in residential zones, only in other zones and this is not effective in the other zones.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5198 as Recorded in the office of the City Clerk

Proposed 2009 Annual Budget & Work Program: A resolution adopting the 2009 Annual Budget and Work Program as amended and approved. ***This resolution was tabled at the November 18, 2008 City Council meeting to the December 2, 2008 City Council meeting.***

Paul Becker gave a description of the 2009 budget. The total 2009 Budget is $119.4 million which represents a 2% increase over last year's budget. I proposed some amendments to the budget before you at last nights budget meeting. One would create a new position for a Recreation Coordinator within the Parks budget. We would reduce one position from the Cable Administration budget which would be an Office Coordinator position and transfer the associated budget. That would be within the General Fund so the General Fund total would stay the same. The other proposed amendment is to eliminate the State bridge cost sharing program from the Sales Tax Capital Fund and transfer that money into the in-house paving program which would keep it at the level comparable to last year at about 11 miles of roads.

Mayor Coody: Nancy thanks for bringing the position at the Yvonne Richardson Center forward. Thanks Ron for discovering, that after the State let us know that we did not need to have the money there, that we could transfer that money back to the road paving program. I think that is very important and it is a good way to get the budget where we want it to be so thanks for that.

Alderman Cook moved to approve the proposed budget amendments proposed by Paul Becker. Alderman Thiel seconded the motion. Upon roll call the motion passed unanimously.

Alderman Jordan: Paul you were talking last night about some extra money that may be available when all the expenses come in and revenues come in. When would you know that figure?

Paul Becker: We would know that on the first quarter of next year approximately in April. We would see what the total expenditures were and then finalize the total revenues for the General Fund at that point in time. We need to make all the expenditures and that usually will take us between three and four months after the close of the year before we would make all the budgetary expenditures against the budget.

Alderman Jordan: My question would be if there is extra money left in there depending on how much it is, can we have discussions on cost of living raises for the workers in March and April and make amendments to the budget accordingly?

Paul Becker: We would need the legislative authority from the Council but yes we could come forward and discuss any surplus which may be there and how you would like to dispose of it in form of cost of living or bonus.

Alderman Jordan: Or a stimulus check or whatever we wanted to use it for if the Council intended to do that. We can look at cost of living raises at that point in time.

Paul Becker: Yes sir we would come forward and ask the Council for permission to amend the budget. It can be brought up.

Alderman Ferrell: Paul will the service award be a factor considered if we do consider a COLA in 2009?

Paul Becker: Normally we don't budget that in the budget. We go to the end of the year and see if there are available funds remaining in the salary budgets to do the service awards. That is normally not factored in. We wait until the end of the year and see if there is remaining money sufficient in the salary budget and at that point determine if we make the award.

Alderman Jordan: Would you just give me a ballpark on if you gave a 2% COLA to all the workers what would that cost?

Paul Becker: As far as just the General Fund it is about $540,000. Throughout the City it would equate to roughly $800,000 because we would be talking about all the funds.

Alderman Cook: We certainly had some disagreements but I thought this budget session went pretty well. I am certainly ready to pass the budget tonight.

Alderman Allen: I just wanted to say thanks to the Council for the Yvonne Richardson Center employee.

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

Resolution 230-08 as Recorded in the office of the City Clerk

Southpass Development Company, LLC: A resolution to approve approximately $744,880.00 as a 50/50 cost share with Southpass Development Company, LLC for the sewer installation costs for the Regional Park and Southpass PZD. ***This resolution was tabled at the November 18, 2008 City Council meeting to the December 2, 2008 City Council meeting.***

Ron Petrie gave a brief description of the resolution. He stated we anticipate that we will be paying for this cost share with sewer impact fees and if we have full build out on the Southpass Development we would collect $1.3 million for the water impact fee and $2.5 million in the sewer impact fee.

Alderman Cook: Ron that is at the current impact fee rates?

Ron Petrie: Yes.

Alderman Lucas: What is the $744,000 for? Is that to extend it to the property or is it throughout the entire development?

Ron Petrie: It's to the property. It is not right at the property line because there is a lift station and a low point that is several hundred feet within the property. It just gets it to the property to the existing sewer line. Everyone will still have to run their own sewer lines once we get beyond

the lift station to get to the parking and the development. It was included in the estimates when you got the overall park costs.

Alderman Lucas: This $744,000 just gets it to the lift station you are talking about.

Ron Petrie: Yes

Alderman Ferrell: The estimates are in 2008 dollars. As everyone knows the amounts can change drastically given a little time. He expressed his concerns with the current economy. He stated right now we are talking about half of $1.49 million. Is it possible that the amount could change by the time it goes to bid?

Ron Petrie: It will change once we get bids. This is an estimate only.

Alderman Ferrell: Do you think it could significantly change?

Ron Petrie: There is potential. It did on EL-3 but it was for the lower not the higher.

Alderman Ferrell: If it does change and something is passed here tonight would it be one half of whatever that cost is?

Ron Petrie: Yes sir that is what we will bring back to the Council, one half of whatever that bid costs.

Alderman Ferrell: When we get to that cost will that amount of money be put into escrow by the developer to pay for that?

Ron Petrie: It is typically not done that way. It would have to be something that we would add to the cost share.

Mayor Coody: What is the typical way we would do it?

Ron Petrie: Because it is a cost share the work is being done by the developer. We are just paying a portion of it but we pay after the work is done.

Alderman Ferrell: So you just bill by invoice?

Ron Petrie: Yes.

Alderman Jordan: In other words if they don't do their part then we don't pay them anything.

Alderman Cook moved to approve the resolution. Alderman Lucas seconded the motion. Upon roll call the resolution passed 4-4. Alderman Cook, Rhoads, Gray, and Thiel voting yes. Alderman Allen, Ferrell, Lucas, and Jordan voting no. Mayor Coody voted yes to break the tie.

Resolution 231-08 as Recorded in the office of the City Clerk

New Business:

Park West, LLC Cost Share: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard.

City Attorney Kit Williams read the ordinance.

Ron Petrie gave a brief description of the item. This has been discussed over four different Street Committee meetings during the summer. We evaluated several options on how to pay for this relocation and we have determined there are insufficient funds from both the developer and the City to do the whole route. So if we want to pursue this we are recommending at this point we build half of it and the rest of it will be done at a later stage.

Ron stated the east west road is not a part of this discussion or agreement. That is something that needs to be done as a separate item if we want to revise that Master Street Plan for that particular road.

City Attorney Kit Williams pointed out the changes that were agreed on with Mr. Hoskins for Park West which made the contract stronger. He stated we have a signed contract.

Ron Petrie: I believe Steve Rust has something to add.

Steve Rust, Fayetteville Economic Development Council stated this area has a lot of potential for development. He read a letter from a hotel chain interested in locating near this property. The letter briefly stated historically when this goes into a location such as Park West several other businesses soon locate nearby. He read in the letter about the current road conditions and it stated that until we have assurance that the new highway will be constructed we will not consider this location. He spoke on the revenues that this project would bring in. I offer this for your consideration and I would highly recommend that you favorably consider the proposal that is in front of you tonight.

Alderman Lucas: This hotel that you talk about, do they know the road is not going all the way through?

Steve Rust: They specifically said if it goes up to the civic lawn in the middle that would suffice. They are not worried about traffic from the other direction as long as it came off Van Asche from the Interstate. They are happy with that.

Alderman Lucas: It really couldn't come from Van Asche, they would have to come off of Highway 112 and then go back.

Steve Rust: Yes it would have to do a circular route. All the traffic is going to be coming the other direction anyway and that would give a very direct access. They are comfortable with that.

Alderman Allen: What did you say the date was on the letter?

Steve Rust: September 3rd.

Aubrey Shepherd, a citizen stated if there is a road built across that strip of wetland prairie it should be on stilts. Sure this is a convenient road but there is already a road across there and once you get past there you have to be careful and go slow anyway. I could not recommend any of this and certainly not half way. Those are things to think about that we do not hear in the economic reports.

Susan Slaughter, resident of 3606 Howard Nickell Road stated we are in favor of the relocation of Hwy. 112. We feel like the relocation would help improve the safety in our area. We hope you will support the unanimous decision of the Street Committee and consider that relocation.

Alderman Jordan: Mayor, you might remind everyone that the northwest section of this thing is not part of the discussion tonight and that is probably going to go back to the Street Committee to be looked at.

William Kembro, a property owner on Van Asche stated I was curious as to how the initial cost estimates were prepared and who prepared those cost estimates for the $4.3 million on what looked like to be one third of the total project to be able to bring Highway 112 across the current proposal. If you extend those costs on out you are looking at a total project cost that exceeds $12 million. Who is going to pick up the $8.6 million to extend that road on out as it is presented in the packet. He went on to speak on certain goals the city has set forth and he stated this proposal does not achieve those goals. He continued to express his concerns with the proposal.

Alderman Thiel: I am on the Street Committee but Lioneld could respond as the Chair to some of those questions about where this goes to. We had a lot of discussion on that and how it would better serve the neighborhood that spoke earlier. It does go somewhere eventually. At this point it stops but possibly Lioneld would want to give an overview of the Street Committee's opinion of this project and the reason we recommended the realignment.

Alderman Allen: We have gotten a lot of additional information put before us tonight and I think that maybe this should go back before the Street Committee because we know some stuff now that we did not know then.

Alderman Jordan gave an overview of the previous Street Committee Meeting and asked what happens to Highway 112 running from south to north?

Ron Petrie: That is the plan for now that we will not do any improvements. It would be part of Park West Development's responsibility to leave it as a two way road but put a curb and gutter on their side of the street.

Alderman Jordan: That was originally $3.8 million?

Ron Petrie: $3.5 million.

Alderman Jordan: That one running from the south to the north would complete the road correct? And then what we are talking about doing is our part would be $2.1 million now but we would not complete the entire road running on the diagonal correct?

Ron Petrie: Yes sir.

Alderman Jordan: But for $3.5 million we could do all of Highway 112 and Garland?

Ron Petrie: It is up to Van Asche and Howard Nickell Road.

Alderman Jordan: That is the question that now we have to look at and I just want to throw that out there. We did ask questions about going through the wetlands and they said it was okay.

Alderman Thiel: I think the project has already been approved as far as him mitigating through the wetlands. It does sound like it needs to go back before the Street Committee.

Alderman Cook: What does this do to our Master Street Plan? This will totally change that from what we currently have. Typically we go through the Master Street Plan changes and then once those are done we move forward to some sort of cost share. At what point does the Master Street Plan discussion come in at?

Ron Petrie: It would be appropriate that they come together. What we have to consider is if it is not built I don't know that you really want to make the changes to the Master Street Plan. If we talk about the road going east and west, that is something that should be discussed as a Master Street Plan specifically and we can do all that together.

Alderman Allen: I would like to move that this be tabled until we have had a chance to take it back to the Street Committee.

Alderman Lucas: You just made the statement that if it is not built. So we are voting on something that may not be built?

Ron Petrie: That is correct; it is a cost share agreement. So if the developer does not move forward with the project we will not pay anything.

Alderman Lucas: So this is for a street for a hotel and we don't know if it is going all the way to Highway 112. It says here if this corridor property is approved for development with this street configuration so it doesn't necessarily mean it will be this street configuration? It might be something else if the developer wants to do that?

DRAFT

Ron Petrie: Why that specific phrase is in there is because we do have approved developments on the property so if we said approved developments it means it would be now. Those approved developments have to be modified with this street configuration.

Alderman Lucas: We don't know if they will come or not and we are putting a lot of money into a piece of a road.

Ron Petrie: That is a good question. The way I see it is we did the same thing when CMN came along and we saw the need to move traffic in there. Whether this development occurs or not we need to move traffic into these areas.

Alderman Lucas: Those streets went from one side to another street, not just out in the middle of a field.

Alderman Ferrell: When you look at staff's recommendations, one of the biggest things they talk about is the elimination of two 90 degree turns and safety is always paramount in consideration of building roads. Part of this also was to avoid that neighborhood so that was a second bonus but if we need to take that back and look at it then we will.

City Attorney Kit Williams: You don't really need to table it you can just leave it on the first reading and send it back to the Street Committee.

Alderman Gray: What is it that we are wanting them to say to us when they come back? What decisions are they going to need to make?

Mayor Coody: I guess take all the new information and come back with a recommendation on the final package.

Alderman Jordan: I think we have to decide whether we want to spend $2.1 million to take it part of the way or look at the $3.5 million to take it all the way to Highway 112.

Alderman Gray: Didn't the Street Committee have that information earlier?

Alderman Jordan: We didn't have the final figures.

Mayor Coody: Was the estimate close to the final number?

Alderman Jordan: I was thinking it was $4.8 million.

Alderman Thiel: It was but then it was to go all the way through.

Alderman Jordan: Now we are just going part of the way through so there is a big difference there.

Alderman Cook: I would request that they look at the Master Street Plan and any amendments.

DRAFT

Alderman Lucas: And the development that has already been approved on this property and how it all fits together.

This ordinance was left on the First Reading

RZN 08-3131 (Nall): An ordinance rezoning that property described in rezoning petition RZN 08-3131, for approximately 0.66 acres, located at 1211 West James Street, southwest of Garland and Mount Comfort from RMF-24, Residential Multi-Family, 24 units per acre, to R-O, Residential Office.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated staff recommended approval and the Planning Commission voted unanimously in support as well.

Alderman Cook: So basically we are just zoning it for what it is being used for anyway?

Jeremy Pate: It has been utilized for commercial office and it would allow for redevelopment or reuse of that property as well. It could be a new development at some point in the future but the intent is to use it like it has always been used.

Alderman Cook: What is allowed by right in R-O?

Jeremy Pate: Use Unit 12 and 25. It also allows for duplexes. Use Units 12 and 25 are studios and offices and it allows for eating establishments by conditional use request and it also allows for Use Unit 15 as a conditional use request. It is primarily suited toward office development and not necessarily retail or commercial development.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5199 as Recorded in the office of the City Clerk

DRAFT

C-PZD 08-3121 (Core Pet Wellness): An ordinance establishing a Commercial Planned Zoning District Titled C-PZD 08-3121 (Core Pet Wellness) located at 2406 North Old Wire Road, containing approximately 0.58 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated with conditions of approval and the proposal. The Planning Commission voted 7-0 in favor of this request and staff is also recommending approval.

Alderman Ferrell: I asked Alderman Rhoads and we have not heard a single thing.

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

City Attorney Kit Williams read the ordinance.

Alderman Cook: That spot just from traffic flow is a busy intersection. Does it tie into Old Wire?

Jeremy Pate: It does, it is likely that both driveways would have to be improved somewhat. With the initial phase with the house remaining where it is we really don't anticipate any more than an existing single family house would have which is about 10 trips per day. We did recommend that the driveway would be relocated further back from the intersection in the second phase which would allow for that separation to occur. Because they are not building a parking lot for a lot of vehicles there is not going to be a lot of drop off and pick up just based on the size of the structure. We were comfortable with that.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5200 as Recorded in the office of the City Clerk

VAC 08-3136 (CMN Business Park II): An ordinance approving VAC 08-3136 submitted by McClelland Consulting Engineers for property located at CMN Business Park II, Lots 8 and 14, northeast corner of Steele Boulevard and Van Asche Drive to vacate a portion of a utility easement, a total of 0.61 acres.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated Planning Commission recommended approval 7-0 and Planning and Engineering Staff also recommend it.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5201 as Recorded in the office of the City Clerk

VAC 08-3130 (Sisemore): An ordinance approving VAC 08-3130 submitted by Donna Stewart for property located at 1326 South China Berry Lane to vacate a portion of a utility easement on the subject property, a total of 81.6 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated we send out notification to all utility companies and they have to consent in writing before we bring this to you. Those consents have been submitted and Planning Commission and staff recommended approval of this ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Thiel: I realize this happened back in 2000 and things have changed. I hope that is the case because I don't remember our cut off date but we try to encourage the Building Safety Department to find a way in which these things would not happen because it is unfair to people that do comply with the laws. This is just a fairness issue. At some point we do not want to see this again.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5202 as Recorded in the office of the City Clerk

I-PZD 08-3062 (Westside Storage): An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated Planning Commission voted unanimously in favor of this proposal and staff also recommended it with conditions that are listed in your staff report.

Steve Clark with Clark Consulting representing the owner of the project stated we would request that this be left on the first reading and allow us to go back and work with staff and get some issues resolved.

This ordinance was left on the First Reading.

Villas at Stonebridge Appeal: An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief history of the item. He stated this is an appeal of a decision by the Planning Commission to deny this. The vote was 3-4 and staff recommended denial of the Planned Zoning District request. It is for zoning land use and partial development so that means a portion of this specific site would be approved for development should this PZD be approved. He described the development and listed the reasons why staff did not recommend approval. He stated I included conditions of approval should the Council choose to approve this. He listed some of the conditions of approval. He stated I was asked today and the response time for this site is five minutes for emergency response and there were stated concerns from the Police Department about traffic danger and congestion on Huntsville Road.

Alderman Thiel: If the developers want to make their presentation tonight that is fine but I would like to see all the surrounding properties that have been approved and how much they are built out. I definitely think we should have a site tour.

Mayor Coody: Is that a motion to leave it on the first reading then?

Alderman Thiel: It is but they are here and they have the option of giving their presentation but I think it would be better if they waited.

John Nock, the developer**:** In light of your suggestion I think that no presentation is required. He gave the vision of the project. I would encourage you to consider this project in its entirety. We want to be a positive impact to the City. He stated I think from a global scale it fits what Fayetteville is after.

Alderman Ferrell: Isn't this a unique idea to offer many walks of life people the ability to locate near a golf course. Jeremy when we talk about that we have to go four miles to the grocery store, do you expect that the more people that locate there, for there to be some commercial? How long do you think it will be before it will come closer?

Jeremy Pate: We had a zoning request over a year ago for a potential Harps at the corner of Stonebridge and Huntsville. There have been two other commercial developments approved so there is certainly interest in providing goods and services to this area. It is not too far in the distant horizon but it would sure help if those things were here now for a project this dense.

Alderman Ferrell: It just seems logical that they will come as this starts populating.

Alderman Allen confirmed the emergency response times that were previously discussed with Jeremy Pate.

Alderman Thiel: I would like to take a site tour and I would hope that you would have that information for us so that whenever we are driving out there we can look at these areas and get an idea of what is being built out and how it looks.

City Attorney Kit Williams: I agree with Jeremy and I think we should remove Condition of Approval # 4. That is not authorized by our ordinances and that should just be removed.

Alderman Thiel moved to remove Condition of Approval # 4. Alderman Jordan seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was left on the First Reading.

Chapter 162 Use Units: An ordinance to amend Chapter 162 Use Units of the Unified Development Code §162.01 (O) *Unit 15 Neighborhood Shopping Goods* by adding Recreational Vehicle Sales.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell: Staff is in favor of this. It will allow us to have a business here that might otherwise possibly locate in Bentonville. I think this is a good modification.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Allen: Could you define the recreational vehicles?

Jeremy Pate: What we have listed is the smaller recreational vehicles, not R.V.'s that you would think of. This is more scooters, motorcycles, personal water craft, neighborhood electric vehicles and things like that.

Alderman Allen: I think we need to work on not having cars for sale everywhere along College Avenue.

Jeremy Pate: That was the exact concern that we had and so these are all indoors. They can't have any displayed outside.

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

Ordinance 5203 as Recorded in the office of the City Clerk

Adjournment: 9:20 PM

DRAFT

Dan Coody, Mayor | **Sondra E. Smith, City Clerk/Treasurer**

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Allen
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Lioneld Jordan

City of Fayetteville Arkansas
City Council Meeting Minutes
December 16, 2008

A meeting of the Fayetteville City Council was held on December 16, 2008 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Coody called the meeting to order.

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

Pledge of Allegiance.

Mayor's Announcements, Proclamations and Recognitions:

Mayor Coody presented Alderman Lioneld Jordan and Alderman Nancy Allen with a plaque for their commitment and service to the citizens of the City of Fayetteville.

Alderman Allen thanked the people of Ward 2 for putting their confidence in her and letting her serve her beloved Fayetteville. She also thanked her family and friends.

Presentations, Reports and Discussion Items:

Alderman Cook read the Nominating Committee Report. A copy of the report is attached.

Alderman Jordan moved to approve the Nominating Committee Report. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

DRAFT

Consent:

Approval of the November 18, 2008 City Council meeting minutes.

Approved

Wilson Estes Police Architects: A resolution approving a change order to the contract with Wilson Estes Police Architects in the amount of $5,200.00 for re-design fees for value engineering changes to the District Court Building.

Resolution 232-08 as Recorded in the office of the City Clerk.

Water and Sewer System Improvements: A resolution of intent regarding the reimbursement of certain costs and expenses incurred in connection with the acquisition, construction and equipping of improvements to the water & sewer systems of the city.

Resolution 233-08 as Recorded in the office of the City Clerk.

McClelland Consulting Engineers, Inc: A resolution approving an engineering contract with McClelland Consulting Engineers, Inc. in the amount of $397,621.00 for design services for water and sewer relocations and concurrent construction of a 36" water transmission main associated with the widening of Highway 265 from Mission to Joyce Boulevard; approving a $20,000.00 contingency; and approving a budget adjustment in the amount for $400,000.00.

Resolution 234-08 as Recorded in the office of the City Clerk.

INEOS Bio: A resolution certifying local government endorsement of INEOS Bio, a division of INEOS USA LLC to participate in the tax back program (The Consolidated Incentive Act of 2003, A.C.A §15-4-2706(D)).

Resolution 235-08 as Recorded in the office of the City Clerk.

Johnson Controls, Inc: A resolution approving a performance contract with Johnson Controls, Inc. in the amount of $291,366.00 for energy efficiency retrofits and subsequent measurement and verification at various city-owned facilities; and approving a budget adjustment in the amount of $291,366.00.

Resolution 236-08 as Recorded in the office of the City Clerk.

A & P Commission Reimbursement: A resolution approving a budget adjustment in the amount of $10,397.91 and recognizing like revenue from the Fayetteville Advertising & Promotion Commission for reimbursement of costs associated with the renovations of the Square Gardens planting beds.

Resolution 237-08 as Recorded in the office of the City Clerk.

DRAFT

Copper Creek Neighborhood Donation: A resolution approving a budget adjustment recognizing $3,300.00 in donations from the Copper Creek Neighborhood for trees to be planted within David Lashley Park.

Resolution 238-08 as Recorded in the office of the City Clerk.

St. Joseph Neighborhood Donation: A resolution approving a budget adjustment recognizing $450.00 in donations from the St. Joseph Neighborhood for a park bench and other amenities at St. Joseph Park.

Resolution 239-08 as Recorded in the office of the City Clerk.

Motorola, Inc: A resolution approving renewal of a maintenance contract pursuant to the bid waiver authority granted by Ordinance No. 4300 with Motorola, Inc. in the amount of $137,025.72 for maintenance of the city's Motorola Smartnet II radio system.

Resolution 240-08 as Recorded in the office of the City Clerk.

Cruse Uniforms and Equipment: A resolution accepting the proposal from Cruse Uniforms and Equipment, Inc. in response to RFP 08-08 and approving a contract to act as the authorized quartermaster for the uniform and equipment needs of the officers of the Fayetteville Police Department.

Resolution 241-08 as Recorded in the office of the City Clerk.

Fayetteville's Heritage: A resolution to protect and celebrate Fayetteville's Heritage, use historic assets for economic development and community revitalization, and encourage people to experience and appreciate local historic resources through education and heritage tourism programs by seeking designation as a Preserve America Community.

Resolution 242-08 as Recorded in the office of the City Clerk.

Fleet Operations Fuel: A resolution approving a budget adjustment in the amount of $360,000.00 to the gasoline and diesel expense budgets in Fleet Operations by recognizing revenue from the fuel charges account.

Resolution 243-08 as Recorded in the office of the City Clerk.

Baird, Kurtz & Dobson (BKD), LLP: A resolution approving the annual contract renewal with Baird, Kurtz & Dobson (BKD), LLP, in the amount of $77,900.00 to conduct the 2008 audit.

Resolution 244-08 as Recorded in the office of the City Clerk.

Hogeye Manufacturing Company, Inc: A resolution authorizing the Mayor to execute a contract with Hogeye Manufacturing Company, Inc. to haul and dispose of solid waste in the city limits of Fayetteville.

DRAFT

Resolution 245-08 as Recorded in the office of the City Clerk.

Area Agency on Aging: A resolution approving a lease agreement with the Area Agency on Aging of Northwest Arkansas for the lease of the Walker Park Senior Adult Center located at 945 S. College Avenue.

Resolution 246-08 as Recorded in the office of the City Clerk.

Amend State Legislature A.C.A §24-12-123: A resolution to request the State Legislature to amend A.C.A §24-12-123 to require approval by the City Council and an authorizing vote of the citizens to allow a mayor to receive a pension.

Resolution 247-08 as Recorded in the office of the City Clerk.

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

DRAFT

Agenda Additions:

Election Budget Adjustment: A resolution approving a budget adjustment in the amount of $16,206.00 from the Educational Reimbursement Account for a portion of the cost of the 2008 Mayoral Run-off Election.

Alderman Rhoads moved to add the Election Budget Adjustment to the agenda. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

Alderman Gray moved to approve the resolution. Alderman Allen seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 248-08 as Recorded in the office of the City Clerk.

Unfinished Business:

Hiring Freeze: Hiring Freeze Appeals: **None**

Park West, LLC Cost Share: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Alderman Jordan moved to send this ordinance back to the Street Committee. Alderman Allen seconded the motion. Upon roll call the motion passed unanimously.

Alderman Rhoads: Will the applicant be unduly prejudiced by that delay?

Tracy Hoskins: It is whatever the Council wants to do. It does not matter to us.

This ordinance was left on the Second Reading.

I-PZD 08-3062 (Westside Storage): An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Current Planning gave a brief update of the project. He stated they would like the Council to consider an amendment to one of the conditions of approval.

Alderman Lucas moved to amend the conditions of approval as recommended by the Planning staff. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

Dennis Caudle, owner: The widening of Rupple Road is why they are here. This was forced upon me by the widening of the road and the taking of the entire frontage from my side. This left me with practically no frontage at all. The City came out and looked at the effects of the proposal to my business. I have a lot on Wedington that is an alternative. This is a solution that will probably solve the problem. I am trying to continue by business as it has for the past 17 years. You have left me with no parking for my business. Regarding the access you have created a situation that can be dangerous to the public. One of the issues you have had with my business is the need for screening.

Mayor Coody: I am sorry we put you in this situation because of the need to widen the road.

Alderman Ferrell: The City approached you initially to do this?

Dennis Caudle: I received a letter with an offer for my frontage. I called the City and Ron came out and looked at the property. I am the only person on that side of the road that is affected.

Alderman Ferrell: When did you find out about the conditions that are intolerable?

Dennis Caudle: When Ron came out and stakes were put up showing where it was going to come to. We began looking at solutions. The dollar figure for the easement does not begin to cover what I will spend if I build the building that is being proposed. Potentially if I build this I can generate more revenue to help pay for it. Everyone agreed this was a good option. I am for the PZD. We did a PZD because it was a faster process.

Mayor Coody: The PZD is supported by you guys and if the PZD is approved by the City Council we are off to the races.

Dennis Caudle: That is correct.

City Attorney Kit Williams: I think they have a disagreement with the conditions of approval.

Steve Clark, representing the owner: There have been some conditions of approval that we are not comfortable with. We would like to see revisions to the conditions of approval. I believe at the Street Committee waived the Bill of Assurance for access off of Wedington.

Ron Petrie, City Engineer: The Street Committee and the City Council approved a settlement on this particular item. This is the last piece of the puzzle, getting the development approved. The development could not move forward because there was some Bill of Assurances that would not allow it. That was done away with and we approved the settlement on the money for the property.

Steve Clark: This is so critical because in order for him to build what needs to be built, which is another climate controlled storage, we had to process this through as a PZD because the zoning would not have been approved.

A discussion followed on the project and the conditions of approval.

City Attorney Kit Williams: This is kind of an unusual situation for a couple of different reasons. There is a 1990 Bill of Assurance where the owner assured that he would keep sixty percent of the number of trees there. I think he has made that requirement. That was before we had the tree preservation ordinance. Then they were looking at the number of trees rather than the tree canopy. I am a little concerned about that because of the history. It might be that the City Council could come to some other kind of agreement with the applicant about mitigating trees or something like that if these particular trees actually prevented the applicant from developing his property the way he needs it to develop. As was stated before he was not going to be able to build on this land at all primarily because they wanted it as a buffer from Wedington. The building that is being proposed would probably be the best screen and buffer for the mini storage that is behind it. I think it is possible that you could come to some sort of agreement with the applicant in this particular case. On bare land that is a different situation when you do not have these previous agreements between the City and the applicant.

Jeremy Pate: This is a unique situation but it still does not relieve the City the responsibility to enforce our tree preservation.

Alderman Allen: It seems to me like it should be up to the applicant to figure out the options instead of the Council. Rules are rules so maybe we are not ready to decide this.

Steve Clark: Our situation is a little bit unique in that the developer has not requested to come in and do this. The City has taken some right of way off of Rupple Road which is creating a problem with his entrance. We are going to have to move the entrance which requires that he move his office as well as the mangers apartment to that entrance. In order for him to amortize the cost he needs to have a certain square footage of rentable space. We are prepared to mitigate for the trees that will be taken out.

Alderman Thiel: What is the situation if we passed this PZD like it is stated with the conditions of approval?

City Attorney Kit Williams: It would be up to the applicant to decide what he wanted to do. It is tied to the right of way issues and if the applicant could establish that this would render his development uneconomical then he could at that point not agree to the amount of money that we have offered for the right of way accusation and could say that he has been damaged more than that because his business has been more reputedly harmed. There is some monetary risk for the City if we can not come to a final resolution with the applicant.

Alderman Thiel: I don't see why we need to table this because I don't think they are going to come back with a different resolution. This is what they want.

Jeremy Pate discussed the trees that would be removed with the applicant's proposal. He said staff would like to talk to the applicant about shifting the building around or reducing the size of the building.

A discussion followed on the building.

Alderman Allen moved to table the ordinance to the January 6, 2009 City Council meeting. Alderman Cook seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was left on the Second Reading and then tabled to the January 6, 2009 City Council meeting.

Villas at Stonebridge Appeal: An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting.***

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

Alderman Thiel: I would like to leave this on this reading until we can do a City Council Tour.

City Attorney Kit Williams read the ordinance.

This ordinance was left on the Second Reading.

Public Hearing

Mayor Coody opened the Public Hearing

Raze and Removal at 3250 Wyman Road: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Travis Getzendaner located at 3250 E. Wyman Road in the City of Fayetteville, Arkansas; and approving the use of funds from a previous budget adjustment.

Yolanda Fields, Community Resources Director gave a description of the raze and removal. She stated the owner has been notified.

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

Resolution 249-08 as Recorded in the office of the City Clerk.

Mayor Coody closed the Public Hearing.

New Business:

Operations Management International Amendment # 16: A resolution approving Amendment Number 16 to the contract with Operations Management International (OMI) in the amount of $7,762,190.00 for the operation, maintenance and management of Fayetteville Wastewater Treatment facilities for 2009.

Alderman Cook: This is the last year of this contract. Next year it will go out for bid. Nothing against OMI, they have done a great job. We have to go out for bid every few years.

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

Resolution 250-08 as Recorded in the office of the City Clerk.

RZN 08-3147 (Naples/Crossover): An ordinance rezoning that property described in Rezoning Petition RZN 08-3147, for approximately 7.20 acres, located at 4081 and 4084 Crossover Road from R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 units per acre and R-O, Residential Office.

City Attorney Kit Williams read the ordinance.

Jeremy Pate: Staff and Planning Commission have recommended unanimously that this site be rezoned. Jeremy gave a brief description of the rezoning.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5204 as Recorded in the office of the City Clerk.

VAC 08-2982 (Markham Hill Cottage Courts): An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts.

City Attorney Kit Williams read the ordinance.

John Miller, a citizen: I have two lots and a house by this alley. I would like the alley to remain like it is.

Jeremy Pate: We would like this to remain on this reading. There may be some alternatives to this vacation request. Any time we receive a formal objection to a vacation request staff typically does not recommend it. That would change our recommendation on this item.

This ordinance was left on the First Reading.

VAC 08-3146 (Maynard/Willoughby): An ordinance approving VAC 08-3146 submitted by Clay Grote HGM Consultants, Inc. for property located at 557 West Willoughby Road to vacate a portion of a right-of-way on the subject property, a total of 0.072 acres.

DRAFT

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the vacation. Planning Commission voted 7-0 in favor and staff is also recommending approval.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5205 as Recorded in the office of the City Clerk.

ADM 08-3159 (CMN Lots 8 & 14 Tree Preservation Variance): A resolution to grant a variance of Chapter 167 Tree Preservation and Protection, in accordance with §156.03 (C) (5) of the Unified Development Code to allow approval of a tree preservation plan prior to development review.

Jeremy Pate gave a brief description of the variance. The Planning Commission voted 7-0 to forward this variance request to the Council recommending approval and staff also agrees.

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

Resolution 251-08 as Recorded in the office of the City Clerk.

Levi Property, LLC Appeal: An appeal of the Planning Commissions decision for ADM 08-3152 Levi Storage Center.

Jeremy Pate: We have a situation where the previous owner of the property obtained a building permit for three new storage buildings on the property. Because of that addition to the development property it would require some landscaping along the street. They constructed the buildings and the property changed ownership. The new property owner was contacted by our Building Safety Division that these buildings did not have a certificate of occupancy. They were able to fix everything but the landscape issue. The applicant is requesting several variances. Staff recommended approval of the variances with conditions of approval.

DRAFT

Jeremy went over the conditions of approval. Staff is recommending approval of this appeal request with the five conditions of approval.

Alderman Ferrell: The applicant has agreed to all the conditions of the appeal?

Jeremy Pate: I believe that is the case.

A discussion followed on the fence that will be installed.

Alderman Thiel: When you look at the hardship this would create and what the owner is willing to do, I would rather see the plantings along Garland Street and in that vacant area. I support this.

City Attorney Kit Williams: You are in agreement with the five conditions of approval?

Applicant: Yes sir.

Alderman Ferrell moved to approve the appeal. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

Resolution 252-08 as Recorded in the office of the City Clerk.

Amend Chapter 159 Water and Wastewater Impact Fees: An ordinance to amend §151.02 Definitions, §155.06 Appeals from Staff Interpretations, §159.02 Water and Wastewater Impact Fees, §159.03 and §159.04 of the Unified Development Code.

City Attorney Kit Williams read the ordinance.

Ron Petrie went over the revisions.

Alderman Thiel: Was there any consideration by the Water and Sewer Committee to reevaluate the single family and break that down by square footage or the amount of bedrooms?

Ron Petrie: We adjusted how we do our rates to take that into account.

City Attorney Kit Williams: When we hired the consultants we hired them to do it as single family, multi family, or commercial. Their study did not address different sizes of homes, appliances, or anything like that. We really don't have factual support if we want to try to go back and adjust that rate.

David Jurgens: The potential for error is huge. We thought it was incredibly difficult and riffed with error. The dwelling units that use less water have lower cost per month for the usage. We have the conservation water rates where the first 2,000 gallons has a much cheaper rate. That was the mechanism that was decided.

DRAFT

Alderman Ferrell: Has the need for infrastructure slowed down any?

Ron Petrie: To a small degree it probably has. It would be hard to quantify that.

Alderman Ferrell: It was my understanding that some of our large customers that we visited with before hand said that if we raised these rates they would probably invest and technically that would allow them to use less water and release less effluent. Has this happened?

David Jurgens: Not significantly. Actually that question pertains entirely to the rates that we passed six or eight months ago. It does not have anything to do with the impact fees.

Paul Becker: They were generally in the same range.

Alderman Cook: The number we came up with was taking the maximum fee and split it into three installments. In the future we will look at the next installment.

City Attorney Kit Williams: We need to add a section five with a date certain of when this will go into effect.

Ron Petrie: If you do that I would be clear that the fees would take effect in the future not the ordinance.

City Attorney Kit Williams: I don't know if we can do that. I would be hesitant to do that. The last time we did it all in one ordinance. I think we need a little longer than 31 days before this goes into effect.

Alderman Thiel: Can we reword this so we can pass part of this immediately?

City Attorney Kit Williams: We would have to split it into two ordinances.

A discussion followed on the effective date of the ordinance.

Alderman Ferrell moved to amend the effective date of the ordinance to March 31, 2009. Alderman Rhoads seconded the motion. Upon roll call the motion passed unanimously.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

DRAFT

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

Ordinance 5206 as Recorded in the office of the City Clerk.

Regional Urban Stormwater Education Program: An ordinance waiving the requirements of formal competitive bidding and approving a memorandum of understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of $42,272.20 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater permit requirements.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5207 as Recorded in the office of the City Clerk.

Fayetteville Youth Center Inc: An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of $211,750.00 to provide public recreation services for the youth and citizens of Fayetteville for 2009.

City Attorney Kit Williams read the ordinance.

Connie Edmonston, Parks & Recreation Director: The City has given them financial assistance since 1967. Every year we get together and set standards.

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

DRAFT

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Allen asked what advancements have been made in the outreach program during the last year or so.

Eric Schuldt, Chief Professional Officer for the Boys and Girls Club: The biggest advancement that we have made is moving our outreach staff off site.

Alderman Allen: Do you have plans to continue to enlarge your outreach program?

Eric Schuldt: One of the things we would like to do this year is to sit down with Connie and the Yvonne Richardson Center and make sure that we are not duplicating services and make sure we can reach as many kids as possible. We have a scholarship program and it has gone up.

Alderman Allen: I think this is a huge need.

Mayor Coody: Funding for this has been consistent over time.

Eric Schuldt: Last year we reduced our allocation from $250,000 to $211,750. We are seeing a reduction in our fee.

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

Ordinance 5208 as Recorded in the office of the City Clerk.

Northwest Arkansas Economic Development District: An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of $55,000.00 to provide public recreation services for the senior citizens of Fayetteville for 2009.

City Attorney Kit Williams read the ordinance.

Connie Edmonston: This is something we have done since 1972. It is a great relationship and a great partnership. They are at the same level that we had them at last year.

Mayor Coody: Thank you for doing such a good job. The use of the facility has skyrocketed.

DRAFT

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5209 as Recorded in the office of the City Clerk.

Smith Communications, LLC: A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site.

City Attorney Kit Williams: I received an email requesting that this be tabled until the first meeting in January.

Alderman Ferrell moved to table the resolution to the January 6, 2009 City Council meeting. Alderman Jordan seconded the motion. Upon roll call the motion passed 7-0. Alderman Rhoads was absent during the vote.

This resolution was tabled to the January 6, 2009 City Council meeting.

Community Access Television, Inc: A resolution approving a contract in the amount of $93,000.00 with Community Access Television, Inc. to operate the public access television channel throughout 2009.

Aubrey Shepherd, a representative of the Telecommunications Board read an email from Richard Drake. In his email he explained the changes to the contract.

Sky Blalock, Community Access Television explained their performance measures. She stated there is an annual report if the Council would like to read it.

Alderman Ferrell: The changes, the new numbers that you said were goals before for the programs and producers are these objectives in 2009 or are they just guides?

Sky Blalock: That is a good question. Since it has been brought to our attention and it is in the contract we are bound by those numbers.

DRAFT

Alderman Lucas: How much money did you raise this year?

Sky Blalock: We achieved the goal that we had. The goal was $3,000 per fund raiser. We are launching a new website and we have just won a grant that will allow us to web stream.

Sky explained all the ways CAT raises money. She stated about 32% of their budget is raised by CAT.

Alderman Lucas: I am in favor of the producers being reduced to 30. I am concerned about reducing the number of new programs. I think you should have something to achieve. It is not challenging.

Sky Blalock: There were two years that we did not make that number.

Alderman Lucas: You have done real well. That is why I do not see any reason to lower it.

Alderman Thiel: I don't think that is lowering their goal. I think their goal is to always do that but that is a requirement of their contract. If they do not fulfill their contract legally that could void their contract. I feel the standards were set fairly high for every year. I support both amendments that the Telecom Board recommended.

City Attorney Kit Williams: There are two amendments to the contract. One would be to reduce the number of producers to 30 and promote the use of the public access channel to the extent that 500 new locally produced programs are cable casted each year and the suggested amendment would be to 300.

Sky Blalock: There was one other change. In the past our contract said that we had to have 40 hours per week cable cast total which is 2,080 per year. If you look at our stats we are normally more than that. The Telecom Board is recommending 3,000 per year to try to make it more realistic. There are some things we can do to tighten up this contract and make those performance measures more realistic.

A discussion followed on the contract and the proposed amendments to the contract.

Alderman Allen: I think we are blessed in this community to have the Telecom Board and CAT. I hope that in years to come people will be taking a look at it and utilizing our freedom of speech possibilities to their best advantage and maybe rethink the round table discussions and all the options that we have.

Alderman Thiel moved to amend the contract as proposed by the Telecommunications Board. Alderman Jordan seconded the motion. Upon roll call the motion passed 7-1. Alderman Lucas voting no.

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

DRAFT

Resolution 253-08 as Recorded in the office of the City Clerk.

New Coal-Fired Power Plants: A resolution against the construction of New Coal-Fired Power Plants.

Mayor Coody: Fayetteville has been leading the charge in the sustainability movement for a while and I thought this would be a good way for Fayetteville to make a local stand on one of the number one causes of carbon dioxide atmospheric pollutions that we have.

Tommy Deweese, AEP Swepco: Since 1978 the citizens of Fayetteville have received the benefits of a coal powered power plant located in Gentry, Arkansas. Since that time the citizens of Fayetteville have enjoyed electrical rates that are 30% below the national average. We are talking about hundreds of millions of dollars the citizens of Fayetteville have saved by the existence of Flint Creek. There is a lot being said out there in carbon capturing and global warming. The whole coal industry is under a lot of critic and a lot of examination. It is under going a lot of change. Since 1978 the clean coal technology that we have and are planning to implement in Southwest Arkansas is a lot more efficient in the capture of any pollutants that we release into the air. We have made several additions to our infrastructure in Northwest Arkansas. In the last five years we have spent over $93 million just in the construction of new transmission lines to allow the power to get in and out of the area. Since 1978 we have had a large amount of growth in the area. I would like for you to go and visit Flint Creek before you vote on this resolution. It is extremely important that you understand this issue and how we generate our power in this area.

Mayor Coody: One thing that I am concerned about is the fact that as we build new coal powered power plants we all recognize the problem we have with Co2 pollution. There is no such thing as clean coal technology. It is a great theory but we need to learn how to sequester Co2 and no one knows how far out the technology is. We are continuing to build new power generating sources without putting much energy or funding in reducing our need for more electricity. If we focused on energy efficiency and reducing waste we would not have to continue to build new plants. I am not saying we need to get away from coal, I am saying that we need to stop any new construction plants.

Aubrey Shepherd: The Council is not going to shut down the power plants and you are not going to keep them from building any new ones. It is an important symbolic move for our City to be on record as favoring the reduction of the use of coal and the reliance and development of newer forms of more efficient energy.

Maggie Bailey: I urge the City Council to pass a resolution to support placing a moratorium on new coal powered power plants. Coal is bad for our health. They affect our respiratory system. Climate change is also bad for our health. It is undisputed that the heat trapping properties of Co2 and green gases are altering the atmosphere. Most of the Co2 comes from burning fossil fuels. Coal, a fossil, is one of the largest sources of global warming in the US. About half of our electricity comes from burning coal. Arkansas is ready for a positive economic transition which can also lead to a betterment of public health and environment. We want energy efficiency, solar

wind, and green jobs to build this infrastructure. We have the natural resources, innovative minds and many alternatives to coal powered power plants here in Arkansas. We ask our City Council and our legislator to be supportive of our actions. We can not afford to wait any longer to cut green house gas emissions. Fayetteville should be a shinning light of green encouragement to the rest of the municipalities in Arkansas, Oklahoma and the region by taking a bold step forward and saying no to new coal.

Jim Bemis: Mayor tonight I support you 1,000 percent. They got rid of the plants in Texas and pushed them over here.

Mayor Coody: One of the reasons the Mayors in Texas got together and killed some of the coal plants is because it would have pushed so many cities out of attainment for their clean air requirements. If you are out of attainment then economic development basically grinds to a halt. I don't think Fayetteville needs to be in the position of lessening our air quality.

Joanna Pollock: I came here because I knew that Fayetteville had the kind of values that I have. I believe in having a sustainable future for many generations to come. I support this resolution. Coal is the single largest source of global warming in the United States. The power plant life span is around 50 years. It does not seem rational to me that we would keep allowing the expansion of these plants. I think it is important that Fayetteville goes down on record as a city that wants to support a sustainable future.

She listed all the problems associated with coal powered plants.

Matthew Petty: I have been involved in this issue for more than a year. We do not have to abolish the use of fossil fuels to understand the negative impact they already have on our society. We need to consider the rate payers and protect the rate payers. I appreciate Tommy Deweese's reminder that it is because of coal power that Arkansas has enjoyed some of the cheapest electricity rates in the country. We need to count our blessings for that. We need to remember we are considering new coal plants not existing coal plants. A cap and trade system is imminent and that will put a price on fossil fuels, a tax on fossil fuels. Coal will be the most negatively affected.

We need cheap and reliable electricity. With new coal we can meet those needs with efficiency improvements. Our system wastes so much. The average building could be improved by 40%. This is pretty much a no brainier. The timing is perfect.

Alderman Ferrell: I understand that there are people that have a different view point than I do about this. I think ultimately we all want clean energy. I think we need to educate ourselves. I don't think this is the largest problem of our age. I respect the people that feel that way. I think it is a problem and something we need to move forward on. We have to remember that people have got to be able to afford energy during this transition period. I would suggest that we go tour the plant.

A discussion followed on touring the plant.

Alderman Lucas: Touring the plant would be fine with me because anything we learn is important. I will support this resolution. I think there is research that needs to be done. We need to let people know that we want clean air and that we want to improve our techniques and ways of doing things. I think it is important to let people know that we want to move in that direction of having clean air.

Alderman Thiel moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 7-1. Alderman Ferrell voting no.

Resolution 254-08 as Recorded in the office of the City Clerk.

Alderman Allen moved to reconsider Amberwood Place. Alderman Cook seconded the motion. Upon roll call the motion passed unanimously.

Amberwood Place Appeal: An ordinance establishing a Residential Planned Zoning District titled R-PZD 08-2965, Amberwood Place, located south and east of Double Springs and Dot Tipton Road; containing approximately 39.98 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was tabled at the September 2, 2008 City Council meeting to the September 16, 2008 City Council meeting. This ordinance was tabled at the September 16, 2008 City Council meeting to the October 7, 2008 City Council meeting. This ordinance was left on the Second Reading at the October 7, 2008 City Council meeting. This ordinance was left on the Second Reading and then tabled to the December 2, 2008 City Council Meeting. This ordinance failed at the December 2, 2008 City Council meeting.***

Alderman Allen moved to table the ordinance to the February 3, 2009 City Council meeting. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was Tabled to the February 3, 2009 City Council meeting.

Alderman Gray: As you all know this is our Mayor's last night to be with us. He is completing eight years of wonderful work with the City of Fayetteville. I thoroughly appreciate what he has been as a Mayor. He is very forward looking and I think he has put us on the map. I want to say thank you.

Mayor Coody: This has been quite a ride and this provided a once in the life time opportunity. It has been an honor to serve the citizens of Fayetteville and I really have enjoyed the staff. This has been quite a learning experience. We have done a lot of good here in town. We could not have done it without the Council's support and the good staff's work.

Alderman Gray: Good leadership.

Alderman Ferrell: I think you have done some good in this City. I wish you well and I thank you for your service to this City and community.

City Attorney Kit Williams: I think you have had many good visions for the City. The square, Dickson Street project, new library, and especially the trial system have been excellent moves. I want to thank you for that and for the opportunity to serve with you. I appreciate your service.

Alderman Lucas: Thank you for your service and we wish you the very best.

Alderman Jordan: I think you have done a wonderful job.

Adjournment: 8:45 PM

Dan Coody, Mayor | **Sondra E. Smith, City Clerk/Treasurer**

DRAFT

State of Arkansas
Duplicate Official Oath of Office

Every officer administering this Oath of Office is required by law to endorse this duplicate thereof, which must be returned to the Secretary of State's Office, State Capitol, Room 026, Little Rock, Arkansas, 72201, ***WITHIN FIFTEEN (15) DAYS*** *after the Commission is dated.*

I, **Brenda Thiel,** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Arkansas, and that I will faithfully discharge the duties of the office of **Alderman, Ward 1, Position 2,** upon which I am now about to enter.

Brenda Thiel
172 E. Willoughby Drive
Fayetteville, AR 72701
479-442-3095

Sworn to and subscribed before me, **Judge Rudy Moore, Jr., a District Judge**

In and for the **County of Washington, City of Fayetteville,** this **6th** day of **January,**

2009.

CITY OF FAYETTEVILLE
STATE OF ARKANSAS
DISTRICT COURT

Judge Rudy Moore, Jr.

This Oath may be administered through the provisions of ACA 21-2-105 depending on the office to which you were elected but **NOT BY A NOTARY PUBLIC! **

****Alderman and Constable oaths of office are to remain with the County Clerk****

State of Arkansas
Duplicate Official Oath of Office

Every officer administering this Oath of Office is required by law to endorse this duplicate thereof, which must be returned to the Secretary of State's Office, State Capitol, Room 026, Little Rock, Arkansas, 72201, ***WITHIN FIFTEEN (15) DAYS*** *after the Commission is dated.*

I, **Matthew Petty,** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Arkansas, and that I will faithfully discharge the duties of the office of **Alderman, Ward 2, Position 2,** upon which I am now about to enter.

Matthew Petty
326 N. Rollston Avenue
Fayetteville, AR 72701
479-595-8303

Sworn to and subscribed before me, **Judge Rudy Moore, Jr., a District Judge**

In and for the **County of Washington, City of Fayetteville,** this **6th** day of **January,**

2009.

CITY OF FAYETTEVILLE
STATE OF ARKANSAS
DISTRICT COURT

Judge Rudy Moore, Jr.

This Oath may be administered through the provisions of ACA 21-2-105 depending on the office to which you were elected but **NOT BY A NOTARY PUBLIC! **

****Alderman and Constable oaths of office are to remain with the County Clerk****

State of Arkansas
Duplicate Official Oath of Office

Every officer administering this Oath of Office is required by law to endorse this duplicate thereof, which must be returned to the Secretary of State's Office, State Capitol, Room 026, Little Rock, Arkansas, 72201, ***WITHIN FIFTEEN (15) DAYS*** *after the Commission is dated.*

I, **Sarah Lewis,** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Arkansas, and that I will faithfully discharge the duties of the office of **Alderman, Ward 4, Position 2,** upon which I am now about to enter.

Sarah Lewis
1908 W. Berry Street
Fayetteville, AR 72701
479-263-2087

Sworn to and subscribed before me, **Judge Rudy Moore, Jr., a District Judge**

In and for the **County of Washington, City of Fayetteville,** this **6th** day of **January, 2009.**

CITY OF FAYETTEVILLE
STATE OF ARKANSAS
DISTRICT COURT

Judge Rudy Moore, Jr.

This Oath may be administered through the provisions of ACA 21-2-105 depending on the office to which you were elected but **NOT BY A NOTARY PUBLIC! **

****Alderman and Constable oaths of office are to remain with the County Clerk****

State of Arkansas
Duplicate Official Oath of Office

Every officer administering this Oath of Office is required by law to endorse this duplicate thereof, which must be returned to the Secretary of State's Office, State Capitol, Room 026, Little Rock, Arkansas, 72201, ***WITHIN FIFTEEN (15) DAYS*** *after the Commission is dated.*

I, **Sondra E. Smith,** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Arkansas, and that I will faithfully discharge the duties of the office of **City Clerk/Treasurer,** upon which I am now about to enter.

Sondra E. Smith

Sondra E. Smith
P.O. Box 9211
Fayetteville, AR 72703
479-575-8323

Sworn to and subscribed before me, **Judge Rudy Moore, Jr., a District Judge**

In and for the **County of Washington, City of Fayetteville,** this **6th** day of

January, 2009.

CITY OF FAYETTEVILLE
STATE OF ARKANSAS
DISTRICT COURT

Judge Rudy Moore, Jr.

This Oath may be administered through the provisions of ACA 21-2-105 depending on the office to which you were elected but **NOT BY A NOTARY PUBLIC! **

****Alderman and Constable oaths of office are to remain with the County Clerk****

State of Arkansas
Duplicate Official Oath of Office

Every officer administering this Oath of Office is required by law to endorse this duplicate thereof, which must be returned to the Secretary of State's Office, State Capitol, Room 026, Little Rock, Arkansas, 72201, ***WITHIN FIFTEEN (15) DAYS*** *after the Commission is dated.*

I, **Robert Ferrell,** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Arkansas, and that I will faithfully discharge the duties of the office of **Alderman, Ward 3, Position 2,** upon which I am now about to enter.

Robert Ferrell
2413 Twin Oaks Court
Fayetteville, AR 72703
479-442-3535

Sworn to and subscribed before me, **Judge Rudy Moore, Jr., a District Judge**

In and for the **County of Washington, City of Fayetteville,** this **6th** day of **January,**

2009.

CITY OF FAYETTEVILLE STATE OF ARKANSAS DISTRICT COURT

Judge Rudy Moore, Jr.

This Oath may be administered through the provisions of ACA 21-2-105 depending on the office to which you were elected but **NOT BY A NOTARY PUBLIC! **

****Alderman and Constable oaths of office are to remain with the County Clerk****

LOCAL PENSION FUND REPORT 2008

In keeping with statutory requirements, I am presenting this report for 2008 on the local Police and Fire retirement funds for the City of Fayetteville. Both of these plans were closed, by law, in 1983 and there are no longer any active members remaining. There are currently 52 police and 63 fire retirees and beneficiaries in the system.

At December 2008 projected expenses from the fire pension fund were in excess of $1.5 million as compared to fund revenues of approximately $232,000.Projected police pension fund expenses exceeded $1.7million as compared to fund revenues of approximately $424,000. This is before adjusting investments to market value. Therefore, final losses will be even larger. Obviously, on a cash flow basis, contributions are not close to covering expenses.

Actuarial evaluations are the responsibility of the State of Arkansas Fire and Police Review Board. Since these evaluations are performed biennially, the last one was completed as of December 31, 2007. Based on those evaluations the unfunded pension obligations of police and fire were $$3,100,000 and $4,700,000 respectively and had grown considerably from prior years. The unfunded actuarially accrued liabilities for these funds were approximately $9.2 million for police and $10.5 million for fire. In the annual reports issued by the Arkansas Pension Review Board neither the fire nor police pension fund were adjudged actuarially sound pursuant to established financial tests. Again, this actuarial valuation was performed before the 2008 current year.

The appropriate local oversight pension boards have been notified of these facts and are currently examining the situation and reviewing possible options. Although, the City has no direct obligation to fund these pension plans other than a .4 mill dedicated levy for each, plus state insurance turn back and certain dedicated fees, the status of these plans need to be carefully monitored .

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Dan Coody**, Mayor
Sondra Smith, City Clerk/Treasurer
Fayetteville Firefighters Pension & Relief Board

CC: **Paul Becker**, Finance Director

FROM: **Kit Williams**, City Attorney

DATE: **April 28, 2008**

RE: **Train wreck approaching**

No one likes to be the bearer of bad news, but I need the Fire Pension and Relief Board Trustees to focus on and understand the very real long term dangers to the Pension Fund. **The train wreck of the total depletion of the Pension Fund's assets could be only ten years away.**

On August 31, 2006, I wrote a memo to you expressing my concerns over the large and growing unfunded liabilities of your Pension and Relief Fund. I ended that memo as follows:

> "Since the actuary has already determined the fund is not actuarially sound, his prediction is that the fund will be exhausted during the lifetimes of you or your beneficiary members ... Acting as fiduciaries for every beneficiary, your duty should be to try to avoid that benefit reduction day and to try to preserve this pension fund and not allow its 'deterioration of actuarial soundness.' "

Reviewing page 10 of the Longer Investment Performance Summary makes me even more concerned now. Even though Longer was able to earn over $3 million on your $10 million portfolio in the last 5 ½ years (a very strong period of stock market advance), the Fund's net value dropped $2.5 million. With only $7.5 million left, you cannot expect to earn nearly so much the next five years. During that period, over $6 million was paid out to retirees. Although there will be no more large DROP payments, the over 104% of ending pay each retiree now receives (90% plus 3% compound interest for five years) will rapidly deplete the Pension and Relief Fund. After the next state evaluation of

I warned you in my October 3, 2006 memo that the annual cash flow out of your pension of "approximately $700,000.00 decline per year cannot be allowed to continue or by 2020, the pension fund could be broke." This might have been too optimistic as I now fear fund bankruptcy as early as 2018.

SOLUTIONS?

What can you as trustees of the Pension and Relief Fund do to prevent the train wreck of bankruptcy and poverty pension payments in ten years? I do not believe you can successfully increase revenues. Remember that the school board lost its most recent millage increase election. I do not think you could win an election to increase millage so you could continue to receive over 100% of ending salary.

If you cannot increase revenue or get the City Council to spend the millions it would take to send you to LOPFI, then your only option is to reduce benefits to sustainable levels. The earlier that benefits are returned to sustainable levels, the less they will have to be reduced. Delaying corrective actions while the pension fund continues to deplete will only make the situation more difficult and the benefit reductions more extreme in the future. In four or five years, your fund could lose another one-third of its value and be reduced to under five million dollars. That means another one-third or more potential earnings from the fund's investment earnings which (with the .4 millage and any insurance turnback) is all you have to pay your benefits will be gone forever. Depleting your fund is like eating your seed corn. Bankruptcy and famine would be the result.

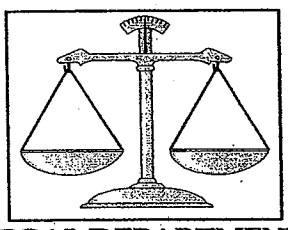
Once you receive your biennial actuarial valuation this summer or early fall, you should determine what a sustainable level of benefits is possible with your remaining pension fund balance. You might also look forward to see what the likely balance of your fund would be in five years (with no change) and what amount of benefits could be sustainably funded. Then it will be time to choose your medicine: a little now or a lot more later.

If this board does nothing to remedy this problem and allows the pension fund's investment account to continue to be paid out for current benefits, **within a decade or so the pension fund account will be gone and your pension fund will be bankrupt**. All pension benefits will then be drastically reduced placing all your pensioners in dire financial straits. Benefits must be reduced to sustainable levels very soon to avoid this train wreck scenario.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Firefighters Pension and Relief Board**

FROM: **Kit Williams**, City Attorney

DATE: **October 3, 2006**

RE: **Revenue Supporting Pension**

Amendment 31 provides that:

> "After consent of the majority of those voting on the question at any general or special election in cities of the first or second class, the cities may annually thereafter levy a tax (for the pension fund) ...."

Fayetteville voters approved a half mill for the Firemen's Pension and Relief Fund which had to be rolled back to .4 mills because of Amendment 59. I am somewhat concerned because the constitutional language is permissive "**may**" rather than the mandatory **shall** "annually thereafter levy a tax".

A.C.A. §24-11-812 makes this annual levy mandatory, "shall be levied annually by the city ...." It is easier to change statutes than the constitution. Property taxes have been a "hot button" issue in the recent past so it is possible this statute could be amended to allow ending of this millage. Other statutory support for the old pension plan (insurance policy premiums, etc.) could also be moved to the new plan. If these revenue supports are taken away from the old plan, it will be far from actuarially sound. It would almost certainly also fail the thirty year cash flow projections which rely upon current funding measures to remain in place.

The Dow Jones Industrial Average is back up to its historical highs of 2000-2001. Unfortunately the assets of the pension fund have declined by $2.7 million since December 2001. With the Dow Jones about **equal** at these dates, it is not the stock market, but the benefit increases of 2001, 2003 and 2005 and the inherent lack of adequate revenue to offset these increasing benefits that have led to the pension fund's two million seven hundred thousand dollar decline in four years. This approximately $700,000.00 decline per year cannot be allowed to continue or by 2020, the pension fund could be broke.

Because there are only three more DROP members who will be paid several hundred thousand dollars out of the pension fund in the next couple of years, I hope the trust funds' decline will slow. Please keep in mind that the decline in your fund means there is less money to invest to earn income and so more of the principal must be used to pay benefits (which speeds up the decline of your total assets).

Although the Fayetteville Firemen's Pension and Relief Fund is supported by Fayetteville city millage pursuant to a vote of the citizens, the City of Fayetteville, itself, is **NOT** responsible to make pension payments if the pension fund goes broke, The Pension Board administers the Pension Fund and is responsible to make certain it remains healthy.

There has been some discussion in the past about the possibility of the City Council declaring the fire pension fund to be "inactive" and assigning it to the Arkansas Local Police and Fire Retirement System (LOPFI) pursuant to A.C.A. §24-11-804. This could also be done for the police pension fund pursuant to A.C.A. §24-11-406. If this were to be done, the benefits would be secured because the City Council would have to agree to pay for the unfunded liability of the pension fund.

With the unfunded accrued liability ballooning to **Ten Million Dollars** for the fire pension fund because of the 2001 benefit increase to 90% of ending salary and additional benefit increases in 2003 and 2005, the price tag is now probably too high for the city taxpayers.

Both of these statutes are not mandatory, but **permissive**: "the **pension fund may be declared as inactive by the employer**." Thus, it is the City Council's sole decision and discretion whether or not the city taxpayers should be taxed to pay the unfunded liability of the pension funds

in addition to the annual city millage. If the pension boards hope to get the City Council to agree to send the pension funds to LOPFI sometime in the future, it should do whatever is possible to reduce this ballooning deficit. Increasing benefits again will only worsen the problem.

What happens if the pension fund runs out of money? I could find no statute **requiring** a city to pay (unless the City Council declared a pension fund "inactive"). Instead, the law is that:

> "(T)he board of trustees pays the full minimum benefit each month to all eligible beneficiaries until the assets in the fund are depleted for the fiscal year, at which time all payments shall cease ...." A.C.A. §24-11-807.

Your fiduciary duty to these beneficiaries is to avoid that calamity.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
January 6, 2009

A meeting of the Fayetteville City Council will be held on January 6, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Oaths of Office:

Brenda Thiel	**Alderman Ward 1**
Matthew Petty	**Alderman Ward 2**
Robert Ferrell	**Alderman Ward 3**
Sarah E. Lewis	**Alderman Ward 4**
Sondra E. Smith	**City Clerk/Treasurer**

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Election of Vice Mayor:
2. Report on the Firemen's and Policemen's Pension and Relief Fund – Mayor

Agenda Additions:

A. Consent:

1. Approval of the December 2, 2008 and December 16, 2008 City Council meeting minutes.

2. **Bid # 08-71 Golden Circle Ford:** A resolution awarding Bid # 08-71 and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

3. **Bid # 08-72 Honda of Fayetteville:** A resolution awarding Bid # 08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of $38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

4. **McKinney Dodge:** A resolution approving the purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items.

5. **Patrick J. Tobin Revocable Trust:** A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed.

6. **Greenland Sewer Service:** A resolution to approve a one year agreement to continue sewer service for Greenland.

7. **Local Police and Firemen's Pension and Relief Funds:** A resolution to request legislation to fully and fairly fund Local Police and Firemen's Pension and Relief Funds.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

   Left on the Second Reading

2. **I-PZD 08-3062 (Westside Storage):** An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting and Tabled to the January 6, 2009 City Council meeting.***

   Left on the Second Reading

3. **Villas at Stonebridge Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

   Left on the Second Reading

4. **VAC 08-2982 (Markham Hill Cottage Courts):** An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts. ***This ordinance was left on the First Reading at the December 16, 2008 City Council meeting.***

   Left on the First Reading

5. **Smith Communications, LLC:** A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site. ***This resolution was tabled at the December 16, 2008 City Council meeting to the January 6, 2009 City Council meeting.***

C. New Business:

1. **Goodwin & Goodwin, Inc:** A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid # 0863; and approving a 5% project contingency in the amount of $77,000.00.

2. **Decco Contractors-Paving, Inc:** A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of $246,724.00.

Announcements:

1. **City Council Tour:**

Adjournment:

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/6/2009
City Council Meeting Date
Agenda Items Only

Dennis Pratt	Fleet Operations	Operations
Submitted By	**Division**	**Department**

Action Required:

A resolution awarding Bid 08-71 to Golden Circle Ford of Jackson, TN in the amount of $73,582.17 for the purchase of a Sign Body truck with crane for use by Transportation Traffic Division, contingent upon the sign body meeting City specifications.

$ 73,582.00	$ 561,654.00	Light/Medium Duty Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 447,968.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02078.2007	$ 113,686.00	Shop Fund
Project Number	Remaining Balance	Fund Name

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

Department Director — Date 12-17-08

City Attorney — Date 12/18/08

Finance and Internal Service Director — Date 12-19-08

Mayor — Date 12/22/08

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 12-17-08 ENTERED

Received in Mayor's Office ENTERED 12/19/08

Comments:

Revised April 16, 2007

Fayetteville
ARKANSAS

FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701
(479) 444-3495 FAX (479) 444-3425

100 BEST FLEETS

Interdepartmental Correspondence

TO: MAYOR/CITY COUNCIL

THRU: GARY DUMAS, DIRECTOR OF OPERATIONS

FROM: DENNIS PRATT, FLEET OPERATIONS SUPT.

DATE: DECEMBER 17, 2008

SUBJECT: **Purchase of one Sign Body truck with crane**

RECOMMENDATION: That City Council approve the purchase of one sign body truck with crane from Golden Circle Ford for assignment to the Transportation Traffic Division in the amount of $73,582.17.

BACKGROUND: **Bid #08-58** was opened on September 10, 2008 for one sign body truck with crane for assignment to the Transportation Traffic Division. Five bid responses were received. This bid was originally awarded to the low bidder Golden Circle Ford on Resolution #180-08, contingent on sign body meeting specs. When the CAD drawings were received it was determined that the sign body did not come close to meeting specifications.

This unit was re-bid. **Bid #08-71** was opened on December 5, 2008. Six bid responses were received. A detailed tabulation sheet is attached. After examining the CAD drawings that were submitted, it was determined that the low bid from Golden Circle Ford does meet specs.

I recommend acceptance of the bid from Golden Circle Ford in the amount of $73,582.17.

This unit is a replacement for #317, a 1999 Ford that was budgeted for replacement in 2006. Much of the delay is the result of difficulty finding a body manufacturer to build a sign body to our specifications.

Funds for this purchase are available in Fleet project #02078 – Light / Medium Utility Vehicles.

This purchase was originally approved by the Equipment Committee on September 16th, 2008, contingent upon the sign body meeting City specifications.

CC: Gary Dumas

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #08-71 AND APPROVING THE PURCHASE OF ONE (1) SIGN BODY TRUCK WITH CRANE FROM GOLDEN CIRCLE FORD OF JACKSON, TENNESSEE IN THE AMOUNT OF $73,582.00 FOR USE BY THE TRANSPORTATION/TRAFFIC DIVISION, SUCH APPROVAL BEING CONTINGENT UPON THE SIGN BODY MEETING THE REQUIRED SPECIFICATIONS.

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 #08-71and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDON, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

BID: 08-71
12/5/2008
2:00 PM
CITY OF FAYETTEVILLE

Fayetteville ARKANSAS

Bid 08-71, Sign Body Truck with Crane Re-Bid

BIDDER	Manufacturer	Model	Total Bid Price
1 All Wheel Drive Equipment			
Item 1	Ford	F550 XL	$34,380.58
Item 2	Dakota Bodies	D84-Sign	$38,081.14
Item 3	Auto Crane	3203H FM	$21,575.70
			$94,037.42
2 Golden Circle Ford			
Item 1	Ford	F550	$31,268.00
Item 2	Reading	UR-146A-DW Custom Service Body	$25,524.69
Item 3	Auto Crane	3203 FM	$16,789.48
			$73,582.17
3 Landers Ford Lincoln Mercury			
Item 1	Ford	F550	$30,721.00
Item 2	Dakota		Included
Item 3	Liftmoore	1032X-15	$53,614.00
			$84,335.00
4 Landers McLarty Ford			
Item 1	Ford -	F550 2009	$32,450.24
Item 2	Reading	UR 146 A-DW	$25,524.69
Item 3	Auto Crane	3203 FM	$16,789.46
			$74,764.39
5 Peterbilt of Fort Smith			
Item 1	Peterbilt	325	$50,942.00
Item 2	Reading	UR-146A-DW	$25,524.69
Item 3	Auto Crane	3203 FM	$16,789.46
			$93,256.15
6 Riser Ford			
Item 1	Ford	F-550	$32,600.00
Item 2	Reading	UR-146A DW	$25,524.69
Item 3	Auto Crane	3203 FM	$16,789.46
			$74,914.15

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

CERTIFIED: P Vice — P. VICE PURCH MGR

WITNESS

12/5/08 — DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:

Date:

P.O Number:

Expected Delivery Date:

Vendor #: **16664**

Vendor Name: **GOLDEN CIRCLE FORD**

Mail Yes:__

Address:

Fob Point:

Taxable Yes:___ No:___

Quotes Attached Yes:___ No:___

City:

State:

Zip Code:

Ship to code: **50**

Divison Head Approval:

Requester: **BARBARA OLSEN**

Requester's Employee #: **1940**

Extension: **485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**2009 FORD F550 WITH READING CUSTOM**	**1**	**EA**	**73,582.17**	**$73,582.17**	**9700.1920.5802.00**	**02078.2007**		
2	**SERVICE SIGN BODY AND AUTOCRANE 3203 HFM**				**$0.00**				
3	**CRANE PER BID #08-71. TO BE UNIT #368,**				**$0.00**				
4	**FIXED ASSET #700368**				**$0.00**				
5					**$0.00**				
6					**$0.00**				
7					**$0.00**				
8					**$0.00**				
9					**$0.00**				
10					**$0.00**				
*	Shipping/Handling		Lot		**$0.00**				

Special Instructions:

Subtotal: **$73,582.17**

Tax: EXEMPT

Total: **$73,582.17**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/6/2009
City Council Meeting Date
Agenda Items Only

Dennis Pratt	Fleet Operations	Operations
Submitted By	**Division**	**Department**

Action Required:

A resolution awarding Bid 08-72 to Honda of Fayetteville in the amount of $38,516 for the purchase of two Honda Elements for use by Parks and Community Resources/Code Compliance.

$ 38,516.00	$ 371,500.00	Police/Passenger Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ -	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02081.2009	$ 371,500.00	Shop Fund
Project Number	Remaining Balance	Fund Name

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

Department Director — Date 12-17-08

City Attorney — Date 12/18/2008

Finance and Internal Service Director — Date 12-19-08

Mayor — Date 12/22/08

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 12-17-08 ENTERED

Received in Mayor's Office ENTERED 12/18/08

Comments:

Fayetteville
ARKANSAS

FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701
(479) 444-3495 FAX (479) 444-3425

100 BEST FLEETS of Fayetteville

Interdepartmental Correspondence

TO: MAYOR/CITY COUNCIL

THRU: GARY DUMAS, DIRECTOR OF OPERATIONS

FROM: DENNIS PRATT, FLEET OPERATIONS SUPT.

DATE: December 17, 2008

SUBJECT: Purchase of two Honda Elements

RECOMMENDATION: That City Council approve the purchase of two Honda Elements in the amount of $38,516. One unit is for Parks and one for Community Resources and Code Enforcement.

BACKGROUND: Bid 08-72 for one Compact SUV was opened December 5th. This unit is to replace a W&S vehicle for the 2008 budget. As the purchase price of $19,258 was under $20,000, it did not have to go to Council for approval.

Since we already had this bid and as it is so close to 2009, Fleet asked Honda of Fayetteville if they would honor the same price for two more units if Council approved the purchase in January, 2009. They agreed to honor the price. In the approved 2009 budget there are two compact SUV's to replace two old Crown Interceptors.

These Elements will replace a 1999 Ford Crown Interceptor for Community Resources and Code Compliance and a 2000 Ford Crown Interceptor for Parks and Recreation.

A bid tab sheet is attached. The two lowest bids do not meet the specs for the brakes, body or dimensions. The bid from Honda of Fayetteville meets all specifications. I recommend acceptance of the bid from Honda of Fayetteville.

Funds are available for this purchase in Fleet Replacement Project #02081 Police/Passenger Vehicles.

CC: Gary Dumas

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #08-72 AND APPROVING THE PURCHASE OF TWO (2) HONDA ELEMENTS FROM HONDA OF FAYETTEVILLE IN THE AMOUNT OF $38,516.00 FOR USE BY THE PARKS & RECREATION AND COMMUNITY RESOURCES/CODE COMPLIANCE DIVISIONS.

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 #08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of $38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDON, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

BID: 08-72
12/5/2008
2:00 PM
CITY OF FAYETTEVILLE

Fayetteville
ARKANSAS

Bid 08-72, Compact SUV Re-Bid

	BIDDER	Manufacturer	Model	Total Price	
1	Honda of Fayetteville	Honda	Element LX 4WD	$19,258.00	☆
2	Landers Ford Lincoln Mercury	Ford	Escape	$17,960.00	does not meet specs
3	Lewis Ford Sales, Inc.	Ford	Escape XLS 4WD	$17,760.00	

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

CERTIFIED: P Vice — P. VICE - PURCH MGR
WITNESS
12/5/08 — DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 12/17/2008
P.O Number:	Expected Delivery Date:
Vendor #: 12603	Vendor Name: HONDA OF FAYETTEVILLE
Mail Yes:__	
Address:	Fob Point:
Taxable Yes:___ No: X	Quotes Attached Yes:____ No:____
City:	State:
Zip Code:	Ship to code: 50
Divison Head Approval	
Requester: BARBARA OLSEN	Requester's Employee #: 1940
Extension: 485	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	HONDA ELEMENT LX4WD PER BID SPECS	2	EA	19,258.00	$38,516.00	9700.1920.5802.00	02081.2009		
2	BID 08-72, TO BE UNITS:				$0.00				
3	#1208, FIXED ASSET 701208				$0.00				
4	#1209, FIXED ASSET 701209				$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$38,516.00
Tax: EXEMPT	
Total:	$38,516.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/6/2009
City Council Meeting Date
Agenda Items Only

Dennis Pratt	Fleet Operations	Operations
Submitted By	**Division**	**Department**

Action Required:

A resolution for the purchase of two Dodge Charger Police Pursuit sedans from McKinney Dodge of McKinney, TX from the State Vehicle Purchase Contract in the amount of $40,636, plus approximately $7,000 each unit for upfit items (cage, seats, consoles, shotgun rack, trunk trays, light bars, sirens, etc.)

$ 54,636.00	$ 371,500.00	Police/Passenger Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 38,516.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02081.2009	$ 332,984.00	Shop Fund
Project Number	Remaining Balance	Fund Name

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

Dan E. Pavan for Greg Dunn — 12-17-08
Department Director — Date

D. J. White — 12/18/08
City Attorney — Date

Paul A. Becker — 12-19-08
Finance and Internal Service Director — Date

Dan Coody — 12/22/08
Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 12-17-08 UM — ENTERED

Received in Mayor's Office — ENTERED 12/19/08

Comments:

Revised April 16, 2007

Fayetteville
ARKANSAS

FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701
(479) 444-3495 FAX (479) 444-3425

100 BEST FLEETS

Interdepartmental Correspondence

TO: MAYOR/CITY COUNCIL

THRU: GARY DUMAS, DIRECTOR OF OPERATIONS

FROM: DENNIS PRATT, FLEET OPERATIONS SUPT.

DATE: December 17, 2008

SUBJECT: Purchase of two Dodge Charger Police Pursuit sedans

RECOMMENDATION: That City Council approve the purchase of two Dodge Charger Police Pursuit sedans from McKinney Dodge of McKinney, Texas from the State Vehicle Purchase Contract in the amount of $40,636, plus approximately $7,000 each unit for up-fit items.

BACKGROUND: Fleet has not yet purchased replacement Police sedans from the 2008 budget. Fleet was waiting for State Contract pricing to come out - which it did late in October. The Police Department has requested to purchase 2 Dodge Chargers and 9 Crown Interceptors with the 2008 funds. The Chargers on state contract will cost $20,318 each. The Police Department wants to try out the two Chargers for the next year in consideration of possible future downsizing of pursuit units.

There will be approximately an additional $7,000 for each unit for all the up-fit items (cage, seats, consoles, shotgun rack, trunk trays, light bars, sirens, etc.).

I recommend the purchase of two Dodge Charger Police Pursuit sedans from the State Vehicle Purchase Contract.

Funds are available for this purchase in Fleet Project #02081 Police/Passenger Vehicles.

CC: Gary Dumas

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF TWO (2) DODGE CHARGER POLICE PURSUIT SEDANS FROM McKINNEY DODGE OF McKINNEY, TEXAS THROUGH THE STATE VEHICLE PURCHASE CONTRACT IN THE AMOUNT OF $20,318.00 EACH PLUS APPROXIMATELY $7,000.00 PER UNIT FOR UP-FIT ITEMS.

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 purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the State Vehicle Purchase Contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDON, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:

Date: **12/17/2008**

P.O Number:

Expected Delivery Date:

Vendor #:

Vendor Name: **MCKINNEY DODGE**

Mail Yes:__

Address:

Fob Point:

Taxable Yes:___ No: x

Quotes Attached Yes:_____ No:_____

City:

State:

Zip Code:

Ship to code: **50**

Divison Head Approval:

Requester: **BARBARA OLSEN**

Requester's Employee #: **1940**

Extension:

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**DODGE CHARGER POLICE PURSUIT SEDANS**	**2**	**EA**	**20,317.85**	**$40,635.70**	**9700.1920.5802.00**	**02081.2008**		
2	**WITH OPTION WL: FULL SIZE SPARE TO MATCH**				**$0.00**				
3	**OTHERS ON VEHICLE, TO BE:**				**$0.00**				
4	**UNIT #1206, FIXED ASSET 701206 AND**				**$0.00**				
5	**UNIT #1207, FIXED ASSET 701207**				**$0.00**				
6					**$0.00**				
7					**$0.00**				
8					**$0.00**				
9					**$0.00**				
10					**$0.00**				
*	Shipping/Handling		Lot		**$0.00**				

Special Instructions:

Subtotal: **$40,635.70**

Tax: EXEMPT

Total: **$40,635.70**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

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

6-Jan-09
City Council Meeting Date

Ron Petrie	Engineering	Operations
Submitted By	Division	Department

Action Required:

Approval of a resolution authorizing the Mayor to sign a Quit Claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust in order to correct a previously recorded warranty deed.

N/A	N/A	N/A
Cost of this request	Category/Project Budget	Program Category / Project Name
N/A	N/A	N/A
Acct. Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] Budget Adjustment Attached [ ]

Department Director for GARY DOMAS 12/17/08 Date

City Attorney 12/18/08

Finance and Internal Service Director Paul A. Becker 12-19-08 Date

Mayor 12/22/08 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 12-17-08 ENTERED

Received in Mayor's Office ENTERED 12/18/08

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer

Date: December 17, 2008

Subject: Resolution authorizing the Mayor to sign a Quit Claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded warranty deed.

RECOMMENDATION

Staff recommends approval of this resolution a authorizing the Mayor to sign a Quit Claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust that was mistakenly conveyed to the City.

BACKGROUND

The Patrick J. Tobin Revocable Trust constructed a commercial development at the southeast corner of the Wedington Drive and Double Springs Road intersection in 2005. As a part of the development requirements, right-of-way was required to be dedicated along both Wedington Drive and Double Springs Road in order to meet the City Master Street Plan requirements. On June 27, 2005 a warranty deed was filed with the Washington County Courthouse that conveyed the right-of-way to the City and also mistakenly conveyed the remaining property. Washington County did not recognize the entire property conveyance and has continued to require the Patrick J. Tobin Revocable Trust to pay the property taxes.

DISCUSSION

On October 29, 2008 the City Attorney's office received a letter from the Woodruff Law Firm requesting that this mistake be corrected. According to the letter, a title search on the property revealed the error and is currently preventing the mortgage to be refinanced.

BUDGET IMPACT

None.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A QUIT-CLAIM DEED OF APPROXIMATELY 5.51 ACRES TO THE PATRICK J. TOBIN REVOCABLE TRUST TO CORRECT A PREVIOUSLY RECORDED WARRANTY DEED.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a Quit-Claim Deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed. A copy of the Deed, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDON, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

Parcel No. 765-16131-000

QUITCLAIM DEED

(This deed is to clarify and correct Deed Ref. 2005-00027611, Recorded 6/27/2005, as the intent was to only convey right-of-way.)

BE IT KNOWN BY THESE PRESENTS:

THAT the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell and quitclaim unto the **Patrick J. Tobin Revocable Living Trust dated March 4, 1997**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, all of our right, title and interest, in and to the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Ten (10), Township Sixteen (16) North, Range Thirty-one (31) West, being more particularly described as follows: Beginning at the Northwest corner of said 40 acre tract, said point being an existing railroad spike in Wedington Drive (State Highway 16); thence South 89 degrees 47 minutes 53 seconds East along the North line of said 40 acre tract 663.47 feet to a point from which an existing railroad spike which lies in an asphalt private drive and on the South right-of-way of said Wedington Drive bears South 00 degrees 04 minutes 58 seconds East 37.39 feet; thence leaving the North line of said 40 acre tract South 00 degrees 04 minutes 58 seconds East 360.05 feet to a set cotton spindle in said asphalt drive, thence North 89 degrees 47 minutes 29 seconds West 670.05 feet to a point on the West line of said 40 acre tract, from which a set reference iron on the East right-of-way of Double Springs Road bears South 89 degrees 47 minutes 29 seconds East 31.01 feet; thence North 00 degrees 57 minutes 57 seconds East 360.00 feet to the point of beginning, containing 5.51 acres, more or less, Washington County, Arkansas.

LESS AND EXCEPT AND SUBJECT TO STREET RIGHT-OF-WAY (as conveyed on Deed Ref. 2005-00027611):

Highway 16 (Wedington Drive) Right-of-Way (Parcel No. 765-16131-002):

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 10, T-16-N, R-31-W, Washington County, Arkansas, being more particularly defined as follows: A 5 foot permanent right-of-way of equal and uniform width located along the South side of the U.S. Highway 16 (Wedington Drive) right-of-way line as established by AHTD Job 040423. This right-of-way is shown and dimensioned in detail on the attached Exhibit "A" and contains 3,050 square feet (0.07 acres), more or less.

Double Springs Road Right-of-Way (Parcel No. 765-16131-003):

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 10, T-16-N, R-31-W, Washington County, Arkansas, being more particularly defined as follows: A permanent right-of-way of variable width located along the South side of the U.S. Highway 16 (Wedington Drive) right-of-way as established by AHTD Job 040423. This permanent right-of-way is shown and dimensioned in detail on the attached Exhibit "A" and contains 4,054 square feet (0.09 acres), more or less.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever.

WITNESS the execution hereof on this _____ day of _____, 2009.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

_____
Sondra Smith, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2009.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

WOODRUFF LAW FIRM
P. O. Drawer 1866
Fayetteville, Arkansas 72702-1866
(479) 444-8444

Ronald G. Woodruff
Marsha C. Woodruff

Office Location:
34 E. Center
FAX: (479) 444-6667

October 29, 2008

VIA FACSIMILE: 575-8315
Kit Williams

Re: Tobin Trust

Dear Kit:

Pat Tobin (as Trustee) is seeking to refinance real property located near the intersection of Highway 16 West and Double Springs Road.

In June of 2005 he executed a Warranty Deed with the intent to give the City two permanent rights-of-way.

The title company takes the position that this deed conveys the land that is described in Deed Record 2003-59395. Pat and I know that he was not transferring title to the property and only intended to give the City the easements.

This problem can be resolved by the City executing a Quitclaim Deed to Patrick J. Tobin Revocable Living Trust (dated March 4, 1997), describing the land (exhibit "A" attached to Deed Record 2003-59395) subject to the two rights-of-way retained by the City.

Let me know your position and how to prepare a deed that can be properly executed by the City. Who will execute the Quitclaim Deed? Is there any procedures that have to be accomplished before the City can execute the Deed?

With all best regards.

Sincerely,

WOODRUFF LAW FIRM

By: Ronald G. Woodruff
Ronald G. Woodruff

RGW:mp

Enclosures

cc: Pat Tobin
Via Fax 443-1338

(Part of) Parcel No. 765- 16131 -001
City of Fayetteville Right-of-Way

Doc ID: 008635600003 Type: REL
Recorded: 08/27/2008 at 10:26:48 AM
Fee Amt: $14.00 Page 1 of 3
Washington County, AR
Bette Stamps Circuit Clerk
File 2005-00027611

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT Patrick J. Tobin Revocable Living Trust (dated March 4, 1997), hereinafter called GRANTOR(S), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

(Deed Record 2003-59395)

PERMANENT RIGHT OF WAY DESCRIPTION-1:

Part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 10, T-16-N, R-31-W, Washington County, Arkansas, being more particularly defined as follows:

A 5 foot permanent Right of Way of equal and uniform width located along the South side of the U.S. Highway 16 (Wedington Drive) right-of-way line as established by AHTD Job 040423. This right-of-way is shown and dimensioned in detail on the attached Exhibit "A" and contains 3,050 square feet (0.07 acres), more or less.

PERMANENT RIGHT OF WAY DESCRIPTION-2:

Part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 10, T-16-N, R-31-W, Washington County, Arkansas, being more particularly defined as follows:

A permanent right-of-way of variable width located along the South side of the U.S. Highway 16 (Wedington Drive) right-of-way line as established by AHTD Job 040423. This permanent right-of-way is shown and dimensioned in detail on the attached Exhibit "A" and contains 4,054 square feet (0.09 acres), more or less.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this 15 day of June 2005.

Patrick J. Tobin Trust

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared PATRICK TOBIN, to me well known as the persons who executed the for-going document, and who stated and acknowledged that he/she/they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 15th day of June, 2005.

Peggy L. Counts
Notary Public

MY COMMISSION EXPIRES:
May 1, 2011

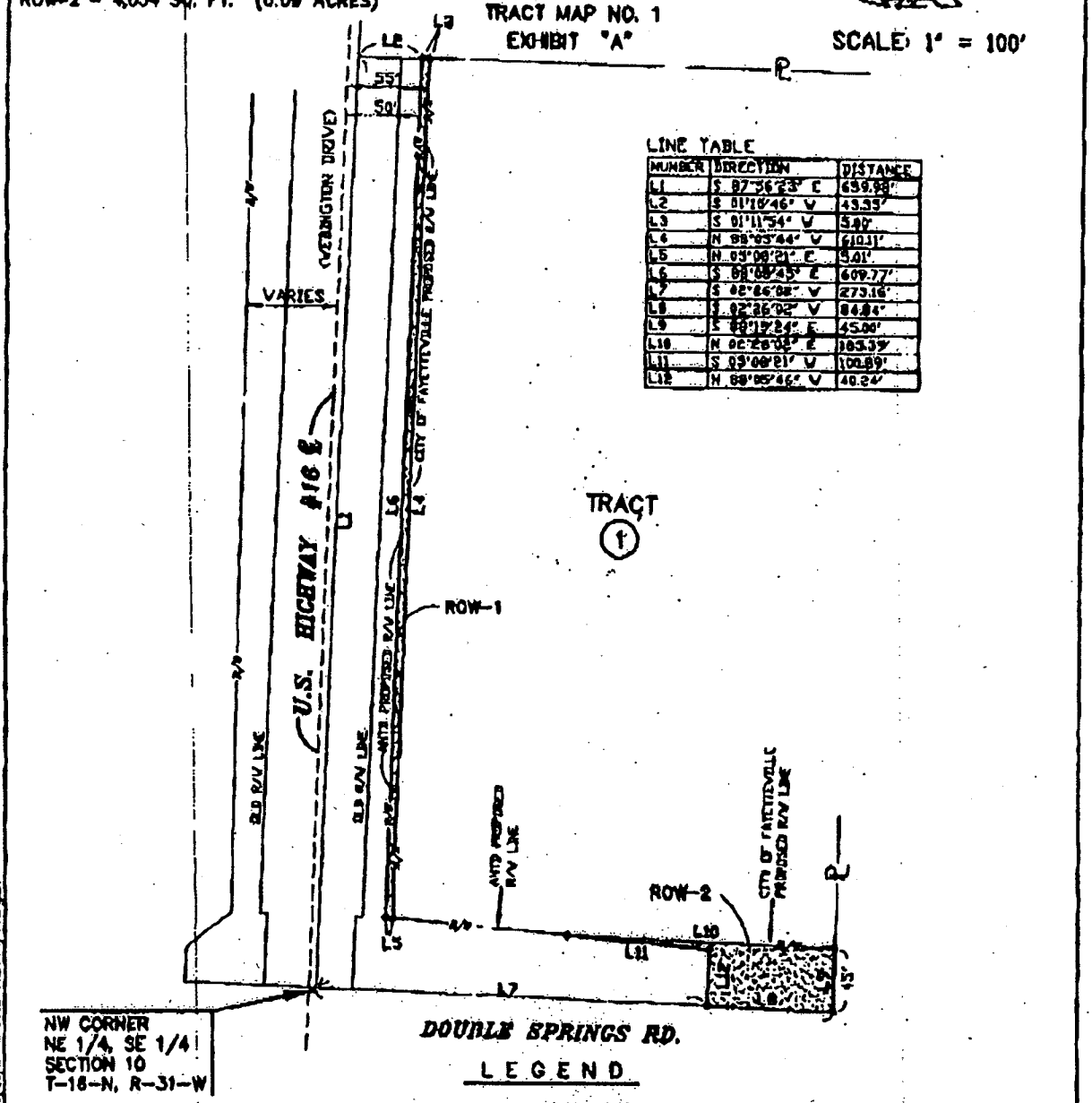
PEGGY L. COUNTS
MY COMMISSION EXPIRES
MAY 1 2011
WASHINGTON COUNTY, AR
NOTARY PUBLIC

APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATION
By: JP Date Oct 24 05

ROW-1 - 3,050 SQ. FT. (0.07 ACRES)
ROW-2 - 4,054 SQ. FT. (0.09 ACRES)

RIGHT OF WAY PLAT
TRACT MAP NO. 1
EXHIBIT "A"

SCALE: 1" = 100'



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 87°36'23" E	659.98'
L2	S 01°10'46" W	43.35'
L3	S 01°11'54" W	5.00'
L4	N 88°03'44" W	610.31'
L5	N 03°08'21" E	5.01'
L6	S 88°08'45" E	609.77'
L7	S 02°26'02" W	273.16'
L8	S 02°26'02" W	84.84'
L9	S 88°17'24" E	45.00'
L10	N 02°26'02" E	383.39'
L11	S 03°08'21" W	100.89'
L12	N 88°05'46" W	40.24'

LEGEND

- Corner of Permanent Utility Easement
- 760-16131-001 — Tax Parcel Number
- 2005-60308 — Deed Book & Page
- Permanent Right of Way Easement
- Existing Property Line

City of Fayetteville Water & Sewer Department	Property Owner: Patrick Tobin, Trust		Project Name: PJT Development		
	Drawn by: McClelland Consulting Engineers		No.	Revisions	Date
	Date: June 2005	Scale: 1" = 100'			
	Project No. 04249	Tract No. 1			

K:\2004\04249\Easement Plat\PJT.DWG, 6/15/2005 10:10:02 AM, Morgan

TITLE INSURANCE COMMITMENT

File No: 0805390-951

BY

Chicago Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. Pay Property Taxes for the year 2007 plus any penalties and interest which may accrue. Taxes for the year herein stated are due in the amount of $9,887.56, and said property is designated on the County Tax Rolls as Tax Parcel Number 765-16131-001 of Washington County, AR.
6. Pay Property Taxes for the year 2007 plus any penalties and interest which may accrue. Taxes for the year herein stated are due in the amount of $131.48, and said property is designated on the County Tax Rolls as Tax Parcel Number 765-16132-000 of Washington County, AR.

item in question

7. Quitclaim Deed, executed by the duly authorized officers of the City of Fayetteville, Arkansas, a municipal corporation, to the current trustees of the Patrick J. Tobin Revocable Living Trust dated March 4, 1997, covering the lands set forth on Schedule A of this commitment. *NOTE: Warranty Deed 2005-27611 conveyed the lands set forth in Schedule A of the commitment to the City of Fayetteville, instead of granting two easements.*
8. Satisfy and release of record, Mortgage, dated April 26, 2007, and filed for record May 2, 2007, in/as Land Document No. 2007-00016556, of the Records of Washington County, AR, executed by Patrick J. Tobin, as Trustee of the Patrick J. Tobin Revocable Living Trust, dated March 4, 1997 and Patrick J. Tobin and Darlene M. Tobin, husband and wife, in favor of Arvest Bank, securing the original principal amount of $300,299.00. NOTE: THIS MORTGAGE IS A CREDIT LINE/FUTURE ADVANCE MORTGAGE. IN ADDITION TO THE REQUIREMENT THAT THE MORTGAGE BE RELEASED OF RECORD AS IT PERTAINS TO THE LANDS AS SET FORTH ON SCHEDULE A OF THIS TITLE COMMITMENT, THE CLOSER MUST INFORM THE LENDER TO TERMINATE PROPERTY INSURED HEREIN FROM THE CREDIT LINE ON THIS MORTGAGE.
9. Provide a Certification of Trust for Patrick J. Tobin Revocable Living Trust dated March 4, 1997, in recordable form, executed by a duly appointed and acting Trustee. Pursuant to Arkansas Statutes 28-73-101 et seq., the Certification must include:

   A) A statement that the trust exists and the date the trust instrument was executed
   B) The identity of the settlor

AGENDA REQUEST

FOR: COUNCIL MEETING OF JANUARY 6, 2008

FROM:

KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Approve A One Year Agreement to Continue Sewer Service For Greenland

APPROVED FOR AGENDA:

Water & Wastewater Director — 19 Dec 08 Date — ENTERED 12-19-08

City Attorney — 12-19-08 Date — ENTERED 12/19/08

Mayor — 12-22-08 Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Fayetteville Sewer Committee**

CC: **David Jurgens**, Water & Wastewater Director

FROM: **Kit Williams**, City Attorney

DATE: **December 16, 2008**

RE: **One Year Sewer Contract with Greenland**

After I drafted a 25-page contract (based upon the approved Farmington sewer contract) for a long-term extension of Greenland's sewer contract with Fayetteville (that expires December 21, 2008), Water & Wastewater Director David Jurgens informed me that a long extension was not needed. Mr. Jurgens informed me that a one year extension was all that would be needed because city staff and the City Sewer Committee desired to obtain ownership (as well as continued operation and maintenance) of the Greenland Sewer System.

Therefore, I have drafted a one year contract that incorporates much of the 1993 contract, but also includes sewer connection requirements identical to the requirements of Fayetteville residents as well as sewer impact fees identical to what new development would have to pay in Fayetteville.

If this proposed one year agreement is satisfactory to the Sewer Committee, I propose it be placed on the January 6, 2009 City Council Agenda for City Council approval. Once it meets the Sewer Committee's approval it should be sent to Greenland for their City Council's approved at their first meeting in January 2009. All sewer services provided to Greenland residents by the City of Fayetteville should continue unchanged through the approval of this contract by both cities.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A ONE YEAR AGREEMENT TO CONTINUE SEWER SERVICE FOR GREENLAND

WHEREAS, the Fayetteville-Greenland Sewer Contract entered into on December 21, 1993, officially expires after December 21, 2008; and

WHEREAS, only a short (one year) extension of this Sewer Contract is needed before the anticipated acquisition of Greenland's sewer system into the Fayetteville sewer system can be accomplished.

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 attached *One Year Agreement to Continue Sewer Service For Greenland* and authorizes Mayor Jordan to execute this contract.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

ONE YEAR AGREEMENT TO CONTINUE SEWER SERVICE BY FAYETTEVILLE FOR GREENLAND

Come now the City of Fayetteville and the City of Greenland and agree to a one year sewer contract for the period of January 6, 2009 until January 5, 2010. The cities agree as follows:

1. Fayetteville agrees that it will continue to operate and maintain the Greenland sewer system and shall treat all wastewater collected within the Greenland city limits (but only for customers who have individual water services provided by Fayetteville). Sewer service to Greenland residents not having Fayetteville water service may be furnished provided mutual agreement on the method of billing such customers can be reached by Fayetteville and Greenland.

2. Greenland agrees that it will require its citizens receiving Fayetteville water service to purchase sewer service from Fayetteville under the same sewer availability criteria as required of Fayetteville citizens. Greenland agrees that its citizens will be subject to pay sewer rates on a cost-of-service basis pursuant to the current sewer service rates adopted by the Fayetteville City Council (§51.137 of the Code of Fayetteville) and any amendments approved thereto.

3. Greenland agrees that it will require its citizens (by ordinance or otherwise adopted no later than March 31, 2009) receiving **new** sewer service from Fayetteville to pay sewer impact fees to Fayetteville in the same amount as new development in Fayetteville pays pursuant to the current ordinance and any amendments to §159.02 **Water and Wastewater Impact Fees** of the Unified Development Code of Fayetteville.

4. Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22 of the 1993 Fayetteville – Greenland Sewer Contract are adopted and incorporated herein as if set forth word for word.

5. Fayetteville and Greenland anticipate that the City of Fayetteville shall either assume ownership and operation of the Greenland sewer system in 2009 or that another, long-term Fayetteville – Greenland Sewer

Contract shall be adopted in 2009 in which Fayetteville will agree to continue to operate and maintain the sewer system within and serving Greenland residents.

IN AGREEMENT WITH ALL PROMISES, OBLIGATIONS AND TERMS STATED ABOVE, the Mayors of the Cities of Fayetteville and Greenland have signed below after having been properly authorized by their respective City Councils.

CITY OF FAYETTEVILLE	**CITY OF GREENLAND**
By: _____	By: _____
LIONELD JORDAN, Mayor	**JOHN GRAY**, Mayor
ATTEST:	ATTEST:
By: _____	By: _____
Sondra E. Smith, City Clerk	**Donna Cheevers**, City Clerk
Date: _____	Date: _____

RESOLUTION NO. 137-93

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE GREENLAND SEWER LINE AND LIFT STATION MAINTENANCE CONTRACT, WITH MODIFICATIONS.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute the Greenland sewer line and lift station maintenance contract, with modifications. A copy of the contracts are attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 21st day of December, 1993.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Sherry L. Thomas
Sherry L. Thomas, City Clerk

FAYETTEVILLE-GREENLAND SEWER CONTRACT

This Contract, made and entered into this 21st day of December 1993, by and between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called Fayetteville, and the City of Greenland, Arkansas, a municipal corporation, hereinafter called Greenland.

WITNESSETH:

WHEREAS, Fayetteville owns and operates a public sewerage system consisting of lateral, main and interceptor sewers, sewage lift stations, and treatment facilities, and

WHEREAS, Fayetteville now has a sewage lift station near the west city limits of Fayetteville from which sewage may be transmitted to Fayetteville's treatment facilities for treatment, and

WHEREAS, Fayetteville's sewerage system has a capacity in excess than required by Fayetteville, and

WHEREAS, Greenland has a public sewerage system, including sewer lines and a sewage pump station, and other appurtenances thereto (hereinafter referred to as the Greenland System), and

WHEREAS, to maintain certain health standards and to alleviate public health hazards to the citizens of Fayetteville and Greenland, the parties hereto desire to provide for maintenance of the Greenland System and treatment of sewage generated in Greenland;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. FAYETTEVILLE'S OBLIGATIONS: Fayetteville agrees that it will, for a period of 15 years, from and after the date of the execution of this contract, operate and maintain (as defined hereinafter) the Greenland System and shall treat all waste water collected within Greenland's City Limits. Provided, however, that Greenland will provide individual sewer service only to customers who have individual water services from Fayetteville. Sewer service to Greenland residents not having Fayetteville water may be furnished provided mutual agreement on method of billing can be attained between Fayetteville and Greenland.

2. GREENLAND'S OBLIGATIONS: Greenland agrees that they will purchase sewer service from Fayetteville for the period above specified for sewer customers within Greenland's City Limits.

Greenland agrees that Fayetteville will be permitted to charge individual customers the rates and charges hereinafter provided.

3. DEFINITION OF LIMITS OF GREENLAND: The term "Greenland City Limits" as used in this contract shall mean the legal corporate limits of Greenland as they exist at the time this contract is executed, or as may be modified by Greenland in the future in whatever manner that may be provided for by law for annexation.

4. SEWER RATES: The rates for sewer service shall be on a cost-of-service basis as computed by a Registered Professional Engineer selected and employed by the City of Fayetteville. Greenland shall have the right to review such rates and provide the City with their comments prior to the time that the rates are adopted by Fayetteville. The rates as of the date of this contract shall be as shown on Exhibit "A" attached. The sewer rates include maintenance and treatment costs, tapping fees, and surcharge rates for excess BOD and Suspended Solids. Fayetteville reserves the right to review the sewer rates at the end of each three year period or at the same time Fayetteville rates are reviewed, and make an adjustment in said rates if indicated, based upon a demonstrable increase or decrease in cost of performance hereunder.

5. CHARGES AND REQUIREMENTS FOR SEWER SERVICE CONNECTIONS: The charges for making individual connections to the Greenland System shall be as established by the Fayetteville City Council and as adjusted from time to time. A Plumbing Permit must be obtained from the City of Fayetteville before a connection order can be issued by Fayetteville.

6. BILLING, COLLECTIONS AND PAYMENT: Fayetteville shall issue billing and collect all bills in accordance with ordinances of the City of Fayetteville and the rules and regulations of the Sewer Department of Fayetteville as now exist or hereafter adopted, and if any customer fails or refuses to pay said billing, Fayetteville shall discontinue water and sewer service to such customer in accordance with said ordinances, rules and regulations.

7. COMPLIANCE WITH RULES AND REGULATIONS: The City of Greenland and all sewer customers shall comply with, at all times, the ordinances, rules and regulations of the City of Fayetteville which may now exist or may hereafter be promulgated. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water and sewer service. Neither Fayetteville nor Greenland shall in any way be liable for any damages or expenses which may result from such discontinuance.

Each customer shall obtain a Plumbing Permit from the City of Fayetteville and install all plumbing in accordance with the ordinances, rules and regulations of the City of Fayetteville in

effect at the time such plumbing is installed. Fayetteville shall provide a copy of each and every regulation and ordinance so alluded to this Contract to Greenland as they now exist and shall provide changes to those regulations as soon as possible after such changes are made.

Greenland shall not be held liable under any rule or regulation or ordinance that has not been properly transmitted to them. Greenland will adopt an ordinance or ordinances providing for the discontinuance of water and sewer service in the event of failure or refusal of a customer to comply with the above provisions. All plumbing shall be inspected by the City of Fayetteville Plumbing Inspector, or his authorized agent. The Plumbing Permit Fee/Inspection Fee shall be as prescribed by the City of Fayetteville from time to time for outside of the City of Fayetteville.

The Plumbing Permit Fees for Greenland shall be determined on a cost of service basis and shall include but not be limited to the costs of equipment used, man hours employed, and mileage, overhead and administrative costs. The Plumbing Permit Fees shall be as shown in Exhibit "B", attached, and as modified by Fayetteville from time to time. Greenland will make provision by ordinance for authorized agents of Fayetteville to enter any and all properties for inspection where the possibility of violation of said plumbing ordinances, rules and regulations may exist.

It is understood Greenland may issue it's own Plumbing Permits and do its own inspections at such time as they develop the staff and capabilities to do so.

8. OWNERSHIP OF SYSTEM: It is understood that the Greenland System, including all sewers, the sewage lift station, force main, and appurtenances thereto are the property of the City of Greenland.

9. OPERATION AND MAINTENANCE: Fayetteville shall operate and maintain all of the existing Greenland System and all facilities which may be constructed and become a part of the Greenland System in the future. Operation and Maintenance shall include:

a) Pump Stations: Fayetteville shall provide the maintenance made necessary by the normal wear and tear encountered by the system. It does not include the replacement or enlargement of the station made necessary either by the increase in normal domestic flows or by an increase in the infiltration and inflow within the Greenland System. Neither does it include repair of extraordinary damages resulting from Acts of God.

b) Gravity Sewers and Force Mains: Operation and maintenance of the gravity sewers and force mains shall mean

the demand maintenance required as a result of a reported gravity sewer or force main blockage, the preventive rodding and cleaning of gravity sewer mains or force mains, and in-house sewer rehabilitation activities. In-house sewer rehabilitation shall include smoke testing, televising of lines, manhole lining and repairs, chemical grouting, point repairs, and line replacements not exceeding 15 feet. Fayetteville agrees that it shall utilize the same criteria to determine the extent and degree of in-house sewer rehabilitation to be done within the Greenland System as we do for the Fayetteville sewerage system.

10. CONSTRUCTION OF NEW FACILITIES: New gravity sewers, force mains, pump stations, sewerage appurtenances, or enlargement thereof shall be constructed without cost to Fayetteville. This includes enlarging, replacing, moving, relocating, lowering, or adjusting to grade of any of the facilities of the system should they become overloaded or for the purpose of permitting construction of other facilities. To the extent that such un-included activities are undertaken they shall be undertaken without cost to Fayetteville. Also included under this Paragraph are pump station replacements or improvements, sewer line replacements, construction of relief sewers, force main replacements and improvements, Sewer System Evaluation Studies intended to define excessive stormwater infiltration and inflow into the Greenland System, and subsequent construction to eliminate such excessive infiltration and inflow, all of which shall be accomplished without cost to Fayetteville. The need for a Sewer System Evaluation Study would be jointly determined by Greenland and Fayetteville.

Fayetteville and Greenland agree that Greenland may add a surcharge to the amounts normally charged by Fayetteville for sewer services provided under this Contract. The purpose shall be to provide for the construction of new facilities as defined in this Paragraph, and for other purposes as may be specified by Greenland. The money collected under this provision shall be collected by the City of Fayetteville and shall be dispersed to Greenland two times per year beginning in January of 1994.

Any interest earned on said funds shall go to Fayetteville to compensate for the administration, audit and payment of said funds.

Plans and specifications for any new construction as described above must be approved by the Fayetteville City Engineer and the Arkansas State Department of Health prior to the execution of any construction contract. Pipe size for any facilities shall be in keeping with prospects for future growth. Pipe and other materials used in such construction shall be in accordance with the standard construction practices of the Sewer Department of Fayetteville at the time such work is done. The design and specifications for any sewer facilities shall be in keeping with acceptable engineering practices at the time of construction. All such construction shall

be planned and supervised by a Registered Professional engineer licensed to practice in the State of Arkansas. Greenland shall not extend any sewer lines beyond the Greenland City Limits as defined in Paragraph 3 of this Contract.

Fayetteville shall be furnished two copies of the "As-Built" plans of all work, with a certification from the Engineer that all work was constructed in accordance with the approved plans and specifications. Fayetteville shall have the right to inspect and test the system within a reasonable time prior to accepting and placing the system into service.

11. EXTENSIONS BY FAYETTEVILLE: Fayetteville shall have the right to make extensions from Greenland's lines to serve adjacent areas inside or outside the present limits of Fayetteville so long as Fayetteville does not serve customers in the present limits of Greenland. The cost of replacement or enlargement of Greenland's lines or pumping facilities required by loads imposed by Fayetteville shall be borne by Fayetteville.

12. EASEMENTS: When easements are necessary in connection with maintenance and/or construction activities provided for in this Contract, those easements shall be acquired by and at the expense of Greenland. The easements shall be of adequate width for construction, installation and maintenance of lines and appurtenances. Fayetteville shall be afforded the right to full use of such easements. The form of such easements, together with the provisions contained therein, shall be the same as used by Fayetteville at the time such easements are obtained. All such easements, whether acquired by condemnation proceedings or otherwise, shall be obtained without cost to Fayetteville.

13. ORDINANCES AND REGULATIONS TO FACILITATE PERFORMANCE OF CONTRACT: Greenland and Fayetteville will enact, adopt or execute ordinances, motions, resolutions, rules, regulations or supplemental agreements which may be necessary to carry out the terms of this agreement. All ordinances required to be enacted by Greenland under this contract shall be enacted within 90 days of the contract execution date unless specifically stated otherwise in the contract.

15. PROSECUTION FOR TAMPERING: Greenland agrees to enact an ordinance or ordinances with provisions substantially as follows:

> "It shall be unlawful for any person other than a person authorized by the Water and Sewer Superintendent of the City of Fayetteville, Arkansas, to make connection with the sewer collection system in this City or to tamper with any manhole or any appurtenance to the sewer collection system in this City. Nothing in this ordinance shall be so constructed as to prevent any person when acting under the authority of the Superintendent of the Water and Sewer Department of the City

of Fayetteville, Arkansas, from changing, altering or otherwise working with any portion of the sewer system located in this City".

That violation of said ordinance or ordinances shall be a Class "A" misdemeanor and shall be prosecuted within the fullest limits of the law. Greenland agrees that it will prosecute all offenders.

16. INDUSTRIAL PRETREATMENT:

a) Greenland Ordinance: Greenland agrees to adopt, within 6 months from the date of this Contract, a sewer use ordinance which is no less stringent and is as broad in scope as the sewer use ordinance as adopted by Fayetteville. Whenever Fayetteville amends its sewer use ordinance, it will forward a copy of such amendments within 10 business days of enactment thereof. Greenland will enact amendments at least as stringent as those adopted by Fayetteville within 30 business days of receipt thereof. The Parties will periodically review their respective sewer use ordinance and jointly draft and adopt amendments (which are equivalent in scope and stringency) to their respective sewer use ordinance when deemed necessary for the effective administration and operation of the pretreatment program. This review will be conducted no less than once every 2 years. However either party may request a joint review whenever such party believes that a review is necessary.

A request for such joint review must be forwarded by the requesting party to all other parties, stating the reason for the request and the date on which the review is requested to take place. Within 10 days of receipt of the request, the receiving party must respond to the request stating that the proposed date is satisfactory or proposing an alternate date(s) for the review. In any case, the joint review will take place within 30 business days of the request.

b) Local Limits: Greenland will adopt and diligently enforce local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Fayetteville. If any revisions or additions are made to Fayetteville's local limits, Fayetteville will forward to Greenland a copy of any such revisions or additions to the local limits within 10 business days of enactment thereof. Greenland agrees to adopt any revisions or additions made to Fayetteville's local limits within 30 business days.

c) Implementation of Greenland Ordinance: Greenland designates Fayetteville as the agent of Greenland for the purposes of implementation and enforcement of Greenland's sewer use ordinance against users connected to the Greenland System.

Fayetteville, on behalf of and as an agent for Greenland will perform technical and administrative duties necessary to implement and enforce Greenland's sewer use ordinance. Fayetteville will: (1) update the industrial waste survey; (2) issue permits to all users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) take all appropriate enforcement action as outlined in the enforcement response plan; and (5) perform any other technical or administrative duties the parties to this agreement deem appropriate.

Fayetteville may, as an agent of Greenland, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

d) Pretreatment Program Costs: Fayetteville will be responsible for all costs (including labor, equipment, attorney's fees, etc.) incurred in implementing and enforcing Greenland's sewer use ordinance on behalf of Greenland. In the event of a lawsuit relating to the implementation or enforcement of the pretreatment program in Greenland, the City of Fayetteville shall be responsible for the defense of its interest only. The City of Greenland will be responsible for attorneys and other professional expertise that may be required to defend it's interest.

Nothing in this paragraph should be construed to mean that Fayetteville will not work with Greenland in every way possible in the event of a lawsuit, nor does it prohibit the combining of legal forces by Fayetteville and Greenland in the defense of a lawsuit as long as the cost sharing of such a defense is agreed upon beforehand.

e) Outside Greenland Dischargers: No industrial user outside the limits of the City of Greenland shall be allowed to tie on to the Greenland System.

f) Arbitration of Disputes: Any disputes arising out of this Contract concerning pretreatment issues will be submitted to non-binding arbitration performed in accordance with the rules of the American Arbitration Association. A decision reached in arbitration will in no way limit Fayetteville's or Greenland's power to enforce requirements directly against

users located in Greenland, nor will it preclude Fayetteville or Greenland from seeking other remedies including, but not limited to, specific performance.

g) Review of Pretreatment Agreement: The portion of this Contract dealing with industrial pretreatment will be reviewed and revised to ensure compliance with the Federal Clean Water Act (42 U. S. C. para. 1251 et seq.) and all rules and regulations (see 40 CFR Part 403) issued thereunder as necessary, but at least every (2) years.

17. LIABILITY: Fayetteville shall not be responsible for damages resulting from acts of God, acts of war, insurrections or rebellions, acts of a public enemy, acts of any unauthorized persons, firms or corporations, or acts of Greenland or its agents or employees.

18. TAXES PROHIBITED: Greenland will not during the period of this contract or any renewal thereof levy any franchise tax, occupation tax, or any other tax of any form whatsoever, by whatever name it may be called, upon Fayetteville or the services rendered pursuant to this contract without consent of all the parties.

19. TERMINATION OF CONTRACT: This agreement may be terminated by either party upon breach by the other of any of the covenants or agreements contained herein, and the failure of the party in breach to remedy such breach within thirty (30) days after receipt of written notice of the existence of such breach.

20. OPTION TO RENEW CONTRACT: Greenland shall have the option to renew this contract upon the same terms and conditions contained herein for a period of fifteen (15) years by giving not less than six months written notice of same in advance of the termination date of this contract. Fayetteville shall notify Greenland within one year.

21. NOTICES: The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the Mayor of the City of Fayetteville, Arkansas, or the Mayor of the City of Greenland, Arkansas, but not limited thereto.

22. SEVERABILITY: Should any term of this Agreement be held null and void or rescinded by a court of competent jurisdiction, the remaining terms of this Agreement will be unaffected and enforceable.

IN WITNESS WHEREOF, Fayetteville and Greenland have executed these presents by their respective Mayors and have caused their seals to be hereunto affixed and same attested to by the City Clerk and City Recorder, having been authorized to do so by appropriate resolution of their respective governing bodies.

CITY OF FAYETTEVILLE

Fred Hanna

Fred Hanna, Mayor

ATTEST: Sherry L. Thomas
City Clerk

CITY OF GREENLAND

Roy Barrett

Roy Barrett, Mayor

ATTEST: Donna Cheevers
City Clerk

EXHIBIT "A"
GREENLAND SEWER RATES

Greenland Sewer Rates shall be as set forth in Section 51.137 of the Fayetteville Code of Ordinances and as may be modified from time to time. The Quantity Charge and the Monthly Service Charge (5/8" Meter) are:

	AS OF 01/01/93	BEGINNING 1/1/94
QUANTITY CHARGE	$ 4.08	$ 4.41
MONTHLY SERVICE CHARGE (5/8" Meter)	6.59	7.12

EXHIBIT "B"
GREENLAND PLUMBING PERMIT FEES
AS OF NOVEMBER, 1993

1. One (1) Fixture	$ 12.00
2. Two (2) Fixtures	18.00
3. Three (3) Fixtures	24.00
4. Four (4) Fixtures	26.00
5. Five (5) Fixtures	28.00
6. Six (6) Fixtures	30.00
7. Seven (7) Fixtures	32.00
8. Additional Fixtures	0.75
9. Concrete Floor	10.00
10. Re-inspection Fee	10.00

The fees as shown are current charges and may be modified from time to time by the City Council of Fayetteville.

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

1/6/2008
City Council Meeting Date
Agenda Items Only

Paul A. Becker	Finance	Finance
Submitted By	**Division**	**Department**

Action Required:

This is a request by the City Council to the Arkansas Legislature to consider legislation which would provide additional insurance premium tax funding to help defray costs to municipalities participating in the LOPFI pension program and/or local pension programs that recieve premium taxes for public safety workers.

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

Budgeted Item No **Budget Adjustment Attached**

Paul A. Becker — 12/17/2008
Department Director — Date

(As to form) — 12-17-08
City Attorney — Date

Paul A. Becker — 12-18-08
Finance and Internal Service Director — Date

Dan Coody — 12/18/08
Mayor — Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 12/17/08 ENTERED

Received in Mayor's Office 12/18/08 P.H.

Comments:

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: **Mayor Lioneld Jordan and Fayetteville City Council**

From: **Paul Becker, Finance Director**

Date: **December 17, 2008**

Subject: **Resolution by the City OF Fayetteville To Fully and Fairly Fund Local Police and Firemen's Retirement Programs**

Recommendation

Staff recommends approval of an ordinance requesting the legislature consider legislation which would provide additional funding to the Local Police and Firemen's Pension System.

Discussion

The Mayor of Harrison has asked Cities to join him in requesting the legislature consider passing legislation which would increase the amount of insurance premium tax allocated to the local fire and police pension systems .Specifically, the request would be to direct a full 2/3 rds portion of total collection to the LOPFI System (currently the state makes certain deductions from that amount) .The request also includes an increase in the insurance premium tax from 2.5% to 3.0% be considered. An important part of this request is that any future unfunded mandates be funded by the state.

Although a portion of insurance premium tax collections are distributed to Cities to help defray the costs of the Local Police and Firemen's Pension System, any remain amounts must be funded by the individual city. The cost to the City of Fayetteville in 2007 above premium tax distributions will be approximately$1.2 million.

The method of premium tax distribution to the Cities is determined by pertinent legislation which is both complex and unequal. The Mayor of Harrison suggests that the legislature consider distribution to the Cities be made based on the total payroll of police and fire. However, this issue has been considered at length by the LOPFI Interim Committee for potential legislative recommendation but has been rejected by them. After analyzing the facts, I do not believe this method of distribution would be fundamentally fair or in the City of Fayetteville's best interest. I therefore have not included this issue in the Resolution.

Any additional funding help for the Local Police and Firemen's retirement programs would be of great benefit to Fayetteville and all other participating Cities. I strongly recommend adoption of this resolution.

RESOLUTION NO. _____

A RESOLUTION TO REQUEST LEGISLATION TO FULLY AND FAIRLY FUND LOCAL POLICE AND FIREMEN'S PENSION AND RELIEF FUNDS

WHEREAS, A.C.A. §24-11-301 and §24-11-809 provide funding from state insurance premium taxes for Local Police and Firemen's Pension and Relief Fund; and

WHEREAS, in recent years the premium tax has not been sufficient to fully and fairly fund all LOPFI programs in all Arkansas cities resulting in some cities and towns having to contribute substantial amounts from general operating monies. In fiscal 2007, the state kept almost $12 million of the premium tax which, with increased retirement demands, resulted in a LOPFI shortfall of $22 million; and

WHEREAS, there is urgent need for increased revenues and a fair allocation of the available funds.

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 requests that the State Legislature determine and declare that all of the two-thirds portion of the collected premium tax of A.C.A. §24-11-301, without deduction, be used for LOPFI.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that the State Legislature increase the insurance premium tax from 2.5% to 3.00 % with all this increase to be allocated to LOPFI.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby requests that the State Legislature refrain from passing unfunded mandates, but rather fully fund any future mandates out of state revenues.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

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

12-4-08
~~18-Nov-08~~
City Council Meeting Date

h Petrie	Engineering	Operations
Submitted By	Division	Department

Action Required:

pproval of an ordinance waiving the requirements of formal competetive bidding and approval of a cost share greement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 12 through Phase I of the Park West Development from two lanes to a four lane boulevard.

$2,157,000.00	$ 23,992,298.00	Garland Avenue (Shiloh to Howard Nickell)
Cost of this request	Category/Project Budget	Program Category / Project Name
4520.9520.5809.00	$ 4,736,122.23	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
06035.1320	$ 19,256,175.77	2006A Sales Tax Construction
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] Budget Adjustment Attached [ ]

Department Director — Date 10.31.08

City Attorney — 11/3/08

Finance and Internal Service Director — Date 11-3-08

Mayor — Date 11/4/08

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 10.31.08 ENTERED

Received in Mayor's Office ENTERED 10/31/08

Comments:

12/16/08
Left on second reading Add to 1/6/09 Agenda
Left on the first reading and

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer

Date: October 31, 2008

Subject: Approval of an ordinance waiving the requirements of formal competetive bidding and approval of a cost share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase I of the Park West Development from two lanes to a four lane boulevard.

RECOMMENDATION

City staff recommends approval of the ordinance waiving the requirements of formal competitive bidding and approval of a cost share agreement with Park West, LLC in the amount of $2,127,000.00 for the upgrade of the future location of Highway 112 through Phase I of the Park West Development from two lanes to a four lane boulevard.

BACKGROUND

The Transportation Bond Program currently contains a project to widen Garland Avenue between Fulbright Expressway and Howard Nickell Road to five lanes. In late 2006, the City hired Jacobs Engineering (formally named Carter & Burgess) to perform all of the surveying and engineering design work for the project. In mid -2007, it was determined that the City should place a hold on this project because of the lagging sales tax collections in order to have in place sufficient funds for the remainder of the bond projects including the projects that are being managed by the Arkansas Highway and Transportation Department. To date, the City has spent $144,400 on the engineering that occurred prior to placing the Garland widening project on hold.

DISCUSSION

The City was approached by representatives of the Paradigm Development Company on a concept that would re-route Garland Avenue diagonally across its property north of the Sam's Club as shown on the attached exhibits. This route would eliminate the two ninety degree bends on Highway 112 at the Howard Nickell Road intersections. The concept was brought forward to the Street Committee for consideration and after several meetings, the concept was forwarded to the full City Council on June 23, 2008 with a

favorable recommendation on the route change on the condition that an acceptable funding source be brought forward for consideration.

After reviewing the available funding options for the relocation project, it was determined that the same methodology that was utilized for the CMN Business Park cost shares should be utilized in this instance. In the CMN Business Park, Steele Boulevard and Van Asche Boulevard were widened to a four lane boulevard and the City and Developer both paid fifty percent of the construction. In the case of the Park West development, it was determined that there are insufficient funds available to construct the entire route through the development and that it could be split into different phases in conjunction with the build-out of the development.

The following is a summary of the Engineering and Construction costs for this street upgrade as was estimated by the Paradigm Development Company's engineer:

Developer's Share	**$ 2,157,000**
City's Share	**$ 2,157,000**
Total	**$ 4,314,000**

These costs do not include any costs for the streets offsite of the main route. The other streets will be the responsibility of the land developer.

BUDGET IMPACT

The Transportation Bond Program included $3,517,600 for the widening of Garland Avenue between Fulbright Expressway and Howard Nickell Road. The City has currently spent $144,400 on engineering which leaves a remainder of $3,373,200 budgeted within the Bond Program.

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A COST-SHARE AGREEMENT WITH PARK WEST, LLC IN THE AMOUNT OF $2,157,000.00 FOR THE UPGRADE OF THE FUTURE LOCATION OF HIGHWAY 112 THROUGH PHASE 1 OF THE PARK WEST DEVELOPMENT FROM TWO LANES TO A FOUR-LANE BOULEVARD.

WHEREAS, the City of Fayetteville desires to relocate and expand a portion of Highway 112 from a two-lane road to a four-lane boulevard; and,

WHEREAS, entering into a cost-share agreement with Park West, LLC and utilizing their engineer and contractor to upgrade this portion of Highway 112 will avoid the added cost and unnecessary duplication of effort which would arise from the formal competitive bidding process.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and waives the requirements of formal competitive bidding to approve a cost-share with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard.

PASSED and **APPROVED** this 18th day of November, 2008.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

CONTRACTUAL AGREEMENT

This Agreement, made and entered into on _____, by and between the City of Fayetteville, Arkansas and Park West, LLC, Witnesseth:

WHEREAS, Park West, LLC will be constructing a portion of a transportation corridor through Phase I of the Park West development that will replace Highway 112 (Garland Avenue) in the future when all Phases are complete; and

WHEREAS, The City of Fayetteville passed a Transportation Bond program that included funds for the widening of Garland Avenue; and

WHEREAS, The City of Fayetteville's Street Committee has recommended that the route of the existing Highway 112 be realigned through the Park West property in order to eliminate two dangerous ninety degree bends; and

WHEREAS, it will benefit the City of Fayetteville to widen this new route at the same time as the street segment is being built by Park West, LLC.

NOW, THEREFORE, the City of Fayetteville and Park West, LLC agree as follows:

1. Upon the City Council and/or the Mayor approving the Street Cost-Share, the City of Fayetteville agrees to:

   A. Pay for 50% of the new Highway 112 boulevard section up to a maximum-not-to-exceed amount of $2,157,000.00 for the afore mentioned street construction as was estimated by the developer's engineer.

   B. Make all efforts to provide payment to Park West, LLC within thirty (30) days after receipt of the invoice(s) but cannot guarantee the thirty day schedule.

2. Park West, LLC agrees to:

   A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street installation.

   B. Provide a copy of the invoice(s) from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the street construction.

3. It is further understood that the contract for construction is between Park West, LLC and their Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of $2,157,000.00 for the street construction.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

CITY OF FAYETTEVILLE

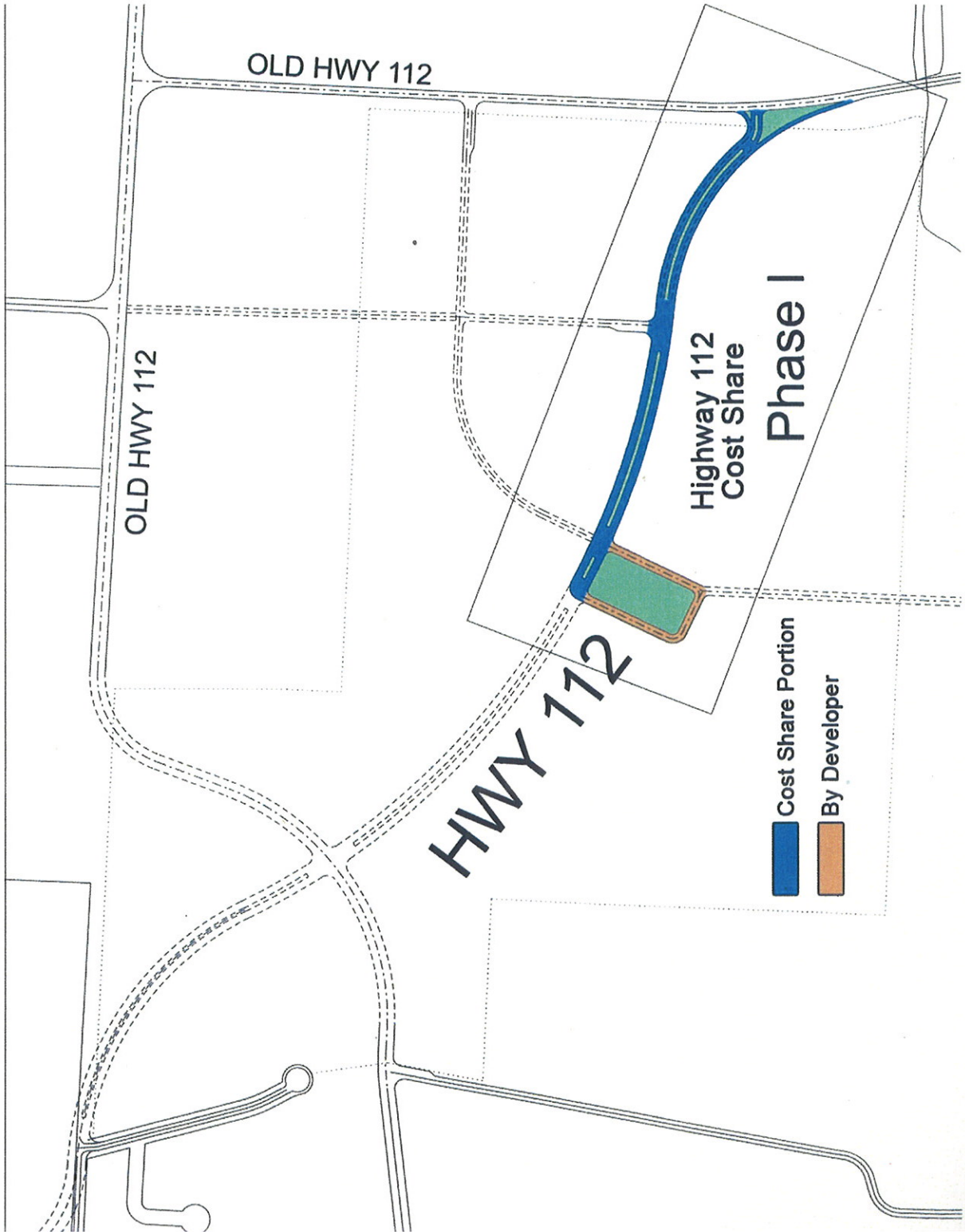
By:_____
DAN COODY, Mayor

Park West, LLC

By:_____

ATTEST:

By:_____
SONDRA SMITH, City Clerk


OLD HWY 112
OLD HWY 112
HWY 112
Highway 112
Cost Share
Phase I
Cost Share Portion
By Developer

New Highway 112 Relocation Project
Estimate of Project Costs

Engineer - McKeehan Engineering 9/17/2008

STREETS AND DRAINAGE	
I - TOPSOIL EXCAV, C & G	
ITEM	
Site Prep., clearing, grubbing, soil removal	$32,946.37
On-site placement, compaction of haul-in material (avg 4.5')	$788,247.55
Undercut (up to 36" avg)	$132,883.70
SUBTOTAL	**$954,077.62**
II. - A. CURB AND GUTTER	
ITEM	
2' wide standard concrete curb & gutter	$169,871.94
SUBTOTAL	**$169,871.94**
II - B. PAVEMENT SECTION	
ITEM	
Subgrade Preparation	$15,946.04
Asphalt Paving (70-22)(1.5" Base Course, 1" Binder, 3/8" surface)	$1,028,973.40
Regular Duty Asphalt (2" Asphalt over 6" Class 7 Base)	$81,884.42
Tack Coat (0.10 gal/sy)	$3,957.59
Prime Coat (0.03 gal/sy)	$1,486.47
Lane Striping (Thermoplastic 4")	$13,151.38
Cross Walks striping and bars	$3,444.41
SUBTOTAL	**$1,148,843.71**
III - SIDEWALKS	
ITEM	
Concrete sidewalk with HC ramps	$97,417.60
SUBTOTAL	**$97,417.60**
IV - STORM SEWER PIPE CONST.	
ITEM	
18" RCP	$62,469.04
24" RCP	$13,699.35
30" RCP (Park West Phase 1B area crossing)	$33,204.62
42" RCP (Relocated Hwy 112 Crossing at Existing Hwy 112)	$0.00
Triple 5'X10' RCB Culvert (East end of project-existing 112)	$0.00
Concrete Channel Lining (Park Heights Area)	$0.00
Bridging Structure over S2	$350,000.00
SUBTOTAL	**$459,373.00**
V - STORM INLETS/JUNC. BOXES	
ITEM	
Curb Inlet	$48,795.78
Rip Rap	$2,391.95
4' Inlet Extension (average of 12' total inlet length)	$8,132.63
SUBTOTAL	**$59,320.36**
VI - INST. PIPE END SECTIONS	
ITEM	
Endwall (West End of relocated 112)	$7,828.20
SUBTOTAL	**$7,828.20**
PART A - Streets and Drainage	**$2,896,732.43**
MISCELLANEOUS	
I - MISC. CONSTRUCTION ITEMS	
ITEM	
Mobilization	$175,000.00
Right of Way Acquisition (approx. 611,100 SF new 112)	~~$815,905.89~~ $0.00
Right of Way Acquisition (approx. 103,305 SF old 112 to Salem Rd)	n/a
Engineering & Surveying Fees (approximate)	$169,200.00
Permitting (COE, AHTD, ADEQ, City of Fayetteville)	$2,500.00
Intersection Signalization	$150,000.00
Maintenance of Traffic	$18,000.00
Remove & Dispose Asphalt Paving	$3,103.33
Street Lights	$22,832.25
Conduit Crossing (4-4" PVC)	$9,312.00
SUBTOTAL	**$1,365,853.47**
II - LANDSCAPING	
ITEM	
Landscaping (incl street trees, wetlands)	$264,600.00
SUBTOTAL	**$264,600.00**
III - EROSION CONTROL	
ITEM	
Silt Fence	$17,587.20
Filter Sock (parallel to existing ditch)	$15,405.00
Inlet Protection	$2,957.32
SUBTOTAL	**$35,949.52**
IV - RE-VEGETATION	
ITEM	
Seeding, Mulching, etc.	$3,821.10
SUBTOTAL	**$3,821.10**
PART B - Miscellaneous	**$1,670,224.09**
GRAND SUB-TOTAL	**$4,566,956.52** $3,751,053.63
15% Contingency	**$685,043.48** $562,946.37
GRAND TOTAL	**$5,252,000.00** $4,314,000.00

NEW NORTHWEST LOOP
FUTURE FREEWAY EXIT
RELOCATED HWY 112
NEW NORTHWEST LOOP
FAYETTEVILLE NORTHWEST COMMERCIAL CENTER AND CORRIDOR
N

ARKANSAS STATE HIGHWAY COMMISSION

JONATHAN BARNETT
CHAIRMAN
SILOAM SPRINGS

CARL S. ROSENBAUM
VICE CHAIRMAN
LITTLE ROCK

R. MADISON MURPHY
EL DORADO

P.O. BOX 2261
LITTLE ROCK, ARKANSAS 72203-2261
PHONE (501) 569-2000 FAX (501) 569-2400
WWW.ARKANSASHIGHWAYS.COM

JOHN ED REGENOLD
ARMOREL

CLIFF HOOFMAN
NORTH LITTLE ROCK

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

January 4, 2008

RECEIVED
JAN 08 2008
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

The Honorable Dan Coody
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Dear Mayor Coody:

Reference is made to your recent letter regarding a conceptual proposal for the relocation of Highway 112 north of Interstate 540.

Department staff has reviewed the proposal and found it to be acceptable from a conceptual standpoint. However, there are some issues that we need to bring to your attention.

Previously, the City had proposed widening existing Highway 112 from Interstate 540 north at no cost to the State. This latest proposal includes the possibility of developing a cost sharing agreement that would include State funds. Be advised that all Federal-aid and State highway funds have been allocated in the current Statewide Transportation Improvement Program. Therefore, there are no Federal-aid or State funds available at this time for cost sharing for this project.

This current proposal would relocate Highway 112 away from the Department's Resident Engineer's Office and the Area Maintenance Headquarters located on existing Highway 112. Access to the relocated highway would need to be maintained from these facilities. In addition, the City would have to commit to maintaining the portion of existing Highway 112 that would be functionally replaced by the proposed project. The Department would maintain the relocated section as Highway 112.

You should be aware that the Arkansas Darter, a candidate species for listing as threatened or endangered, is located in Clabber Creek and associated spring runs. Existing Highway 112 crosses Clabber Creek near the southern end of the proposed relocated section. Also, it has been reported that the creek has

ARKANSAS STATE HIGHWAY COMMISSION
Little Rock, Arkansas

Mayor Dan Coody
January 4, 2008
Page Two

overtopped the highway at this southern end. On the north end, the project appears to be located through a newly platted subdivision at the northeast corner of Howard Nickell Road and Highway 112.

These items will need to be considered during project development. It is requested that the City coordinate with the Department throughout the planning, environmental, and design phases of this project so that we can be assured that all issues are properly addressed prior to the City proceeding with construction of the proposed relocation.

Your interest in improving the transportation system in Northwest Arkansas is appreciated. I look forward to working with you and the City of Fayetteville in this effort.

Sincerely,

Jonathan Barnett
Chairman

c: Director
Deputy Director and Chief Engineer
Assistant to the Director
Assistant Chief Engineer-Planning
Assistant Chief Engineer-Design
Programs and Contracts
Environmental
Planning and Research
Roadway Design
District 4
Northwest Arkansas Regional Planning Commission

Park West, LLC Cost Share
Handed out at the City Council Meeting 12-12-08

CONTRACTUAL AGREEMENT FOR COST SHARE OF STREET CONSTRUCTION COSTS

This Agreement, made and entered into on this 2nd day of December, 2008 by and between the City of Fayetteville, Arkansas and Park West, LLC and Tracy Hoskins (principal shareholder and director), Witnesseth:

WHEREAS, Park West, LLC will be constructing a portion of a transportation corridor through Phase I of Park West development that will replace Highway 112 (Garland Avenue) in the future when all Phases are complete; and

WHEREAS, the City of Fayetteville passed a Transportation Bond program that included funds for the widening of Garland Avenue; and

WHEREAS, the City of Fayetteville's Street Committee has recommended that the route of the existing Highway 112 be realigned through the Park West property in order to eliminate two dangerous ninety degree bends; and

WHEREAS, Park West LLC and Tracy Hoskins (its principal shareholder and director) plan to continue the development of Park West along the proposed corridor for the relocated Highway 112 within the next five years.

NOW, THEREFORE, the City of Fayetteville, Park West, LLC and Tracy Hoskins agree as follows:

1. The City of Fayetteville agrees to:

   A. Pay for 50% of the new Highway 112 boulevard section in Phase I up to a maximum-not-to-exceed amount of **$2,157,000.00** for street construction as was estimated by the developer's representative and shown on Exhibit "A", attached.

   B. Make reasonable efforts to provide payment to Park West, LLC within thirty (30) days after receipt of valid invoices but cannot guarantee all thirty day payments will be made within the thirty day period.

2. Tracy Hoskins and Park West, LLC agree to:

   A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street installation.

   B. Provide a copy of the invoices from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the street construction.

C. Dedicate sufficient right-of-way for a boulevard section to be constructed in the Highway 112 Phase I cost share as shown on Exhibit "B".

3. It is further understood that the contract for construction is between Tracy Hoskins, Park West, LLC and their Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of $2,157,000.00 for the street construction.

4. Within five (5) years or upon development approval along or near Phase II of the Highway 112 relocation project (whichever comes first), Tracy Hoskins, Park West, LLC or any successor owner shall dedicate to the City of Fayetteville or the State of Arkansas at least the sufficient right-of-way for half of the boulevard (50 feet) pursuant to the Master Street Standards. If this corridor property is approved for development with this street configuration, Park West, LLC or its successor shall be required to construct this street to Arkansas Department of Transportation standards for state highways.

5. The City of Fayetteville, Tracy Hoskins and Park West LLC may agree to a future cost share to construct this connection to Highway 112 as a boulevard and may seek to obtain funding for this project from state or federal sources.

6. If Park West has not commenced development by November 30, 2010, this contract is of no effect and is rescinded unless expressly extended by both parties.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

PARK WEST, LLC

By: _____
TRACY HOSKINS

Title: Mayor

TRACY HOSKINS

_____
Personal Commitment

CITY OF FAYETTEVILLE

By: _____
DAN COODY, Mayor

Attest:

By: _____
Sondra Smith, City Clerk

EXHIBIT A

New Highway 112 Relocation Project
Estimate of Project Costs

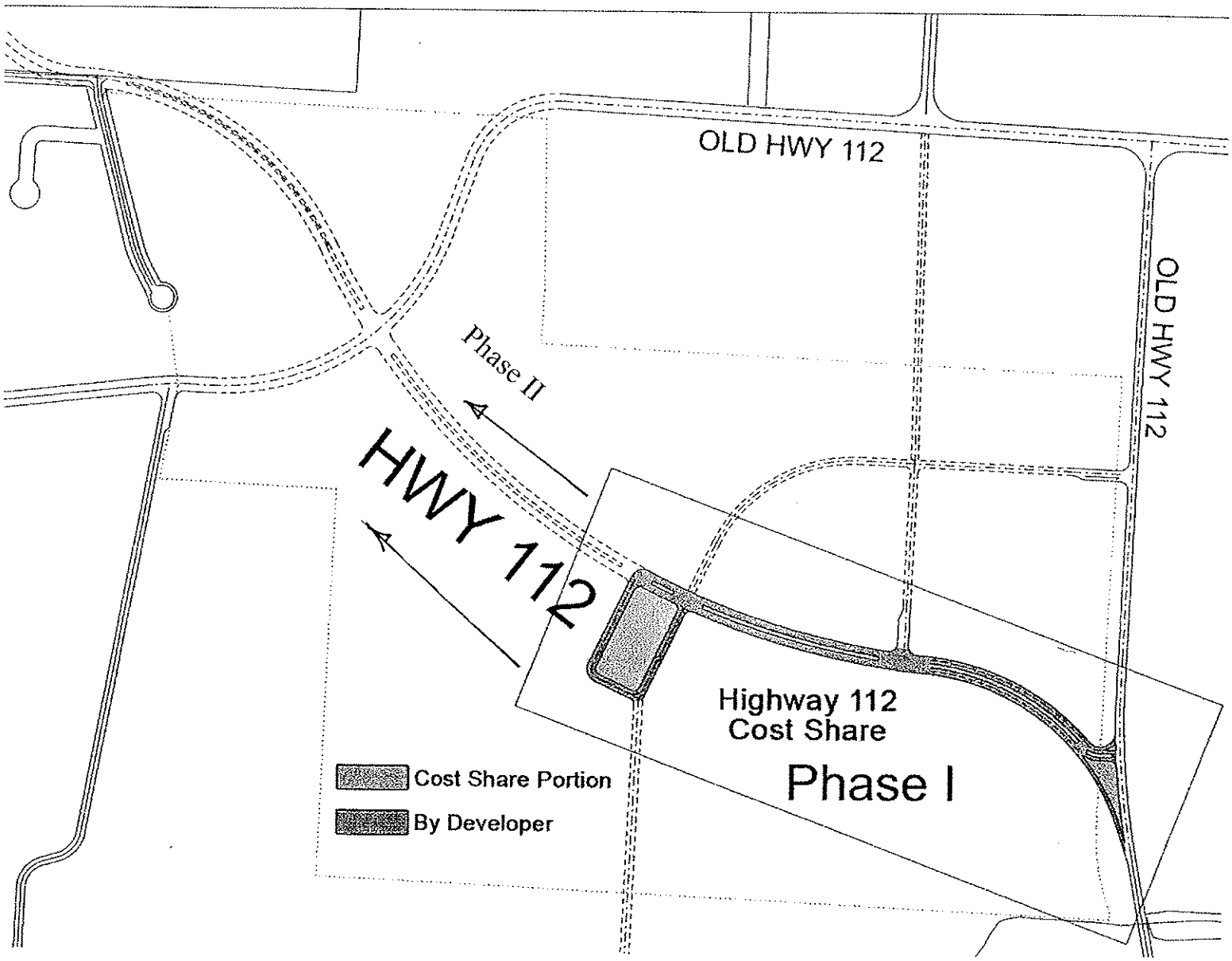
Engineer - McKeehan Engineering 9/17/2008

STREETS AND DRAINAGE	
I - TOPSOIL EXCAV, C & G	
ITEM	
Site Prep., clearing, grubbing, sod removal	$32,946.37
On-site placement, compaction of haul-in material (avg 4.5')	$788,247.55
Undercut (up to 36" avg)	$132,883.70
SUBTOTAL	$954,077.62
II. - A. CURB AND GUTTER	
ITEM	
2' wide standard concrete curb & gutter	$169,871.94
SUBTOTAL	$169,871.94
II - B. PAVEMENT SECTION	
ITEM	
Subgrade Preparation	$15,946.04
Asphalt Paving (70-22)(1.5" Base Course, 1" Binder, 3/8" surface)	$1,028,973.40
Regular Duty Asphalt (2" Asphalt over 8" Class 7 Base)	$81,884.42
Tack Coat (0.10 gal/sy)	$3,957.59
Prime Coat (0.03 gal/sy)	$1,486.47
Lane Striping (Thermoplastic 4")	$13,151.38
Cross Walks striping and bars	$3,444.41
SUBTOTAL	$1,148,843.71
III - SIDEWALKS	
ITEM	
Concrete sidewalk with HC ramps	$97,417.60
SUBTOTAL	$97,417.60
IV - STORM SEWER PIPE CONST.	
ITEM	
18" RCP	$62,469.04
24" RCP	$13,699.35
30" RCP (Park West Phase 1B area crossing)	$33,204.62
42" RCP (Relocated Hwy 112 Crossing at Existing Hwy 112)	$0.00
Triple 5'X10' RCB Culvert (East end of project-existing 112)	$0.00
Concrete Channel Lining (Park Heights Area)	$0.00
Bridging Structure over S2	$350,000.00
SUBTOTAL	$459,373.00
V - STORM INLETS/JUNC. BOXES	
ITEM	
Curb Inlet	$48,795.78
Rip Rap	$2,391.95
4' Inlet Extension (average of 12' total inlet length)	$8,132.63
SUBTOTAL	$59,320.36
VI - INST. PIPE END SECTIONS	
ITEM	
Endwall (West End of relocated 112)	$7,828.20
SUBTOTAL	$7,828.20
PART A - Streets and Drainage	$2,896,732.43

MISCELLANEOUS	
I - MISC. CONSTRUCTION ITEMS	
ITEM	
Mobilization	$175,000.00
Right of Way Acquisition (approx. 611,100 SF new 112)	~~6016,903.89~~ → $0.00
Right of Way Acquisition (approx. 103,305 SF old 112 to Salem Rd)	n/a
Engineering & Surveying Fees (approximate)	$169,200.00
Permitting (COE, AHTD, ADEQ, City of Fayetteville)	$2,500.00
Intersection Signalization	$150,000.00
Maintenance of Traffic	$18,000.00
Remove & Dispose Asphalt Paving	$3,103.33
Street Lights	$22,832.25
Conduit Crossing (4-4" PVC)	$9,312.00
SUBTOTAL	$1,385,853.47
II - LANDSCAPING	
ITEM	
Landscaping (incl street trees, wetlands)	$264,600.00
SUBTOTAL	$264,600.00
III - EROSION CONTROL	
ITEM	
Silt Fence	$17,587.20
Filter Sock (parallel to existing ditch)	$15,405.00
Inlet Protection	$2,957.32
SUBTOTAL	$35,949.52
IV - RE-VEGETATION	
ITEM	
Seeding, Mulching, etc.	$3,821.10
SUBTOTAL	$3,821.10
PART B - Miscellaneous	$1,679,224.09

[redacted]	$3,751,053.63
15% Contingency	$885,043.48 $562,946.37
GRAND TOTAL	$4,636,096.96 $4,314,000.00

EXHIBIT B


OLD HWY 112
OLD HWY 112
Phase II
HWY 112
Highway 112
Cost Share
Phase I
Cost Share Portion
By Developer

CONTRACTUAL AGREEMENT FOR COST SHARE OF STREET CONSTRUCTION COSTS

This Agreement, made and entered into on this 2nd day of December, 2008 by and between the City of Fayetteville, Arkansas and Park West, LLC and Tracy Hoskins (principal shareholder and director), Witnesseth:

WHEREAS, Park West, LLC will be constructing a portion of a transportation corridor through Phase I of Park West development that will replace Highway 112 (Garland Avenue) in the future when all Phases are complete; and

WHEREAS, the City of Fayetteville passed a Transportation Bond program that included funds for the widening of Garland Avenue; and

WHEREAS, the City of Fayetteville's Street Committee has recommended that the route of the existing Highway 112 be realigned through the Park West property in order to eliminate two dangerous ninety degree bends; and

WHEREAS, Park West LLC and Tracy Hoskins (its principal shareholder and director) plan to continue the development of Park West along the proposed corridor for the relocated Highway 112 within the next five years.

NOW, THEREFORE, the City of Fayetteville, Park West, LLC and Tracy Hoskins agree as follows:

1. The City of Fayetteville agrees to:

   A. Pay for 50% of the new Highway 112 boulevard section in Phase I up to a maximum-not-to-exceed amount of **$2,157,000.00** for street construction as was estimated by the developer's representative and shown on Exhibit "A", attached.

   B. Make reasonable efforts to provide payment to Park West, LLC within thirty (30) days after receipt of valid invoices but cannot guarantee all thirty day payments will be made within the thirty day period.

2. Tracy Hoskins and Park West, LLC agree to:

   A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street installation.

   B. Provide a copy of the invoices from the Contractor and a completed lien waiver executed by the Contractor upon acceptance of the street construction.

C. Dedicate sufficient right-of-way for a boulevard section to be constructed in the Highway 112 Phase I cost share as shown on Exhibit "B".

3. It is further understood that the contract for construction is between Tracy Hoskins, Park West, LLC and their Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in a contractual agreement with a not-to-exceed amount of $2,157,000.00 for the street construction.

4. Within five (5) years or upon development approval along or near Phase II of the Highway 112 relocation project (whichever comes first), Tracy Hoskins, Park West, LLC or any successor owner shall dedicate to the City of Fayetteville or the State of Arkansas at least the sufficient right-of-way for half of the boulevard (50 feet) pursuant to the Master Street Standards. If this corridor property is approved for development with this street configuration, Park West, LLC or its successor shall be required to construct this street to Arkansas Department of Transportation standards for state highways.

5. The City of Fayetteville, Tracy Hoskins and Park West LLC may agree to a future cost share to construct this connection to Highway 112 as a boulevard and may seek to obtain funding for this project from state or federal sources.

6. If Park West has not commenced development by November 30, 2010, this contract is of no effect and is rescinded unless expressly extended by both parties.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

PARK WEST, LLC

By: _____
TRACY HOSKINS

Title: Manager

TRACY HOSKINS

_____
Personal Commitment

CITY OF FAYETTEVILLE

By: _____
DAN COODY, Mayor

Attest:

By: _____
Sondra Smith, City Clerk

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

12/2/2008
City Council Meeting Date
Agenda Items Only

Jeremy Pate	Planning	Operations
Submitted By	**Division**	**Department**

Action Required:

I-PZD 08-3062: Planned Zoning District (Westside Storage, 400): Submitted by Steve Clark for property located at 1192 North Rupple Road containing approximately 0.77 acres. The request is for a zoning and land use only application for an additional climate controlled storage building, a new entrance from Wedington Drive with new management buildings at that entrance.

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 — Date 11.14.08

City Attorney — Date 11-16-08

Finance and Internal Service Director — Paul A. Becker — Date 11-17-08

Mayor — Date 11/18/08

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — Sen 11/14/08

Received in Mayor's Office — ENTERED 11/17/08

Comments:

Tabled to Jan. 6, 2009 mtg 12/16/08
Left on the first reading 12/2/08

City Council Meeting of December 2, 2008
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: November 13, 2008

Subject: Industrial Planned Zoning District for Westside Storage (I-PZD 08-3062)

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance creating an Industrial Planned Zoning District (I-PZD) for Westside Storage, based on the development standards, plans and statement of commitments submitted. This action will establish a unique zoning district for a self storage facility on approximately 0.77 acres.

BACKGROUND

Westside Storage development totals approximately 5.05 acres with frontage on Rupple Road and Wedington Drive. The northern part of the property is zoned C-2, Thoroughfare Commercial and the southern portion is zoned R-O, Residential Office.

Background: The City Council rezoned approximately 3.5 acres of the property on July 17, 1990 with a Bill of Assurance that limited the property as follows: 1) the 3.5-acre tract shall be limited to mini-storage development only; 2) at least 60% of all existing trees with a caliper of 8" or more are to be preserved; 3) and access to the 3.5-acres shall be restricted to Rupple Road. There are currently 12 mini-storage buildings located on this portion of the property.

The property owner returned in 2000 with a request to rezone the remaining 1.5 acres to C-2. The request was denied by the Planning Commission, but was appealed to the City Council. During discussions with the City Council, the applicant amended the request to rezone only 0.52 acres to allow one additional storage building. The City Council returned the amended rezoning request to the Planning Commission for additional review. The Planning Commission then forwarded the amended rezoning request to the City Council with a recommendation for approval and the City Council approved the request on January 23, 2001 with a Bill of Assurance that limited the property as follows: 1) the 0.52-acre tract shall be limited to a climate controlled storage facility and/or mini-storage facility; and 2) screening shall be approved by the Planning Commission.

The Planning Commission and City Council noted several times that although rezoning 0.52 acres to C-2 would lead to an additional storage unit, there would still be sufficient room along Wedington Drive to construct a building in the future that would screen the storage facility from the street.

City Council Meeting of December 2, 2008
Agenda Item Number

On November 04, 2008 the City Council, by Resolution No. 204-08, approved a settlement with Westside Storage, Inc. for right-of-way and easement acquisition for the Rupple Road widening project. As part of this approval, the City Council also officially permitted access to the development from Wedington Drive which had been restricted by a Bill of Assurance offered by the property owner in 1990, subject to the applicant/City agreement on a negotiated right-of-way purchase.

The applicant requests rezoning and land use approval of an Industrial Planned Zoning District (I-PZD) to allow for one additional self storage building, manager's office and sleeping quarters.

DISCUSSION

The Planning Commission voted 7-0-0 in favor of this request on November 10, 2008. Recommended conditions were approved by the Planning Commission and are reflected in the attached staff report.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING AN INDUSTRIAL PLANNED ZONING DISTRICT TITLED I-PZD 08-3062 WESTSIDE STORAGE, LOCATED AT 1192 NORTH RUPPLE ROAD, CONTAINING APPROXIMATELY 0.77 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

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

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

From R-O, Residential Office to I-PZD 08-3062 Westside Storage 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 , 2008.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

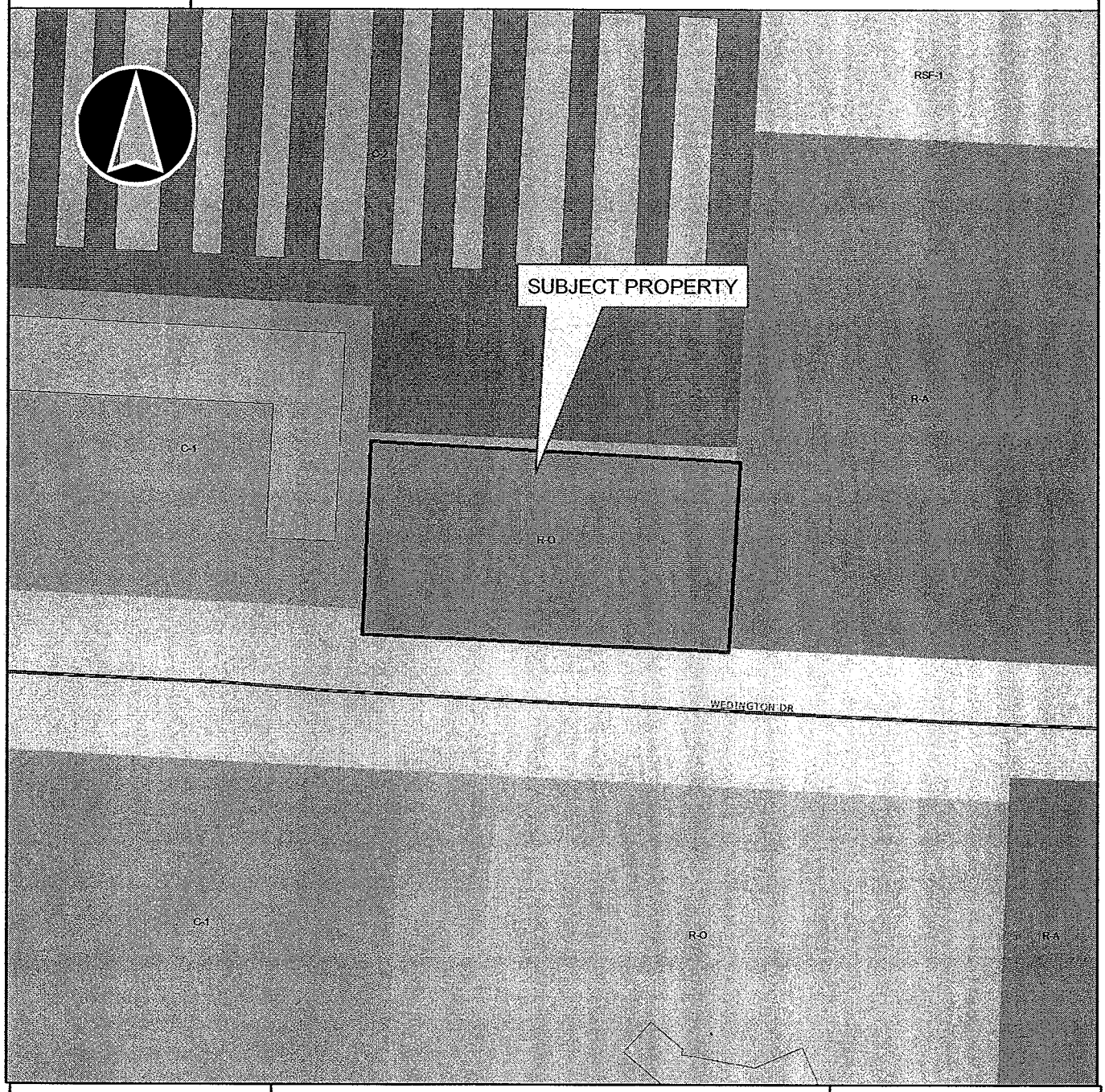
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT "A"

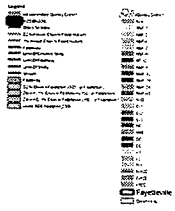
IPZD08-3062

Close Up View

WESTSIDE STORAGE



Overview



0 37.5 75 150 225 300 Feet

EXHIBIT "B"
I-PZD 08-3062

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°34'19"E 267.00 FEET ALONG THE WEST LINE THEREOF, THENCE S87°05'17"E 373.10 FEET TO A FOUND 5/8" REBAR, THENCE S02°28'31"W 92.20 FEET TO THE POINT OF BEGINNING, THENCE S86°49'36"E 254.23 FEET, THENCE S03°21'48"W 131.38 FEET, TO THE EXISTING NORTH RIGHT-OF-WAY OF WEDINGTON DRIVE (ARKANSAS STATE HIGHWAY #16), THENCE N87°19'16"W 252.18 FEET, ALONG SAID ROW, THENCE N02°28'31"E 133.56 FEET TO THE POINT OF BEGINNING, CONTAINING 0.77 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT-OF-WAY OF WEDINGTON DRIVE (ARKANSAS STATE HIGHWAY #16) ON THE SOUTH AND TO ALL OTHER EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

CONDITIONS OF APPROVAL:

I-PZD 08-3062

The Planning Commission and staff recommend the following conditions of approval associated with I-PZD 08-3062 (Westside Storage).

Conditions of Approval Adopted by the City Council:

Streets and Right-of-Way

1. Planning Commission determination of design standards. Staff generally finds in favor of the proposed building elevations as submitted. *However, in an effort to present a building that serves as a screen for the remainder of the storage facility, the applicant shall utilize a varying parapet or other feature to vary the building façade and conceal the low sloping roof often associated with storage facilities.*

2. Right-of-way dedication in the amount of 48.5' feet from centerline along Wedington Drive shall be dedicated by warranty deed prior to building permit approval. If right-of-way for Rupple Road has not been obtained, the applicant shall dedicate 53.5' of right-of-way from centerline prior to building permit.

3. The two existing driveways on Rupple Road shall be limited to exit only and shall be clearly marked with signage indicating such restriction. At the time of project development, all remaining parking spaces shall be removed adjacent to Rupple Road.

4. Landscaping along Wedington Drive and Rupple Road shall be installed to meet the requirements of the Landscape Ordinance. A landscape plan will be reviewed at the time of development. As part of the Rupple Road widening, approximately six trees may be required to be removed. The City will attempt to protect the trees in front of the storage building along Rupple Road. However, because their survival can not be guaranteed due to the proximity of the new sidewalk, the City has agreed to pay Mr. Caudle $3,000.00 for these trees. If the trees survive and are in good health at the time of development of the PZD, these trees may be counted for the total required along Rupple Road.

5. Signage within the I-PZD zoning district shall be in accordance with the R-O zoning district.

6. In addition to the requirement of the Bill of Assurance to preserve 60% of all existing trees with a caliper of 8" or more, the development shall also be required to comply with the Tree Preservation requirements as set forth in the Unified Development Code at the time of development, with a minimum of 25% canopy.

7. Though this PZD is conceptual only, the Urban Forester has visited the property and assessed the condition of the existing trees. Many are in poor condition, and their removal is recommended with development. However, the Urban Forester is recommending that at the time the development plan is submitted, the applicant shall evaluate reducing the building size and/or placement to potentially protect additional trees that are in good health (#9-14), in addition to those currently being planned for protection. Final recommendations will take place at the time of development review. Please see the attached comments from the Urban Forester for more information.

8. Large scale development approval shall be obtained within one year from the date of City Council approval of the Planned Zoning District and prior to the commencement of construction. A final

CONDITIONS OF APPROVAL:

I-PZD 08-3062

certificate of occupancy shall be obtained within three years from the date of large scale development approval.

9. 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.

Standard Conditions of Approval:

10. 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.

11. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Architectural elevations for these structures shall be submitted for review prior to issuance of a building permit.

12. 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.

13. 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).

14. Provide a CD containing the proposed Large Scale Development drawings in AutoCad or similar digital format.

15. 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.

16. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.

Fayetteville
ARKANSAS

Planning Commission Meeting
November 10, 2008

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Planning Commission Members
FROM:	Jesse Fulcher, Current Planner
	Matt Casey, Assistant City Engineer
THRU:	Jeremy Pate, Director of Current Planning
DATE:	~~November 4, 2008~~ *Updated November 13, 2008*

I-PZD 08-3062: (WESTSIDE STORAGE, 400): Submitted by STEVE CLARK for property located at 1192 N RUPPLE ROAD. The property is zoned R-O, Residential Office and contains approximately 0.77 acres. The request is to review a zoning and land use only application for an additional climate controlled storage building, a new entrance from Wedington Drive with new management buildings at that entrance.

Planner: Jesse Fulcher

Findings:

Property Description: Westside Storage development totals approximately 5.05 acres with frontage on Rupple Road and Wedington Drive. The northern part of the property is zoned C-2, Thoroughfare Commercial and the southern portion is zoned R-O, Residential Office.

Background: The City Council rezoned approximately 3.5 acres of the property on July 17, 1990 with a Bill of Assurance that limited the property as follows: 1) the 3.5-acre tract shall be limited to mini-storage development only; 2) at least 60% of all existing trees with a caliper of 8" or more are to be preserved; 3) and access to the 3.5-acres shall be restricted to Rupple Road. There are currently 12 mini-storage buildings located on this portion of the property.

The property owner returned in 2000 with a request to rezone the remaining 1.5 acres to C-2. The request was denied by the Planning Commission, but was appealed to the City Council. During discussions with the City Council, the applicant amended the request to rezone only 0.52 acres to allow one additional storage building. The City Council returned the amended rezoning request to the Planning Commission for additional review. The Planning Commission then forwarded the amended rezoning request to the City Council with a recommendation for approval and the City Council approved the request on January 23, 2001 with a Bill of Assurance that limited the property as follows: 1) the 0.52-acre tract shall be limited to a climate controlled storage facility and/or mini-storage facility; and 2) screening shall be approved by the Planning Commission.

The Planning Commission and City Council noted several times that although rezoning 0.52 acres to C-2 would lead to an additional storage unit, there would still be sufficient room along Wedington Drive to construct a building in the future that would screen the storage facility from the street.

Surrounding zoning and land uses are depicted in *Table 1*.

Table 1
Surrounding Land Use/Zoning:

Direction from Site	Land Use	Zoning
North	The Links at Fayetteville	R-PZD
South	Airways Freight	R-O
East	Undeveloped	R-A
West	Shopping Center	C-1

Proposal: The applicant requests rezoning and land use approval of an Industrial Planned Zoning District (I-PZD) to allow for one additional self storage building, managers office and sleeping quarters.

Access: Access to the site is currently limited by a Bill of Assurance to Rupple Road. The existing curb-cut on Wedington Drive was constructed by the Highway Department and the driveway was installed for emergency access only.

At this time Rupple Road is being widened as part of the improvements associated with The Links at Fayetteville project located to the north of the subject property. The street widening will reduce the length of the entrance drive from approximately 85' to 45'. The property owner has stated that the reduced driveway length will result in moving trucks and trailers not being able to fully exit the roadway while awaiting the security gates to open. This could result in a dangerous situation for the truck drivers and general vehicular traffic on Rupple Road. Consequently, the applicant is requesting that the City Council amend the Bill of Assurance from 1990 to allow access from Wedington Drive, as part of a negotiated agreement for purchase of additional right-of-way. This item is currently on the consent agenda of the City Council at its November 6, 2008 meeting.

Water & Sewer: Water and sewer lines shall be extended to serve the development.

Adjacent Master Street Plan Streets: Wedington Drive (Principal Arterial) and Rupple Road (Principal Arterial Parkway)

Tree Preservation: The subject request is for zoning and land use approval and therefore a detailed tree preservation plan has not been presented. However, the applicant is still required to maintain 60% of all existing trees with a caliper of 8" or more pursuant to the Bill of Assurance from 1990, and the applicant is required to preserve 25% of the existing canopy on the subject property pursuant to Chapter 167 Tree Preservation, for a PZD.

Public Comment: Staff has not received comments from surrounding property owners.

Police and Fire Service: The Fayetteville Police and Fire Departments reviewed this rezoning request and concluded that adverse impacts to provision of service would not occur.

Recommendation: In general, a self storage development on the subject property is not consistent with the goals and policies of City Plan 2025, or the Future Land Use Plan for a City Neighborhood pattern of development. However, previous policy decisions recommended by the Planning Commission and

adopted by the City Council have permitted the development of a self storage facility at this site over the majority of the property, which at the time was also inconsistent with the City's adopted General Plan. It was anticipated that there would be sufficient room between the last storage building and Wedington Drive to permit the development of a structure that would screen the storage facility. It appears that this could be accomplished; however, it is unlikely that a sufficiently sized building could be located on the site to serve as an effective screen, with sufficient parking provided and in compliance with tree preservation requirements. Ultimately, a well designed storage building in this location could also serve as a screen, meeting the goal of previous city boards, and solve the access issues that are the result of a much needed street improvement project. In addition, the existence of the storage facility is well-established as a land use on this property. The present request does not introduce a new land use that is deemed incompatible to surrounding properties. Therefore, staff recommends forwarding **I-PZD 08-3062** to the City Council with a recommendation for approval with the following conditions:

Conditions of Approval:

1. Planning Commission determination of design standards. Staff generally finds in favor of the proposed building elevations as submitted. *However, in an effort to present a building that serves as a screen for the remainder of the storage facility, staff recommends that a gable, hipped, other roof style, or varying parapet be utilized in place of the low slopping roofs often associated with storage facilities.*

11/10/08: THE PLANNING COMMISSION FOUND IN FAVOR OF DESIGN STANDARDS WITH THE REQUIREMENT THAT SOME TYPE OF PARAPET FEATURE BE INSTALLED. MODIFICATIONS TO THE ROOF STYLE WERE NOT RECOMMENDED.

2. Right-of-way dedication in the amount of 48.5' feet from centerline along Wedington Drive shall be dedicated by warranty deed prior to building permit approval. If right-of-way for Rupple Road has not been obtained, the applicant shall dedicate 53.5' of right-of-way from centerline prior to building permit.

3. The two existing driveways on Rupple Road shall be limited to exit only and shall be clearly marked with signage indicated such restriction. At the time of project development, all remaining parking spaces shall be removed adjacent to Rupple Road.

4. Landscaping along Wedington Drive and Rupple Road shall be installed to meet the requirements of the Landscape Ordinance. A landscape plan will be reviewed at the time of development.

5. Signage within the I-PZD zoning district shall be in accordance with the R-O zoning district.

6. In addition to the requirement of the Bill of Assurance to preserve 60% of all existing trees with a caliper of 8" or more, the development shall also be required to comply with the Tree Preservation requirements as set forth in the Unified Development Code at the time of

development, with a minimum of 25% canopy.

7. Though this PZD is conceptual only, the Urban Forester has visited the property and assessed the condition of the existing trees. Many are in poor condition, and their removal is recommended with development. However, the Urban Forester is recommending that at the time the development plan is submitted, the applicant shall evaluate reducing the building size and/or placement to potentially protect additional trees that are in good health (#9-14), in addition to those currently being planned for protection. Final recommendations will take place at the time of development review. Please see the attached comments from the Urban Forester for more information.

8. Large scale development approval shall be obtained within one year from the date of City Council approval of the Planned Zoning District and prior to the commencement of construction. A final certificate of occupancy shall be obtained within three years from the date of large scale development approval.

9. 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.

10. The following revisions shall be completed to the booklets/plats prior to re-submittal for City Council consideration:
    a. Provide the percentage of lot area covered by buildings and paved areas for the entire 5.05 acre site.
    b. Booklet. Page 3 and 4. The permitted uses listed on Page 3 do not match those listed in the zoning comparison chart on Page 4. Remove Use Unit 8.

Standard Conditions of Approval:

11. 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.

12. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Architectural elevations for these structures shall be submitted for review prior to issuance of a building permit.

13. 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.

14. 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).

15. Provide a CD containing the proposed Large Scale Development drawings in AutoCad or similar digital format.

16. 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.

17. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.

Planning Commission Action: ☐ Denied ☐ Tabled √ Forwarded to C.C.

Motion: **Anthes**
Second: **Winston**
Vote: **7-0-0**
Meeting Date: **November 10, 2008**

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 I-PZD 08-3062 (Westside Storage)

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 that the application is not consistent with many of the goals and objectives of City Plan 2025, but is generally in compliance with the requirements of the Unified Development Code. The development is an expansion of an existing mini-storage facility that has been in operation since the 1990's. As a result, the goals of City Plan 2025, which are to: 1) make appropriate infill and revitalization a priority; 2) discourage urban sprawl; 3) make traditional town form the standard; 4) grow a livable transportation network; 5) assemble an enduring green network; and 6) create attainable housing, are a challenge to fulfill and may not be as applicable in this instance. The land use on the property has been well established for about two decades now; this land use was extended by approval of the Planning Commission and City Council within the past decade. As a policy decision, staff has taken the position that mini-storage units do not contribute to a desirable neighborhood form or development pattern. In this particular case, however, the form and development pattern are already well established. Additional property to expand this use, if it is to be expanded, is not available. It is staff's opinion, after researching Planning Commission and City Council minutes and records, that the greatest concern was the view of the storage units from the street. With specific attention to the façade of the structure facing the street, the proposed building can meet commercial design standards much as any other use on this site would be required to do. For that reason, and the fact that the proposed use is not establishing a new land use within the context of an existing neighborhood, staff recommends in favor of the proposed planned zoning district.

The Unified Development Code notes that a PZD may be 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. ***The proposal incorporates living quarters, office space and mini-storage.***

(2) Compatibility. Providing for compatibility with the surrounding land uses. ***The proposed building will be compatible with the existing shopping center and mini-storage facility. However, additional screening will be required adjacent to the undeveloped, residential property to the east.***

(3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community. ***The proposal is for an expansion of the***

existing storage facility.

(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. ***The proposal provides living quarters for an on-site manager.***

(5) No negative impact. Does not have a negative effect upon the future development of the area. ***Expanding the existing facility should not have a negative effect on 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. ***The facility has been developed over the past 15-20 years and has not been coordinated with surrounding developments to a great degree.***

(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. ***The development has not incorporated recreational areas, but has preserved at least 60% of all existing 8" caliper trees, in excess of the City's requirements.***

(8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities. ***Tree preservation has been provided throughout the development in accordance with ordinance requirements.***

(9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan. ***The proposal is not necessarily innovative planning or design, rather, it focuses on the expansion of a use on existing property, the catalyst of which the applicant states is the change to access brought about by the City's purchase of additional right-of-way for the Rupple Road expansion..***

(10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape. ***Large species trees have been preserved along the boundary of the development.***

(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 general impact of the development will be very minimal given the use and size of the expansion. Comments from the Fire and Police Departments are included.

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

FINDING: The existing storage facility consists of 13 buildings on approximately four acres and has been in operation for approximately 15 years. Rezoning the property to allow for one additional storage building will not be incompatible with surrounding land uses. Additionally, an appropriate designed building could serve as a visual buffer between the right-of-way and the existing storage facility. Care should be taken to ensure the future development of the residential property to the east is not adversely affected by the project expansion.

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

FINDING: The land is suitable for the intended land use and with tree preservation requirements the building expansion will be compatible with the natural environment.

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

FINDING: In general, storage facilities generate very little traffic. Constructing an additional storage building will not noticeably increase vehicle trips, or create traffic congestion.

(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: Developing the subject property with 14 storage units today would likely be incompatible with surrounding land uses, and would not enhance the neighborhood or further the health, safety and welfare of the community. However, the current proposal is to construct only one additional storage building on the property, essentially realizing full build-out on the remaining property owned by the applicant at this location. Staff finds that if designed appropriately, the new building will serve as a screen for the existing storage facility, ultimately enhancing the property.

(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: Landscaping along Wedington Drive is required by ordinance and will be installed around existing trees. Screening is required adjacent to the residential properties to the north and east; however, the north property line is currently screened by a row of existing pine trees. Screening along the east property line shall be evaluated at the time of development review and will likely include an opaque fence, vegetative buffer, or a combination of the two.

(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: Access to the site was limited to Rupple Road by the Bill of Assurance accepted in 1990. Due to the planned widening of Rupple Road and subsequent reduction in driveway length, a full access driveway will need to be allowed on Wedington Drive. The two existing driveways on Rupple Road will be restricted to exit-only drives.

(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 for the storage facility in accordance with City ordinance.

(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 will be met for the area of expansion.

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

FINDING: There is an existing 5' sidewalk along Wedington Drive. Staff will evaluate at the time of development whether a new sidewalk will be required. Sidewalks along Rupple Road will be constructed with the ongoing street widening project.

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

FINDING: Street lights are required to be installed at all intersections and with a maximum spacing of 300 feet along. The requirement for additional street lights shall be evaluated at the time of development review.

(8) *Water.* As required by §166.03.

FINDING: Public water is available to the property and shall be extended to serve the development.

(9) *Sewer.* As required by §166.03.

FINDING: Public sewer is available to the property and shall be extended to serve the development.

(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: Not applicable. This is not a residential PZD.

(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 Tree Preservation Plan is required to be submitted at the time of development review. In addition to the requirements of the tree preservation ordinance, the development is subject to the Bill of Assurance from 1990, requiring 60% preservation of all existing trees with greater than an 8" caliper.

(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: In an effort to provide a functional storage building, but that is also attractive from the public realm, the applicant is proposing a brick facade with all of the garage doors on the rear of the building.

(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 have been identified.

(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. 161.29 Planned Zoning District

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

(1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) Compatibility. Providing for compatibility with the surrounding land uses.

(3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) No negative impact. Does not have a negative effect upon the future development of the area;

(6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

(7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

(8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.

(9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.

(10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: By presenting an attractive façade to street, limiting the garage doors to the rear of the structure, preserving many of the large species trees and installing screening along the east property line, the applicant should be able to expand the storage facility in a manner that is harmonious and compatible with surrounding properties.

(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.

(D) I-PZD, Industrial Planned Zoning District

(1) *Purpose and intent.* The I-PZD is intended to accommodate industrial parks and single use industrial developments that are determined to be more appropriate for a PZD application than a general industrial rezone. The legislative purpose, intent and application of this district include, but are not limited to, the following:

(a) To provide for manufacturing activities in a manner compatible with the surrounding area.

(b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.

(c) To maximize manufacturing potential without adversely affecting the living environment of the community.

(d) To encourage industrial development that is consistent with the city's General Plan.

FINDING: Staff is recommending approval of this application, finding that the proposed use is more appropriate for a PZD application than a general industrial rezone. Compatibility with surrounding properties can be achieved through proper building design, tree preservation, and screening.

(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 industrial use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.

FINDING: The majority of the facility will be used for self storage, with a small portion dedicated to office use and sleeping quarters.

(F) *Bulk and area regulations*

(1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

(a) The densities of surrounding development;

(b) the densities allowed under the current zoning;

(c) the urban development goals and other policies of the city's General Plan;

(d) the topography and character of the natural environment; and

(e) the impact of a given density on the specific site and adjacent properties.

FINDING: The proposal is for an industrial planned zoning district with an accessory dwelling unit permitted for on-site management quarters. The densities of surrounding developments are varied, but tend to be multi-family due to the location along Wedington Drive. The existing zoning district (R-O) would allow several types of residential dwelling units.

(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 proposed building setbacks are consistent with the setbacks required in the R-O zoning district.

(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 building height proposed for this project is less than that allowed in the R-O zoning district.

(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 should be less than the lot coverage in the R-O zoning district, where there is a 60% maximum building area

<u>*Required Findings for Rezoning Request.</u>

Land Use Plan: ***The City Plan 2025 Future Land Use Plan designates this site as City Neighborhood Area. Rezoning this property to I-PZD 08-3062, with the associated Master Development Plan, is generally inconsistent with this designation. However, the majority of the property has already been developed for mini-storage use and been in operation for many years. An appropriately designed building that does not resemble a conventional storage building would conceal the remainder of the storage facility and increase the level of compatibility with surrounding developments.***

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed zoning and mini-storage use are not consistent with most land use planning objectives or policies, especially as they relate to existing or proposed neighborhoods. However, the use proposed on this property is an established one that is viable and functional for surrounding residents. Expansion of the use at this location by one building is more desirable and consistent with land use plans than a proposal for a new facility within an existing or proposed neighborhood. An appropriately designed building could conceal the intended use of the building and generally meet the same design standards required of uses already allowed within this area.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified and needed at this time. The current entrance to the development is from Rupple Road, as was required by the Bill of Assurance from 1990. However, additional right-of-way has to be obtained along the property frontage to allow for the widening and construction of Rupple Road. This construction project will render the existing entrance unsafe for the larger moving vehicles (U-Haul, Allied Van Lines, etc), since the length of the vehicles will be longer than the resulting driveway. Consequently, the entrance is proposed to be relocated to the Wedington Drive side of the property. Relocating the entrance drive also requires relocating the manager's office. The applicant has stated that the only way to recoup the cost of the building a new office is to construct one additional storage building that will generate revenue.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The addition of one additional storage building will not appreciably increase traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed development will not undesirably increase the load on public services.

Engineering: **Public water service is only available to the site along Rupple Road. Service will need to be extended through the site to serve the proposed building.**

Sanitary sewer service is available to the site along both Rupple Road and Wedington. A sewer tap will need to be purchased from the City of Fayetteville at the time of building permit.

The site has access to Wedington and Rupple. Wedington is a fully improved five lane state highway. Rupple Road is planned to be a four lane boulevard with five-lanes near the Wedington intersection. Street improvements will be evaluated with the proposed development.

Standard improvements and requirements for drainage will be required for the development. This property is not 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 0.3 miles from the Engine 7 located at 835 Rupple Road, with an estimated response time of 1 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: The widening of Rupple Road could adversely affect the subject development if access to Wedington Drive is not permitted. Relocating the entrance creates the need to relocate the office, so that the facility can remain secure and customers can access the site. The owner has stated that a new office creates an expense, but results in no revenue. The only way that the owner can justify the new office is to construct additional self storage units that will produce an income to cover the initial costs.

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

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

TREE PRESERVATION REPORT

To:	Fayetteville City Council
Copy:	Jesse Fulcher, Planning Division
From:	Greg Howe, Urban Forester
Date:	November 6, 2008
Subject:	Westside Storage Tree Protection

It is the understanding of the Urban Forester that the widening of Rupple Rd. is adversely affecting Westside Storage through no direct fault of owners. This road widening will enhance traffic from The Links, Oakbrook and other subdivisions adjacent to Rupple Rd. Due to this widening a new entrance, other infrastructure and office need to be moved from the Rupple Rd. side of Westside Storage to the Wedington Dr. side. This shift in on-site development will require the removal of several of trees.

The Urban Forester is recommending approval of this project with the following conditions;

1. Recommend transplanting, on-site trees #1-4. If this can not be accomplished suggest replacing 4 trees along the exterior structure wall facing Wedington Dr. similar to how these trees are planted now.
2. Trees #5-8 and #15 are in poor health and should be removed which is consistent with the plan dated 7/03/08. Since the road widening is generating the need for tree removal no mitigation trees will be required. However, the Urban Forester highly recommends to the owner to replace these trees if the project budget will allow it.
3. Tree #14 is a very large tree in good condition. The Urban Forester recommends retaining this tree. This will require the sidewalk currently planned to the east of the new building to be removed and a stem wall or other special construction at the corner of the structure. This will also allow for the retention of Tree #13.
4. Trees #9-14 need to be retained and standard tree protection measures put in place as outlined in the Landscape Manual. Root pruning is advisable on Trees #13 and 14.

These recommendations are based on the plan dated 7/3/08 which does not show any utility easements impacting the trees to be retained.

Date 8/4/08

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 C-PZD 08-3062: (Westside Storage, 400): Submitted by Steve Clark for property located at 1192 N. Rupple Road would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion. The property contains approximately 5.05 acres.

It is the opinion of the Fayetteville Police Department that this C-PZD would not substantially alter the population density, and may possibly create an appreciable or undesirable increase in the load on police services. This C-PZD may possibly create an appreciable increase in traffic danger and congestion with an entrance from Wedington Drive. With the management office being relocated to the Wedington entrance, this may cause traffic to back up onto Wedington which is a major thoroughfare.

Sincerely,

Captain William Brown
Fayetteville Police Department

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

To: **Dara Sanders, Andrew Garner, Jeremy Pate, and Jesse Fulcher**

From: **David Williams, Battalion Chief**

Date: **November 4, 2008**

Re: **C-PZD 08-3062: (WESTSIDE STORAGE, 400):**

Submitted by STEVE CLARK for property located at 1192 N. RUPPLE ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 5.05 acres. The request is for an additional climate controlled storage building, a new entrance from Wedington Drive with new management buildings at that entrance.

This development will be protected by Station 7 located at 835 Rupple RD.
It is .3 miles from the station with an anticipated response time of 1 minute to the beginning of the development.
The Fire Department anticipates 1(0 EMS – 1 Fire/Other) calls for service each year after the development is completed and maximum build-out has occurred. Typically, this type of development usually takes 12 – 18 months, after the development is started, before maximum build-out occurs.
The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.
Measured hydrant flow in this area is "Unknown" gallons per minute.

If you have any questions please me.

David Williams

David Williams
Fire Marshal
Fayetteville Fire Department

C-PZD 08-3062: (WESTSIDE STORAGE, 400): Submitted by STEVE CLARK for property located at 1192 N. RUPPLE ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 5.05 acres. The request is for an additional climate controlled storage building, a new entrance from Wedington Drive with new management buildings at that entrance. Planner: Jesse Fulcher

Public water service is only available to the site along Rupple Road. Service will need to be extended through the site to serve the proposed building.

Sanitary sewer service is available to the site along both Rupple Road and Wedington. A sewer tap will need to be purchased from the City of Fayetteville at the time of building permit.

The site has access to Wedington and Rupple. Wedington is a fully improved five lane state highway. Rupple Road is planned to be a four lane boulevard in this area. Street improvements will be evaluated with the proposed development.

Standard improvements and requirements for drainage will be required for the development. This property is not affected by the 100-year floodplain.

RZN 08-3065: (HEDGE, 481): Submitted by RICHARD HEDGE for property located at 1201 E. HUNTSVILLE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 1.0 acre. The request is to rezone the subject property to NC, Neighborhood Conservation. Planner: Andrew Garner

Public water is available to the property. There is an 8" water main along Huntsville on the north side of the roadway.

Sanitary sewer is available to the site. There is a 6" sewer main along Huntsville on the south side of the roadway. 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 Huntsville Road. Huntsville is currently an un-improved two lane paved city street. Street improvements will be evaluated with the proposed development.

Standard improvements and requirements for drainage will be required for the development. This property is affected by the 100-year floodplain.

Clark Consulting

J. STEVE CLARK, P.E.

CIVIL / ENVIRONMENTAL ENGINEERING

August 15, 2008

Mr. Jeremy Pate
City of Fayetteville, Planning Division
113 West Mountain Street
Fayetteville, AR 72701

Re: Westside Storage I-PZD 08-3062
Rupple Road
Fayetteville, Arkansas

Dear Mr. Pate

This letter is submitted in response to the August 13, 2008 staff comments on the referenced project. We have revised our plans and project booklet in accordance with the comment except as follows.

9. The east access drive is being proposed, to allow closer access to the entry doors on that side of the building. Based on the owner's experience his customers prefer to have immediate access to the building. If they have to walk a distance to enter the building and then walk down a hallway they will go to a alternate facility for their needs. The owner believes this convenient access is necessary for the successful operation of the facility.

10. The previous building has four runs of storage rooms but also is accessible from the north and south sides. This allowed for a single central hallway to access the climate controlled storage areas.

    With the proposed building there will be 5 runs of rooms and access to the south side of the building has been eliminated. This will require that two interior hallways be constructed with storage rooms on either side of the halls. This configuration does not lend itself to a 60 foot wide building. In fact the owner originally wanted a 75 foot deep building but the size was reduce to provide additional separation from the trees that are being preserved.

11. We understand that the project has expanded beyond the original plan approved in 1990. However, the number of trees required to be preserved on the original project are still there. In fact there are numerically more trees preserved than were originally required.

12 The owner recognizes that this expansion request is not consistent with his previous agreements from 1990 and 2001. However the only reason we are bringing this proposal to the Planning Commission and City Council is to attempt

to mitigate the damages being caused by the widening of Rupple Road. If the City was not acquiring all of the Rupple Road Right-of-Way from the east side of the road the owner would not be requesting this expansion.

The existing access into the West Side Storage will not be adequate nor will it be safe for large moving trucks after the widening project is completed. There will be approximately 43 feet between the gate and the sidewalk, which is not sufficient for a truck to exit the roadway and wait for the security gate to open. The best solution that is available is to relocate the entrance to the Wedington Road side of the property.

From an operational standpoint it is important that the office and manager's apartment be located adjacent to the entrance. This requires relocating these spaces to the Wedington Drive side of the complex. Due to this relocation the owner will incur a significant expense.

In order to amortize those costs, additional storage spaces will be needed. The owner considered constructing a office retail building, however since he is not setup to lease or maintain retail space it seemed like constructing additional climate controlled storage would be a better option.

In order to overcome the City's past reservations on self storage units the owner elected to design the street side of this new building with a brick and column facade. From Wedington Drive side the building will not look like a self storage facility. There will not be any roll-up type doors visible from Wedington Drive.

As an additional point if retail or office were proposed on this site the parking lot would extend to the normal 15 foot buffer from the ROW. By constructing the climate controlled storage facility we are able to provide a 50+' green space buffer between the building and the ROW.

Please call with questions.

Sincerely,
Clark Consulting

J. Steve Clark, P.E.

City Council
November 6, 2008
Westside Storage, Inc. Right-of-Way Acquisition

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

11/4/2008
City Council Meeting Date

Ron Petrie	Engineering	Operations
Submitted By	Division	Department

Action Required:

A resolution to approve a settlement with Westside Storage, Inc. in the amount of $92,545 for right of way and easement acquistion for the Rupple Road widening project.

$ 92,545.00	$ 500,000.00	Rupple Road (Wedington to Mt. Comfort)
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5809.00	$ -	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
06008	$ 500,000.00	Capital Improvement Program
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] Budget Adjustment Attached [ ]

Department Director — Date 10-17-08

City Attorney — Date 10/21/08

Finance and Internal Service Director — Date 10-21-08

Mayor — Date 10/22/08

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office ENTERED 10/17/08

Received in Mayor's Office ENTERED 10/22/08 BKT

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer

Date: October 17, 2008

Subject: A resolution to approve a settlement with Westside Storage, Inc. in the amount of $92,545 for right of way and easements for the Rupple Road Widening Project.

RECOMMENDATION:

Staff recommends approval of the settlement with Westside Storage, Inc. in the amount of $92,545 for right of way and easements for the Rupple Road Widening Project.

BACKGROUND:

On May 15, 2007 the City Council approved the Planned Zoning District for The Links Development located near the intersection of Wedington Drive and Rupple Road. As a part of the approval, the developer was required to 1) Construct the eastern half of Rupple Road to its Master Street Plan designation along the project frontage (two travel lanes and half a boulevard, 2.) Install new traffic signals on Rupple Road and on Wedington, and 3) Widen Rupple Road to the south of the development to Wedington Drive including all appropriate transition lanes and relocation of the existing signal. As a part of the approval, the City Council committed the City to acquire the right-of-way from the two existing property owners on the east side of Rupple and south of The Links Development that are necessary to do the street widening.

DISCUSSION:

On February 13, 2008 the City Engineering Staff sent an offer to acquire the necessary right-of-way and easements to Westside Storage, Incorporated based only on the acreage of the land to be purchased and the value of the property based on Washington County's appraised value. Several items that could be considered damages were brought up from the property owner during several onsite meetings. In general, the road surface for Rupple Road is currently 67' to the edge of the first building in the development. This area currently contains the only parking for the facility. This first building contains the offices for the business and a keypad that vehicles must use to enter the facility is located at the southwest corner of the building. In order to use the keypad, a vehicle that is usually carrying a tow behind trailer must stop in this area between the building and the existing roadway.

The plans for the widening of Rupple Road onto this property will bring the edge of the sidewalk within 28' of the building which would eliminate three of the five parking spaces. In addition, there will be insufficient room for vehicles towing trailers to utilize the existing key pad. This can best be seen on the aerial drawing that is included in this packet.

Several alternatives were examined to address these issues to the satisfaction of the business owner. After many discussions, the property owner decided that the only way that the business could continue was to relocate the entrance to access Wedington Drive and to build a new office at this entrance. The business owner has now submitted a conceptual PZD to be heard at the Planning Commission and tentatively scheduled for the November 18, 2008 City Council Meeting.

A second offer was submitted to Westside Storage on September 24, 2008 (see attached letter) subject to City Council approval which included payment of damages that includes moving the entry gates and driveway to access Wedington Drive and payment of six trees to be located in the proposed utility easement. It is important to note that the City Council must officially allow the connection to Wedington Drive since a Bill of Assurances dated July 10, 1990 (also attached) states that "Access for any development on the most northern 3.5 acres of said property shall be limited to Rupple Road." This offer was accepted in writing (also attached) on October 16, 2008 provided that an additional $18,500.00 be added to the offer to pay for the additional expenses to move the entry gates that was not included in the estimate. It states on the estimate that the cost provided does not include the electrical wiring or conduit which is to be provided by the owner. Also, this is to help pay a portion of the expenses "incurred to pursue the PZD approval which has been extremely costly to us this far."

BUDGET IMPACT:

There is currently $500,000.00 in the Rupple Road Capital Improvement Program account that was established in 2006 to acquire property and begin the engineering design for the widening of Rupple Road between Mount Comfort Road and Wedington Drive. This project was placed on hold upon the submittal of The Links private development.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SETTLEMENT WITH WESTSIDE STORAGE, INC. IN THE AMOUNT OF $92,545.00 FOR RIGHT-OF-WAY AND EASEMENT ACQUISITION FOR THE RUPPLE ROAD WIDENING 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 a settlement with Westside Storage, Inc. in the amount of $92,545.00 for right-of-way and easement acquisition for the Rupple Road Widening Project.

PASSED and **APPROVED** this ____ day of November, 2008.

APPROVED: ATTEST:

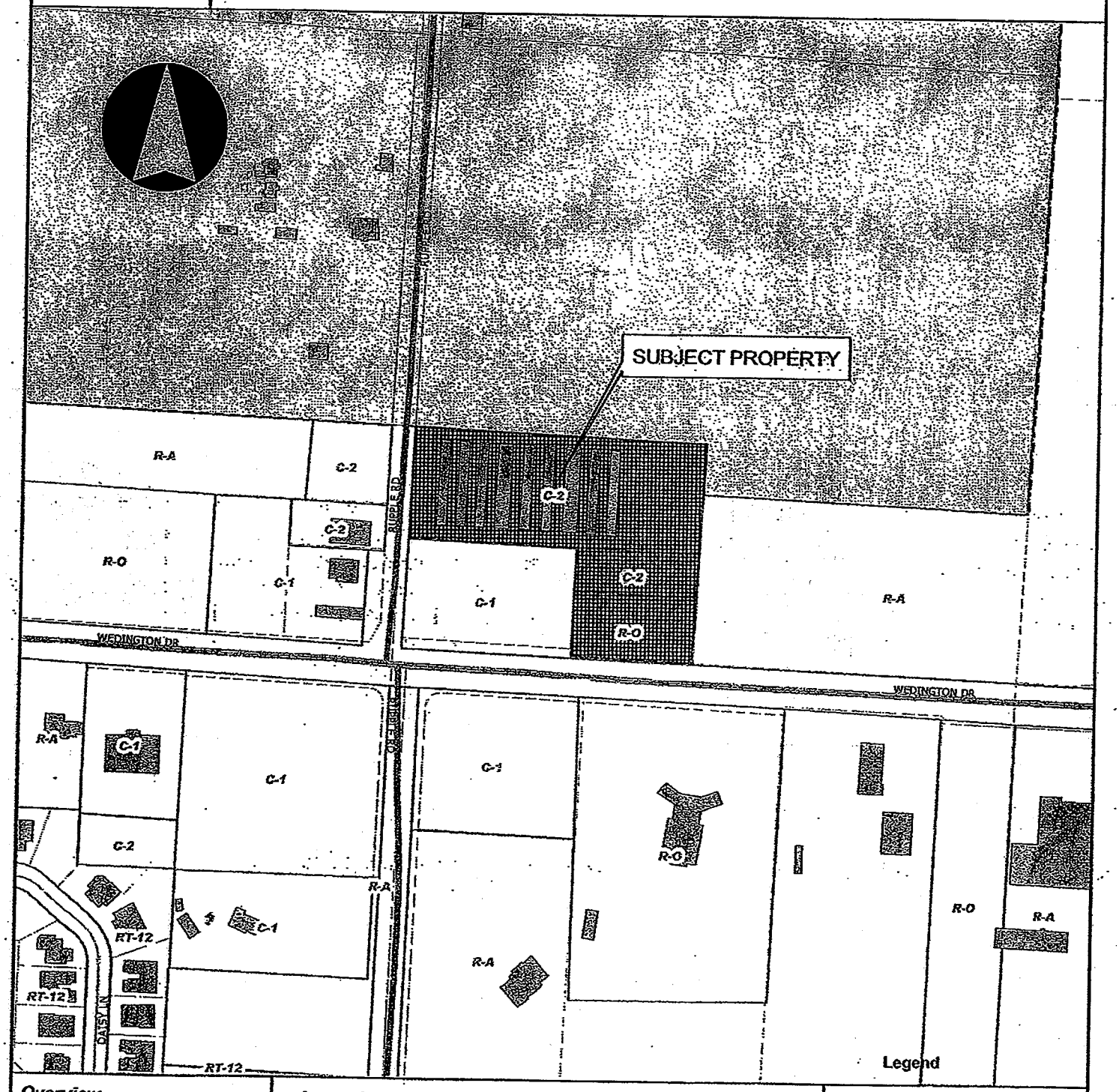
By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

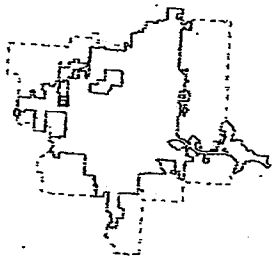
ADM 05-1441

Close Up View

WESTSIDE STORAGE



Overview



Legend

Subject Property
- CUP04-10.00

Streets
- Existing
- Planned

Boundary
- Planning Area
- Overlay District
- City Limits
- Outside City

Master Street Plan
- Freeway/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Historic Collector

0 125 250 500 750 1,000 Feet

March 14, 2005
Planning Commission
ADM 05-1441 (Westside Storage)
Page 2.53

PROP. R/W
EXT. R/W
RUPPLE ROAD
R/W

Fayetteville
ARKANSAS

ENGINEERING DIVISION CORRESPONDENCE

September 24, 2008

Westside Storage Inc.
Attn: Dennis Caudle
1192 N. Rupple Road
Fayetteville, AR 72704

RE: Rupple Road Widening and Improvements
Revised *Offer Letter*

Dear Mr. Caudle:

In response to several of the issues that you have raised during our meetings and conversations over the last several months, the City of Fayetteville has revised our previous offer. This new offer is summarized below and will be contingent upon City Council approval:

- The City of Fayetteville hereby offers $18,900.00 for the acquisition of right-of-way (0.15 acres) and $3,465.00 for the rights associated with the permanent easement (0.11 acres). There is no compensation offered for the 0.11 acres in existing Rupple Road right-of-way. However, this area will be removed from your overall property description along with the dedication of the new right-of-way; thus, your tax bill should be reduced.
- The City of Fayetteville hereby offers $37,205.00 as proposed by P&D Services to move the entry gates and the associated keypads, wiring, and appurtenances as itemized on the attached proposal.
- The City of Fayetteville hereby offers $11,475.00 (153 feet @ $75.00 per foot) for the installation of an asphalt driveway from Wedington Drive to your existing back entrance.
- The City of Fayetteville hereby offers $3,000.00 for the purchase of six (6) trees located within the utility easement boundary.
- The City of Fayetteville accepts the responsibility to provide one (1) fire hydrant along Wedington Drive if required in association with any future development to replace an existing fire hydrant that was previously installed by Westside Storage, Inc. and removed by the AHTD during the Wedington Drive widening project.
- The City of Fayetteville will agree to revise the Bill of Assurance dated July 10, 1990 to allow access to Westside Storage from Wedington Drive.

As previously stated, this offer will require approval from the City Council. At this point, the City will need something from you in writing that states this offer will be acceptable and list any other special provision in order for this to be presented to the City Council. We understand that you wish to proceed with approval of a Conceptual Planned Zoning Development before you give final acceptance. As an option, you can agree to accept this offer but hold off signing the actual Warranty Deed and General Utility Easement until such time as the PZD has also gained approval from the City Council.

Please give me a call to discuss at 575-8207.

Sincerely,

Ronald S. Petrie
City Engineer

Enclosures

P&D SERVICES
12014 East Hwy. 10
Greenwood, Ar. 72936
Phone (479) 650-4776
Fax (479) 675-3162

PROPOSAL

Proposal No.: 08180801

Date: August 18, 1908

Client	
Dennis Caudel Fayetteville, Ar.	**Job Name:** **Start Date:** **Job Location:** **Job Phone:**

DESCRIPTION OF WORK TO BE PERFORMED

1. Move two existing gates(includes pouring concrete pads and drive approach 20 foot on either side of gate,move existing keypads and move or construct fence panels to secure the gate access.
2. Does not include the electrical wireing or conduit for that run whitch isto be provided by owner.

SPECIFICATIONS AND ESTIMATES OF PROPOSAL

	UNIT	PARTS/DESCRIPTION/WORK TO BE PERFORMED	UNIT COST	AMOUNT
1.	1	Move back gate and install controls and saftys includes new concrete and wireing and labor.	$5,500.00	$5,500.00
2.	1	Move front entry gate and install controls,safties,wireing and concrete,labor.	$5,500.00	$5,500.00
3.	1	New main entry gate off Weddington Dr.;concrete base and verticle pivot lift gate safties,labor	$20,955.00	$20,955.00
4.	1	Two keypads,500' control wire,conduit,2 gooseneckstand,trenching,concrete,labor.	$5,250.00	$5,250.00
5.				
6.				
7.				
8.				

Additional Information pertaining to this Proposal

Deposit
Fifty percent deposit required with contract.Balance due upon completion of installation.

Total Job Cost for Proposal $37,205.00

Job Cost does not include tax, or applicable surcharges

Authorized Signature _____

DUPLICATE

Oct 16 2008

Ron Petrie
City Engineer

Dear Ron -

As per our phone conversation, we are prepared to accept your offer of Sept 24, 2008 with these added additions as outlined:

1) your acceptance of the proposed gate relocation as clearly shown on this proposal showed additional expense

2) expenses incurred to pursue the PZD approval has been extremely costly to us this far

We would accept this additional expense of $18,500.00 to your offer of September 24, 2008.

The two (2) trees located in our yard on Ruppe would be retained with sideway (walks) working around those trees. Water lines to be re-established large enough to service existing location and

page 2

new location.

Hope this offer will be acceptable to the City when presented to the City Council.

Sincerely,

Dennis Caudle
Owner - Westside Storage, Inc
1192 N. Rupple
Fayetteville AR 72704

479-444-7177 (phone)
479-444-6755 (fax)

FILED FOR REC MICROFILMED
90 AUG 8 PM 3 55
WASHINGTON CO AR
A. KOLLMEYER

North of W ngton,
East of R e Road
R90-14 Rezoning
Caudle

BILL OF ASSURANCE

This declaration of a Bill of Assurance made this 10th day of July, 1990, by the undersigned owners of the following described real estate located in the City of Fayetteville, Washington County, Arkansas, and more particularly described as follows, to-wit:

SEE ATTACHMENT

WHEREAS, the aforesaid owner of the real property described above has secured the approval of the Fayetteville City Board of Directors to amend the Fayetteville zoning map and rezone the most southern 1.5 acres of the above described property from A-1, Agricultural, to R-O, Residential-Office and the most northern 3.5 acres of the above described property from A-1, Agricultural, to C-2, Thoroughfare Commercial; and

WHEREAS, the owners have promised and agreed to subject the development of said real estate pursuant to certain covenants and restrictions pertaining to same; and

WHEREAS, the owners are desirous of making a declaration of the same in the form of this Bill of Assurance with the intention of guaranteeing the preservation of certain values and amenities in the community and to bind themselves, their successors and assigns and the aforedescribed real estate and its subsequent owners with the obligations and restrictions hereinafter set forth for all present and future development and use of said property.

NOW, THEREFORE, the owners declare that the above described real property shall be held, developed, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth:

I.

The use of the most northern 3.5 acres of said property shall be limited to mini-storage development only.

II.

A tree preservation plan shall be submitted prior to any construction or development subject to the following: a) the preservation of 60 percent of all existing trees with a caliper of 8 inches or more, b) the protection of trees to be preserved during the construction and paving process, and c) the understanding that the staff has the administrative authority to reduce by as much as 15 percent the percentage of trees to be preserved if the unforeseen removal of certain trees is deemed necessary during the construction process.

EXHIBIT A ....1270...117

III.

Access for any development on the most northern 3.5 acres of said property shall be limited to Rupple Road.

WITNESS my hand and seal this 10th day of July, 1990.

DALE W CAUDLE

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS:
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and action, to me well known, who acknowledged that they had executed the foregoing Bill of Assurance for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 10 day of July, 1990.

Notary Public

Commission Expires:
7-18-96

LIBER 1379 PAGE 148

Rupple Road Right-of-Way
Part of Parcel No. 765-16231-000

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT **Westside Storage, Inc.**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of the parcel as described in Warranty Deed Record 1420-568 as recorded in Circuit Clerk's Office for Washington County, Arkansas, being part of the SE1/4 of the NE1/4 of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as follows: Commencing at the SW corner of said SE1/4 of the NE1/4; thence along the West line thereof N00°00'00"E 267.00 feet to the SW corner of said parcel as described in Warranty Deed Record 1420-568 for the Point of Beginning; thence along the West line of said parcel, N00°10'00"W 239.80 feet to the NW corner of said parcel; thence along the North line of said parcel N90°00'00"E 47.88 feet; thence leaving said North line 4.49 feet along a non-tangent curve to the left said curve having a radius of 140.00 feet and a long chord of S01°30'21"W 4.49 feet; thence S00°35'13"W 235.32 feet to the South line of said parcel; thence along said South line N90°00'00"W 44.65 feet to the Point of Beginning containing 0.25 acres, more or less.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this the _____ day of _____, 2008.

WESTSIDE STORAGE, INC.

By: _____

_____
[Please print or type Name and Title]

ATTEST:

_____

_____
[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of **Westside Storage, Inc.**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

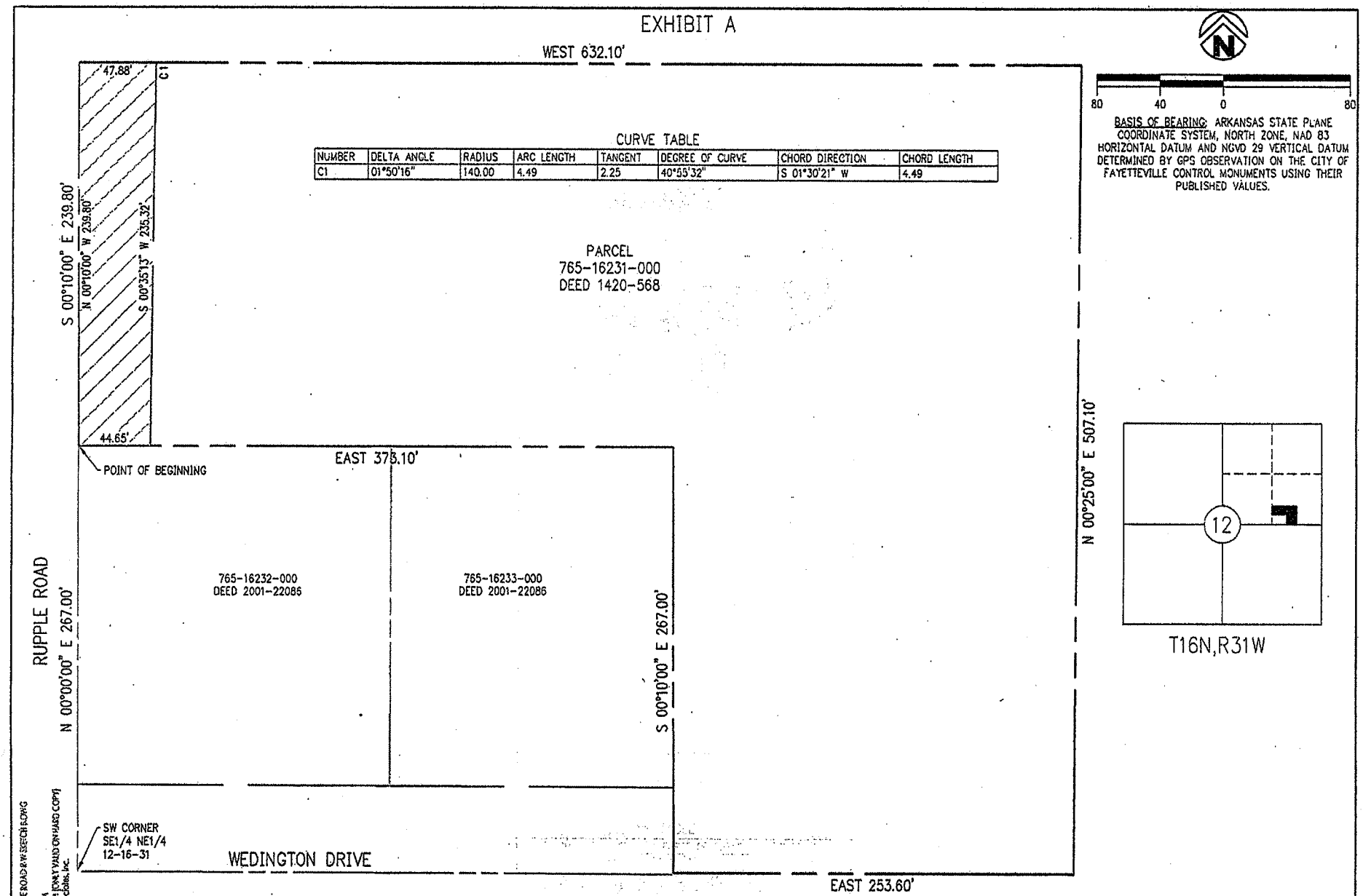
WITNESS my hand and seal on this _____ day of _____, 2008.

MY COMMISSION EXPIRES:

_____

_____
Notary Public

EXHIBIT A



CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	DEGREE OF CURVE	CHORD DIRECTION	CHORD LENGTH
C1	01°50'16"	140.00	4.49	2.25	40°55'32"	S 01°30'21" W	4.49

THIS RIGHT-OF-WAY SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE RIGHT-OF-WAY TO WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.

LEGEND

PROPERTY LINE
PROPERTY LINE ADJOINER
EXISTING RIGHT-OF-WAY
RIGHT-OF-WAY PER THIS DOCUMENT

PROJECT NO.: 068015-00	
DRAWN: JAB	DATE: 12/18/2007
SHEET: 1 OF 1	CHECKED:

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

DRAWING: G:\068015-00\SUR\EP\RUPPLE ROAD R-W SKETCH B.DWG
LAYOUT: R-W SKETCH B
LAST SAVED: 12/18/2007 11:25 AM
PLOTTED BY: TOM WEBB 2/18/2008 2:34 PM JENNY YARD (NY-HARD COPY)
© 2007 Crafton, Tull, Sparks & Associates, Inc.

Parcel No. 765-16231-000

GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Westside Storage, Inc.**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation,** hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations of roadway, drainage, sidewalks, and general utilities including water and/or sanitary sewer pipe line or lines, manholes, natural gas, electrical power, telephone, fiber optic cable(s) and television communication line or lines, and appurtenances thereto, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Book 1420 at Page 568)

A part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twelve (12), Township Sixteen (16) North, Range Thirty-one (31) West, being more particularly described as follows, to-wit: Beginning at a point on the West line of said forty acre tract which is 267 feet North of the Southwest Corner of said forty acre tract, and running, thence East 373.1 feet; thence South 0 degrees 10 minutes East 267 feet to the South line of said forty acre tract; thence East 253.6 feet; thence North 0 degrees 25 minutes East along an existing fence line 507.1 feet; thence West 632.1 feet to the West line of said forty acre tract; thence South 0 degrees 10 minutes East 239.8 feet to the point of beginning, containing Five and Five hundredths (5.05) acres, more or less.

LESS AND EXCEPT: A part of the parcel as described in Warranty Deed Record 1420-568 as recorded in Circuit Clerk's Office for Washington County, Arkansas, being part of the SE1/4 of the NE1/4 of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as follows: Commencing at the SW corner of said SE1/4 of the NE1/4; thence along the West line thereof N00°00'00"E 267.00 feet to the SW corner of said parcel as described in Warranty Deed Record 1420-568 for the Point of Beginning; thence along the West line of said parcel, N00°10'00"W 239.80 feet to the NW corner of said parcel; thence along the North line of said parcel N90°00'00"E 47.88 feet; thence leaving said North line 4.49 feet along a non-tangent curve to the left said curve having a radius of 140.00 feet and a long chord of S01°30'21"W 4.49 feet; thence S00°35'13"W 235.32 feet to the South line of said parcel; thence along said South line N90°00'00"W 44.65 feet to the Point of Beginning containing 0.25 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A part of the parcel as described in Warranty Deed Record 1420-568 as recorded in Circuit Clerk's Office for Washington County, Arkansas, being part of the SE1/4 of the NE1/4 of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as follows: Commencing at the SW corner of said SE1/4 of the NE1/4; thence along the West line thereof N00°00'00"E 267.00 to the SW corner of said parcel as described in Warranty Deed Record 1420-568; thence along the South line of said parcel N90°00'00"E 44.65 feet to the Point of Beginning; thence leaving said South line N00°35'13"E 235.32 feet; thence 4.49 feet along a curve to the right said curve having a radius of 140.00 feet and a long chord of N01°30'21"E 4.49 feet to the north line of said parcel; thence along said North line N90°00'00"E 20.02 feet; thence leaving said North line 4.70 feet along a curve to the left said curve having a radius of 120.00 feet and a long chord of S01°42'29"W 4.70 feet; thence S00°35'13"W 235.12 feet to the South line of said Warranty Deed Record 1420-568; thence along said South line N90°00'00"W 20.00 feet to the Point of Beginning, containing 0.11 acres, more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such pipe line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water.

The Grantor agrees no to erect any buildings or structures in said permanent easement.

GENERAL UTILITY EASEMENT
Westside Storage, Inc.
Page 2 of 2

The Grantee shall have the right to construct additional pipe lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2008.

WESTSIDE STORAGE, INC.

By: _____

_____
[Please print or type Name and Title]

ATTEST:

_____

_____
[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____ and _____, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the _____ and _____, respectively, of **Westside Storage, Inc.**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

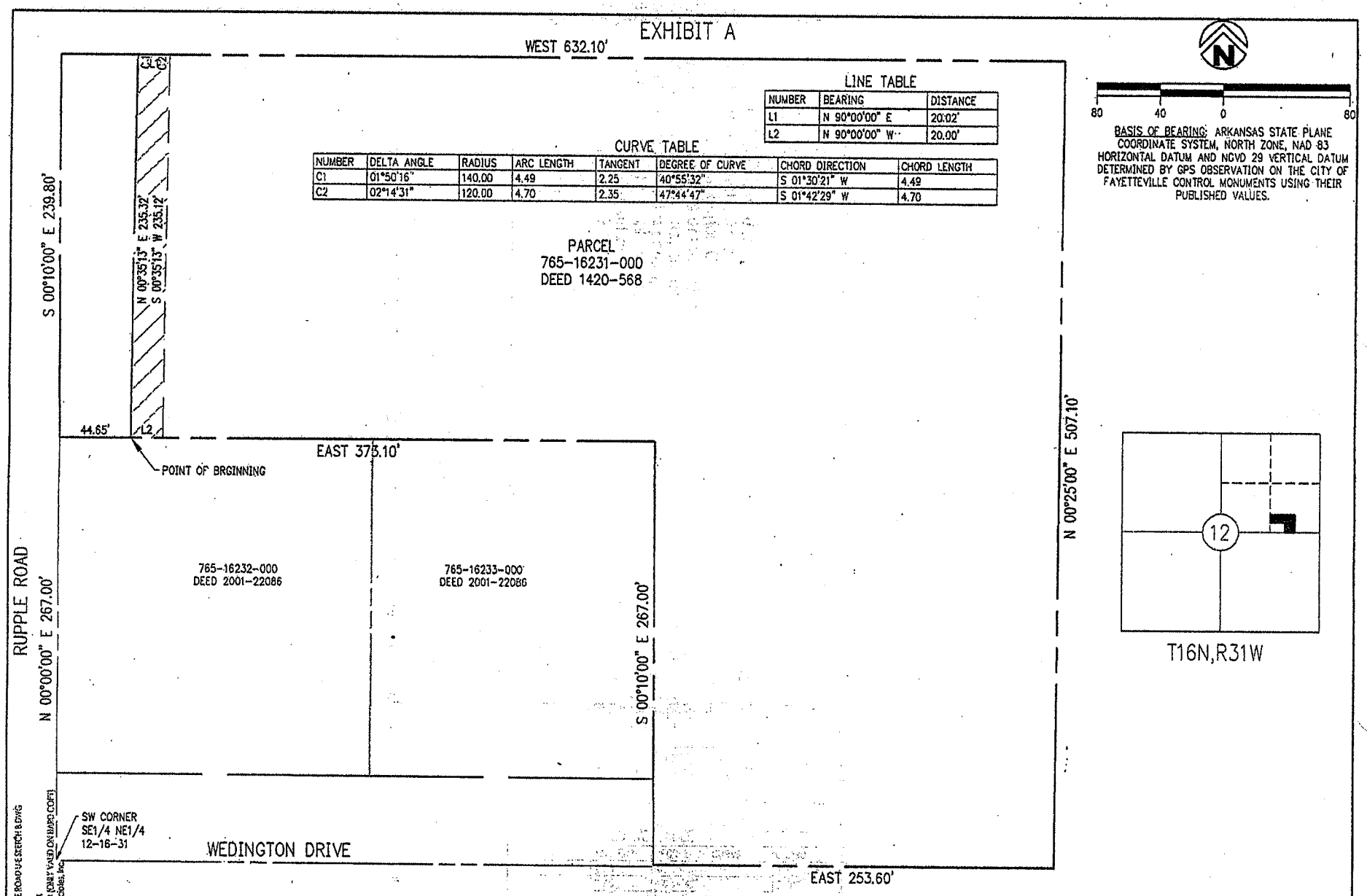
WITNESS my hand and seal on this _____ day of _____, 2008.

MY COMMISSION EXPIRES:

_____

_____
Notary Public

EXHIBIT A



LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 90°00'00" E	20.02'
L2	N 90°00'00" W	20.00'

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	DEGREE OF CURVE	CHORD DIRECTION	CHORD LENGTH
C1	01°50'16"	140.00	4.49	2.25	40°55'32"	S 01°30'21" W	4.49
C2	02°14'31"	120.00	4.70	2.35	47°44'47"	S 01°42'29" W	4.70

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

LEGEND

PROPERTY LINE
PROPERTY LINE ADJOINER
EASEMENT PER THIS DOCUMENT
EXISTING RIGHT-OF-WAY
RIGHT-OF-WAY PER SEPERATE DOCUMENT

THIS RIGHT-OF-WAY SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE RIGHT-OF-WAY TO WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.

PROJECT NO.: 068015-00	
DRAWN: JAB	DATE: 12/18/2007
SHEET: 1 OF 1	CHECKED:

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

DRAWING: G:\068015\DWG\DWTEP\RUPPLE ROAD U-E SKETCH B.DWG
LAYOUT: U-E SKETCH B
LAST SAVED: JPOOL 12/21/2007 11:46 AM
PLOTTED BY: TOM WEBB, 12/21/2007 2:14 PM (DRAFT VALID ON BLUE PRINTS ONLY)
© 2007 Crafton, Tull, Sparks & Associates, Inc.

Background Information

Planning Commission Minutes
City Council Minutes
Bills of Assurance

FILED FOR REC MICROFILMED
90 AUG 8 PM 3 55
WASHINGTON CO AR
A. KOLLMEYER

North of W ngton,
East of R e Road
R90-14 Rezoning
Caudle

BILL OF ASSURANCE

This declaration of a Bill of Assurance made this 10th day of July, 1990, by the undersigned owners of the following described real estate located in the City of Fayetteville, Washington County, Arkansas, and more particularly described as follows, to-wit:

SEE ATTACHMENT

WHEREAS, the aforesaid owner of the real property described above has secured the approval of the Fayetteville City Board of Directors to amend the Fayetteville zoning map and rezone the most southern 1.5 acres of the above described property from A-1, Agricultural, to R-O, Residential-Office and the most northern 3.5 acres of the above described property from A-1, Agricultural, to C-2, Thoroughfare Commercial; and

WHEREAS, the owners have promised and agreed to subject the development of said real estate pursuant to certain covenants and restrictions pertaining to same; and

WHEREAS, the owners are desirous of making a declaration of the same in the form of this Bill of Assurance with the intention of guaranteeing the preservation of certain values and amenities in the community and to bind themselves, their successors and assigns and the aforedescribed real estate and its subsequent owners with the obligations and restrictions hereinafter set forth for all present and future development and use of said property.

NOW, THEREFORE, the owners declare that the above described real property shall be held, developed, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth:

I.

* The use of the most northern 3.5 acres of said property shall be limited to mini-storage development only.

II.

* A tree preservation plan shall be submitted prior to any construction or development subject to the following: a) the preservation of 60 percent of all existing trees with a caliper of 8 inches or more, b) the protection of trees to be preserved during the construction and paving process, and c) the understanding that the staff has the administrative authority to reduce by as much as 15 percent the percentage of trees to be preserved if the unforeseen removal of certain trees is deemed necessary during the construction process.

EXHIBIT A

III.

* Access for any development on the most northern 3.5 acres of said property shall be limited to Rupple Road.

WITNESS my hand and seal this 10th day of July, 1990.

DALE W CAUDLE

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS:
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and action, to me well known, who acknowledged that they had executed the foregoing Bill of Assurance for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 10 day of July, 1990.

ROSILEE MAGLEY NOTARY PUBLIC WASHINGTON CO.

Notary Public

My Commission Expires:
7-18-96

BILL OF ASSURANCE

This declaration of a Bill of Assurance made this 8th day of January, 2001 by the undersigned owners of the following described real estate located in the City of Fayetteville, Washington County, Arkansas, and more particularly described as follows, to-wit:

SEE ATTACHMENT

WHEREAS, the aforesaid owner of the real property described above has secured the approval of the Fayetteville City Council to amend the Fayetteville zoning map and rezone the above described 0.52 acres that adjoins the existing storage facility to the north from R-0, Residential Office to C-2, Thoroughfare Commercial; and

WHEREAS, the owners have promised and agreed to subject the development of said real estate pursuant to certain covenants and restrictions pertaining to same; and

WHEREAS, the owners are desirous of making a declaration of the same in the form of this Bill of Assurance with the intention of guaranteeing the preservation of certain values and amenities in the community and to bind themselves, their successors and assigns and the aforedescribed real estate and its subsequent owners with the obligations and restrictions hereinafter set forth for all present and future development and use of said property.

NOW, THEREFORE, the owners declare that the above described real property shall be held, developed, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth:

* The use of the 0.52 acres that adjoins the existing storage facility to the north shall be limited to a climate controlled storage facility and/or mini-storage facility and shall contain screening to be approved by the Planning Commission.

WITNESS my hand and seal this 8th day of January, 2001.

Dennis Caudle

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS.
COUNTY OF WASHINGTON)

Now on this 8 day of JANUARY, 2001, came before me, the undersigned Notary Public within and for the aforesaid County and State, Dennis Caudle, who acknowledged that they had executed the foregoing Bill of Assurance for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 8 day of JAN 2001, 2001.

Notary Public

RZ 00-25.00: Rezoning (Caudle, pp 400) was submitted by Dennis Caudle for property located at 1192 N. Rupple Road. The property is zoned R-O, Residential Office and contains approximately 1.5 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Odom: The next item that we have on tonight's agenda is a rezoning RZ 00-25.00 submitted by Dennis Caudle for property located at 1192 N. Rupple Road. The property is zoned R-O, Residential Office and contains approximately 1.5 acres. The request is to rezone to C-2, Thoroughfare Commercial. The recommendation of the staff is for denial of the requested rezoning based on the findings as included as a part of this report. Staff, did you want to go over that or do you have anything further?

Conklin: Sure. Staff is recommending denial of this rezoning. Back in 1999 this tract was included as part of a larger tract for C-2 zoning. At that time, Planning Commission recommended it and the City Council rezoned only the northern part of this property as C-2. That same year the Large Scale Development was processed for a mini storage and a Conditional Use at that time, if you've read the minutes, it talks about keeping this piece of property R-0 and developing it with an office type development which is compatible with the neighborhood. Also, at that time, there was a bill of assurance that was offered to save 60% of the trees with eight inch diameter. I have met with the applicant this afternoon and went over that bill of assurance also restricted access from Wedington. Overall this property is near commercial there is a vacant C-1 property to the west staff is not recommending approval of additional commercial property in this area. If the Planning Commission did rezone it to commercial, C-1 zoning would be more appropriate than C-2. C-2 zoning allows used car sales with all type of businesses as conditional use. Dance halls and that type of use. About a month ago we did change our allowable uses in C-1 to provide more neighborhood commercial uses. The purpose of the C-2 zoning request is to be able to come back to the Planning Commissioner with a Conditional Use request for additional storage facilities on this piece of property. Staff is not in favor of additional storage facilities located in this area on this piece of property. If you have any questions, I would be more than happy to answer them.

Odom: Staff you touched on the bill of assurance that was offered. You said 1999, but you meant 1990 when that originally came through. You mentioned the bill of assurance and that 60% of the trees would remain or something to that affect and that there would be restricted access. What is the current status of how well that bill of assurance has been maintained?

Conklin: With regard to 60% of the trees being left on the site, after meeting with the applicant

today, it is difficult for me to determine whether or not that has been met. There were large pine trees located on the north and south property lines that were saved as part of the large scale development. That was approved by the Planning Commission. Those are existing. There were some trees shown, the number was twelve trees shown up in front of this facility on Rupple Road. Those have all died in the past ten years according to the applicant. With regard to the existing trees on this property that we are looking at today, I am not sure whether or not that bill of assurance with regard to the 60% of the tree preservation would apply to those trees. The bill of assurance did apply to this piece of property that we are looking at tonight but I'm not sure what the total number of trees that were existing on the site prior to development and what remains out there today. That's going to take additional research. The applicant may be able to give more information on that. With regard to the access off of Wedington, there has been a curb cut that has been installed on Wedington and a gravel drive and gate installed on this facility. According to the applicant that gate is only used three to four times a year to bring in large moving vans onto this site. The bill of assurance is clear. It states that there shall be no access from Wedington. I did talk to the applicant today about this issue and he feels that three to four times year and the gate is locked most of the time, doesn't count as access. A strict interpretation of that bill of assurance means no access to that facility so that would be in violation of that bill of assurance.

Odom: I would ask the applicant to please come forward at this time. Do you have any presentation that you would like to make?

Caudle, Dennis: I'll answer some of the questions that he brought up there. As far as the original bill of assurances that were given. The facility is more than did that on the trees, we kept more like 70%. There is 193 trees right not on a three and a half acre development that is there today. The number of trees was far in excess of the original request. As far as the road that was put in at the same time the new highway was being built out there which was completed the other day, to put access to that property that was the time, speaking with the state, that the road needed to be cut in there because there would be no access to that property if we didn't put in a road. Something will be built on the property sooner or later of some type. The state indicated that would be the proper time to put in the road so a road was put in. As far as use, all the use is off of Rupple. Just several months ago we put in a we had two gates off of Rupple and we put in another gate off of Rupple, both electronic gates for one is a entrance gate and one is an exit gate. There is no access off of Wedington and is not to be used for that purpose. As far as the zoning that we are asking for,

the Large Scale was approved ten years ago was just completed this year. It was a long term. We put the buildings in as the area grew and as the need was. That was just completed this year. The thing that we are looking at came up with some people that rent there recently. I drove up to Bentonville and Bella Vista and Springdale and looked at the facility there. There are no climate control facilities in the City of Fayetteville of this type. All the residents of the City are forced to go to Springdale or further depending on whether they are full. What we were proposing was to put in a climate controlled facility which is exactly like the same type of building as what is there now except it will be climate controlled with heat and air. It would require going just in front of the existing buildings toward the highway, not even half way to the highway to put in the one building which would be a climate controlled facility. There was a stated by several tenants that recently had to move out because the FDA passed a law that they had to be in climate control. Now they live in Fayetteville and they are forced to go to Springdale. That's why we would like to build another building to serve the people for that purpose which would be the same thing than what is there now. It would look the same and be the same. All it's access would be off of Rupple with the two gates. That is the purpose of why we would like to do this, it does require a C-2 is what I understand for the storage business. That's why we are asking for C-2. That's the purpose of what we are looking to do.

PUBLIC DISCUSSION:

Odom: Thank you Mr. Caudle. Let me ask now, is there any member of the audience that would like to address us on this rezoning request?

COMMISSION DISCUSSION:

Odom: Seeing none, I will close the floor to public discussion and bring it back to the applicant for questions and comments of the Planning Commission.

Ward: Not that we have much around here but I noticed in Bentonville and Rogers areas that they are putting in a lot of really nice looking office complex on the front of the road with nice looking buildings glass and brick and stone. With the large climate controlled self-storage attached to them behind them for the vendors of Wal-Mart. Those have really been filling up fast I noticed. It's a very nice looking facility from the road because it is office type areas all along the front of the road attached to it, behind it is part climate controlled storage units that these businesses can use or whatnot for

warehousing that would be something I would consider more towards than I would just a self storage property out there on Wedington Drive.

Caudle: I looked at facilities in Springdale and I've looked at them in Bentonville, I haven't been to Bella Vista or that far north. I've been as far as Bentonville and looked at the facilities. I've been to the ones in Springdale, as far as there is two different type of buildings between the two I have seen and then talking with the builder that built the one in Bentonville, which is also the one that built all the buildings that I've built over the years. That's the one that I looked at and the one he was describing. I did look at the one in Springdale which he did not build but they are a entirely different type.

Hoffman: If everybody is done speaking I have some questions too. Let me start with staff. I understand the need for expanded storage area however, I am quite opposed to having it the front on Wedington. Have you looked at the possibility of instead of rezoning, doing a Conditional Use that carries with it certain guarantees that what is constructed is not visible from Wedington along the lines of Commissioner Ward's statement either by landscaping, screening or by a more attractive office type of building. Is that possible to do instead of just rezoning? I couldn't be comfortable with rezoning it for the storage units to face Wedington. We are really trying to take care with this important corridor because it's just going to continue to grow and you have all the references and cross-references to College Avenue and quite frankly self-storage facilities are not the most attractive buildings in the world but there is a good need for them. That's my question for staff on the Conditional Use, when he has addressed that, I would like to ask if you considered just conditioning the existing buildings? Tim, could you go first?

Conklin: Mini storage or storage units require a Conditional Use in C-2. They are not allowed in C-1 zoning. They are not Neighborhood Commercial use. The Conditional Use part of it you can not apply for unless it's zoned C-2. This issue came up ten years ago and Mr. Caudle walked with a bill of assurance to build a mini storage on the back part that's zoned C-2. We have had what you talked about built in Fayetteville. The Keating's built some mini storage over by Brahm's on College Avenue with office and retail space up front. It's been built on Highway 265 also. I think Mr. Wilkins has built some offices up front, mini storage in the back. Overall, I'm concerned about our Commercial Design Standards and trying make it an attractive commercial area for the residents that live out on Wedington Drive. When you have a storage building it's difficult to have anything other than just a metal building due to the cost involved. I'm all in favor to have that type of mixed use if we could have some type of office or retail up front but just stand alone, I do not support that.

Hoffman: Back to the applicant, have you considered conditioning your existing buildings?

Caudle: As far as what we are talking about there, like I said I was only coming out a little not even near close to half way to the highway. This new building would only go out a little ways out from the existing fence now. The fence would be moved in front of that building and there is still the large lot, probably close to an acre. Just a fraction under probably for something would be built in the front whether it be an office. As far blocking the view, there is still plenty of room there that something can be built on the front of the property. As far as this building here where all the other, if you are driving down Wedington, you see all the ends of every one of them and you can see up the alleys. This building would face east and west which would block most of the buildings on that end with that one building instead of all the buildings on the end this would be blocked with the one building. As far as the way of prettying it up, if it's possible to do that, I would consider some kind of prettying up that side of the building if that would be something you would be interested in looking at because I just have to talk to the builder and see what could be done. Whether you can put a side on that side of the building that faces the highway that is more attractive, I would be willing to look at that for sure. Definitely something will be built in front of it, facing from this building to the highway in the future. That was one concern ten years ago.

Hoffman: They only thought is for expansion then?

Caudle: The what?

Hoffman: The only request then is for expansion, you had not considered the retro fitting of the conditioned space in the existing buildings?

Caudle: The additional space?

Hoffman: Conditioning the existing space.

Caudle: I talked to the builder, it would almost be impossible to do due to the electricity. These do require air and heat and it's just like your living room as far as humidity what they go by. Climate control factors. As far as asking about reconditioning something that we got and he said it probably could be done but is an impractical item.

Hoffman: Okay. My final question for the applicant, on the east side of the property, it looks like there is an area that is vacant and has no buildings, could that be a location for what you are proposing? On our little site plan on page 4.17, I don't know if you have the same

sheet or not.

Conklin: Since this data was received from the City with regard to building footprints, two additional storage buildings have been built. There is no additional room. They built that at the Large Scale Development plan that was approved ten years ago.

Hoffman: That's all the questions I have. Thank you very much.

Conklin: I would like to just to inform you as a Commission and the applicant and public that when I did meet with the applicant today, we did talk about the existing trees on this site. I did encourage Mr. Caudle to get with our Tree and Landscape Administrator with regard to the existing oak trees on this piece of property for consideration of this development and future developments on this piece of property. I will work with Kim Hesse and go over the bill of assurance with her to make sure that it was met in 1990 and today and look at any remedies that we have to take to make sure it's not being violated.

Ward: Mr. Caudle, what is the size of the lot? Do you know what the depth is?

Caudle: From Wedington back to where the C-2 starts is 254 feet, I believe.

Ward: You are planning on using 125 feet of that?

Caudle: Far less than that. The building where the other units are 20 wide or 30 wide and fairly long, the climate control has to be a lot wider building because of they way this is handled as far as the heat and air. This building will be 60 feet wide, twice as wide as any building there facing the other direction, it would be approximately 170 long.

Ward: So you really only need 70 feet?

Caudle: Approximately 70, what I was looking at it would be from the front of the building facing Wedington to where the fence would be re-erected there would be approximately twenty-five feet to drive around the building so you are looking at about 85 to 90 feet probably toward Wedington.

Ward: I'm just trying to work with you, in my case, I would not rezone the frontage on Wedington anything but R-0, which it is right now. We do allow a lot more uses in R-0 than we used to. There is a possibility that, I can't speak for anybody else but I would be maybe interested in helping you. I do think there is a need for some climate control

warehouse type of buildings out there and we can maybe zone C-2 a small parcel back there for you, 70 or 80 feet of it. As far as changing the whole thing to C-2, it's not going to happen tonight, I know that. Those are some ideas that you might think about.

Caudle: It's zoned half way to the highway to accomplish this building so the climate control could be completed. Again I'm trying to fulfil the need that I've had a lot of requested for. As far as the frontage, I don't intend to put a storage building out on Wedington up against the highway. I never have. When the Large Scale was done there is no more property in the C-2 area and it was just a case of there are times of the year when storage units are hard to find around the City of Fayetteville. This building here was to accomplish that.

Ward: I don't feel like I can support your change to what you need. I think it would be smart to table it or come back with a different proposal than what you have tonight for sure.

Caudle: Not only going part way to the highway?

Ward: We can't.

Odom: Since we are throwing, I'm going to go ahead and let you know, I'm not going to be in favor of that proposal as well. I think a lot of concession were made originally when this property was zoned C-2 with the bill of assurances and the R-0 up front. I think all this negotiation has already taken place and the work has already been done. I think we have plenty of C-2 Commercial inside the city limits of Fayetteville and so if there is a need for this type of facility I think that there are plenty of areas that this type of facility could go. So I'm not going to be in support of any proposal to accommodate this piece of property any further. I think you need to know that up front before you decide to start negotiating or doing anything of that nature. You may want to get the feel of the rest of the members of the Commissioner. Anybody else?

Marr: I agree with you completely.

Allen: As do I.

Bunch: As do I.

Hoffman: In your proposal you said you would have a 60 foot wide building with about a 25 foot drive aisle and you only have 1.5 acres here so that to me implies that would be taking up a greater part of it. In the sixty foot wide building would that be a double loaded

building with the garage doors facing Wedington and facing the other side? In other words, doors from the north and from the south?

Caudle: The facility I've seen in Bentonville, it's climate control is inside the center. There is an outer border.

Hoffman: Right. So you would have garage doors facing Wedington.

Caudle: Yes. In that facility I've seen up there. That is what I was talking about what to do on the front of it there.

Hoffman: That being the case, I always hate to be negative toward a need but I would suggest you to look elsewhere and find some land that is already zoned appropriately for this because this is an important aesthetic issue to this corridor. It was addressed ten years ago. I too would deny a zoning vote tonight.

Marr: Do we need a motion?

Odom: Yes.

Hoffman: Unless he wants to withdraw the request.

Odom: We can move to approve, we can move to deny or if we don't take any action...

Conklin: You do need to take action on it. I think our ordinance states that if you don't take any action you can deem as approved. I want you to take action on it this evening.

Odom: Not only that, it give the applicant something. We are nothing more than a body that recommends something anyway. Even if we approve it, he's got to go to the City Council. If we deny it, it give him a right to appeal it. For the applicants sake, I think we owe him the courtesy of doing something.

MOTION

Marr: I would like to move to deny RZ00-25.00 based on the comments that you have heard.

Allen: Second

Odom: We have a motion by Commissioner Marr, second by Commissioner Allen, RZ 00-

25.00.

Caudle: The comment that was made a short time ago as far as possibly tabling it and resubmitting with only partial for this building.

Odom: You can certainly do that if you want to but I'm here to tell you right here, right now, it doesn't sound as though that's even going to fly.

Caudle: You are telling me that's not going to work either.

Odom: That's right. You have only one member even talking in favor of that. I would think you would be better served to go ahead and accept the denial and negotiate with the City Council if they are willing to do that. I don't know if they would be. I wouldn't delay your project any further, if I was you but that is your call. If we deny you tonight, you have the right to appeal that to the City Council.

Hoffman: If the City Council denies his request, is it six months or one year?

Conklin: It's one year.

Hoffman: It would be then another year before you could bring another idea forward.

Odom: No. That's not necessarily true. You could bring another idea forward. You can't C-2 the whole thing.

Conklin: You could modify your request and bring it forward.

Hoffman: I just want to make sure you understand what to expect.

Odom: Any further discussion? Call the roll.

ROLL CALL:

Upon roll call RZ 00-25.00 is denied by an unanimous vote of 6-0-0.

RZ 00-25.00: Rezoning (Caudle, pp 400) was submitted by Dennis Caudle for property located at 1192 N. Rupple Road. The property is zoned R-O, Residential Office and contains approximately 0.52 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Hoffman: The final item on our agenda is a Rezoning for Caudle submitted by Dennis Caudle for property located at 1192 N. Rupple Road. The property is zoned R-O, Residential Office and contains approximately 0.52 acres. The request is to rezone to C-2, Thoroughfare Commercial. I believe that we have seen this item before and Tim could you let us know. Before you get started, Mr. Caudle do you understand that you also need five positive votes to approve this rezoning. Appeal on a rezoning request goes to City Council not District Court.

Conklin: It's going to go City Council. That's correct.

Hoffman: You still need five positive votes.

Conklin: Yes. If you don't recommend it with five positive votes then they have to appeal to the City Council. That's how they get before the City Council.

Hoffman: I think I misstated it when I was talking earlier that everybody had to go to District Court, that's not the case with you.

Conklin: On October 23, 2000, the Planning Commission heard a request for .52 acres along with adjacent property so they heard this request this evening of .52 acres with adjacent property. That total property was 1.5 acres. The request was from R-0 to C-2. Staff did not recommend that rezoning request. The Planning Commission voted unanimously 6-0-0 to deny the request. I do have those minutes attached. The applicant appealed the decision to City Council and on November 21, 2000, the City Council heard this appeal request at that time they addressed an amended request with the applicant that he did not want to rezone the entire 1.5 acres but a smaller portion, .52 acres. The City Council did request that this .52 acres be brought back to the Planning Commission for your consideration and recommendation to them. Keep in mind the applicant originally requested the C-2 in order to apply for a conditional use permit to build additional storage on this property. That is his same intent at this time. Staff's original recommendation still stands with regard to denial. We are bringing this back to you because the City Council would like for you to take a look at this rezoning. The main difference is it's a smaller area, it's 90 feet in width, 253.6 feet long rectangle that adjoins the West Side Mini Storage facility located on Rupple Road. Just at the last Planning Commission meeting, when we did hear this item, there was concern about the

Bill of Assurance and I just want to make sure the applicant didn't misunderstand what I said at the Planning Commission and that was I was going to go out there with out Landscape Administrator to make sure that there weren't any violations of that Bill of Assurance. We have gone out there. We counted the trees. There are substantial numbers of pine trees that are along the north/south and west/east property line. Based on those numbers and the size of those trees, that Bill of Assurance has not been violated. He's meeting that requirement to save those trees on that site. With regard to the access from Wedington Road, that access has been barricaded and is not being used for this facility. Those were the two things in the Bill of Assurance, tree preservation and the access from Wedington. Both of those, for me, are not being violated. Kim Hesse and I have taken a look at the trees and it's meeting that requirement. I just wanted to clarify any misunderstandings that the Commission may have had on that Bill of Assurance or the applicant or myself.

Hoffman: Before we get to you, Tim I have a question about that. Are you referring to the entire site or just to the subject now up for us for rezoning?

Conklin: When I talked about the Bill of Assurance, the Bill of Assurance was for the entire 5 acres.

Hoffman: So we do have a good buffer between Wedington and the site?

Conklin: With regard to trees, it's interesting, the Bill of Assurance reads 60% of the trees. He has pine trees that are spaced probably five feet apart, approximately 200 along the south, north and east property line. Overall, when you look at the total number of trees just because those pine trees are soldiered up along the property lines, he's meeting that ordinance. With regard to our current Tree Preservation Ordinance, that's something that Kim Hesse would have to take a look at with regard to the existing oak trees that are on this property that are remaining.

Hoffman: Okay. Thank Tim. Do you have a presentation that you would like to make? Tell us your name please.

Caudle: Can I give you a copy of that?

Hoffman: Yes. You need to tell us who you are even though we know.

Caudle: At the time that this came up the first time in Planning Commission meeting, the original property that was rezoned ten years ago was originally 5.5 and they rezoned the back

portion and we built the storage facilities. At the time there was an indication that there was an need for them in the area and they were right, there has definitely been a need. There has been a lot of houses built out there over these last ten years. What we find now, we came to the little piece there on the front that turns back towards the highway, kind of a backwards L, we built as many buildings as we were originally designed to do from the ten years ago plan. The thing that's come up is a need for storage in the area. The climate control is a big factor that we come up with is the fact that there is no climate control inside the City of Fayetteville. We thought we could build a building to supply the need for the people that need that type of service. Right now there are several people that have to go to Springdale. There was six people that we were renting the facility for the last several years that the FDA passed a new law that their stuff had to be in climate control, so they have all been forced to go to Springdale because there is none in the City of Fayetteville. What I was proposing was to built a building that would provide the climate control type storage facility. The original request was to just simply rezone all the lot to C-2 because it was C-2 in the back. We brought in sewer several years ago to put storage buildings on all of it. First of all, storage buildings doesn't need sewer so that money will be wasted. The original request was to be able to have just enough area there to put in this one building. As far as being declined on the entire C-2 request well that was probably asking for too much. I should have probably done it like this in the first place because we did bring in the sewer, we didn't intend to build storage buildings out front anyway. To go back 90 feet toward the highway would allow us to build this one building which is right next to what's already there, that you see on the drawing there. There are twelve buildings that sit on the property now. This will be no different, as far as appearance, than what's there. There was some concern in the Planning Commission meeting from the 23rd as far as the appearance, whether or not they like them. The lot on the front of the drawing there, on the corner of Rupple, I think it's called Wedington Plaza, I talked with them the other day and apparently they are starting construction next month which will take up a large coverage of where we are at in the front there as far as exposure to Wedington. One thing I said in the City Council meeting was that we would be more than willing to put in a privacy fence, a nice one that has brick pillars and privacy in between them in front of this building which would separate it from Wedington and there is still plenty of room on the front of Wedington, approximately 177 feet.

Hoffman: Is that to the building or to the line of the zoning demarcation, that 177 feet?

Caudle: The length of the property, back to where it's currently R-0, is 267 as is shown on the drawing there. To rezone 90 feet forward still leaves 177 feet before we reach the Wedington Highway. We brought in the sewer and paid for it several years ago. It is

set up for an office environment and that's probably what would be built there in time. Like I said, we have no plans at this point to build anything out front. To be allowed the 90 feet in conjunction with what is already there, does allow us to build this building that there is no question there is a need for it because the people do not have an access to this type of service in this city.

Hoffman: This 90 feet gives you access completely around the building and then have some room for the fence that faces Wedington?

Caudle: The corner once you come along the bottom, the 373 corner, if you just gotten out of the line that is currently C-2 extends straight on across 253 feet at that corner, we are proposing to turn south 90 feet and then go back 253 which would allow this building to go in right next to the 12 that's already there.

Hoffman: Got it thanks.

Caudle: Like I said, it's just a case that there is a need and it is inside the existing facility with the building that's fixed to be built and the privacy fence. One of the people that had a concern about that, about allowing me to build this new building, that would be part of the concern that was stated as far as the visibility. That takes out a lot of visibility but it does make for a nice facility that offers a full service.

Hoffman: Anything else you want to say?

Caudle: No.

PUBLIC COMMENT:

Hoffman: Is there any member from the public that would like to comment on this? I see one person back there. No? Thanks.

COMMISSION DISCUSSION:

Hoffman: I'll bring it back to the Commission and the applicant for further discussion. Anybody?

Hoover: I have a question for staff. Just because I didn't get to read the comprehensive plan before I got here but my understanding is that our future thought on this area is R-0 and that we are only putting C-2 at the nodes?

Conklin: That is correct and with regard to the Community Commercial designation on our Future Land Use Plan, I will recommend as we have for the past five years that it be C-1 zoning which will not allow for the additional warehousing or storage facilities as a conditional use. Even if it was shown as that commercial, we would still be recommending for C-1 and not the C-2. Mr. Caudle, I do have one question, how many square feet will the storage building contain?

Caudle: Approximately 10,000 in the new building. It is climate control. It's a different design than the other buildings, it does require a lot of different type of construction to accomplish the climate control facility.

Marr: Where exactly is the access to this building proposed to be, is it off of Highway 16 or is it coming from this?

Caudle: On the drawing you see the twelve buildings going down through there, on each end of that first building, originally there was access with a controlled computer type gate on the south side of that building. In the last year, we put in an access at the north end of that building for an exit only gate. There is an in and an out basically onto Rupple from the facility. The building we are proposing, like I said, if you just extend that 273 straight across, it picks up right on the border of what is now C-2 and R-0. It's just enough to put in that building and you come right in the facility when you get down to that point, you look left at your buildings or you look right at this new building. All the access is off of Rupple and like I said we put in an extra gate, having this many buildings and this much people coming an going, we did open up the other gate and put in another computer access gate to help with the flow of the traffic. There are times on weekends, a pretty day, you will have several people out there so it did help the flow.

Marr: Help me understand too, where exactly when you talk about a proposed brick privacy combination fence to screen this.

Caudle: Again on my little drawing the building that I put on the drawing, the proposed building, it says 175 feet on it, move directly out in front of it approximately 20 feet.

Marr: Would it go the whole distance of this or just the length of that building?

Caudle: It would go in front of the building is the way it's proposed. There is drainage on the other area there. There is a designed drainage ditch where all the buildings are drained to a point, the water that comes off the buildings and between the alleys and that is a drainage ditch that was designed for that purpose.

Marr: The reason for my questions are not to do approval of design here because I understand this is a rezoning but one of the things that would certainly make me consider it is the ability that when it did come through for design that it would be completely screened because I go back to Chairman Odom's comment when we heard this back on the 23rd that I certainly believe and agree with you that there is a need for this in the City of Fayetteville but I also believe that there are locations of commercial C-2 space to be able to do this within the city already. More importantly I want to stay consistent with the Land Use Plan of developing that into R-0. If we did this, what's important to me is the ability to take it out of sight. This is much more appealing to me, not to say I will vote for it still but much more appealing to me than what was originally presented.

Ward: I think I would be, instead of putting up a wood privacy fence, I think that south side of the building, in my case, I think it needs to be some type of, meet our Commercial Design Standards for articulation and using some type of split face block and some things like that instead of metal. I would be much more for it then than just putting up a metal building out there. I'm talking about strictly the south side of the building with some articulation and some type of material that fits into our Commercial Design Standards like block, brick and other type of products. That way you wouldn't have to be worried about putting up fences and all that type of stuff.

Caudle: I would be more than willing to look at, from the manufacturer's to what could be done as far as to brick that side of it or something to that affect. Again, your visibility right now when you drive down Wedington you look over there, this is what you see. You see those buildings as they are today. You are not going to be seeing anything different than what you are seeing today. If we did what you propose we can look into bricking that side of it, that would improve it. Whether it was a privacy fence, because there was a concern about it, the distance we set off the highway back in the trees alleviates that concern. This would be a whole lot better than what we are looking at right now as far as the concern of what's out there right now.

Hoffman: Staff, I have a question. I'm concerned about design on a rezoning. I wish that there were a way. I understand because this lot is contiguous with your existing property, why you want to put it here and why you don't want to go find another site.

Caudle: It was mentioned in the meeting on the 23rd, you've got economic assets that are already out there and you run a professional operation, you don't go out and buy property and build a building and expect to come out at all.

Hoffman: The question I have for staff is that, given the discussion that we've had tonight concerning the screening of the building or the other appearance, I'm not really for Lee's idea because they are still going to have all those garage doors facing Wedington, I'm really more interested in screening the whole building. How many overhead doors will be facing Wedington in the new building?

Caudle: Approximately 16.

Hoffman: I don't know how you would meet the Commercial Design Standards. Given the fact that we've got a reasonable proposal for screening that's contiguous and has traffic flowing out to Rupple Road and not Wedington, is there any method that we can approve a rezoning subject to the statements, can the applicant offer Bills of Assurance for instance that would help us along the way?

Conklin: Keep in mind, this will have to come back as a Conditional Use and may have to come back as a Large Scale Development if it's over 10,000 square feet so you will have another opportunity to place any condition on there that you feel is appropriate. Also, if you rezone, it could be any C-2 use also that could go in there from a used car lot to a night club.

Hoffman: There is no way to bring the two through at the same time like we did our Conditional Use and Large Scale Developments?

Conklin: Not at this time.

Caudle: Excuse me, has that not already been done 10 years ago? It was only 10 years ago.

Conklin: If the applicant would like to voluntarily offer a Bill of Assurance he can offer that as you did, I believe, 10 years ago.

Caudle: This 90 feet is for this building and that's the only plan I have whatsoever and I would definitely have no problem doing anything there. Like I said, it's just this classification does require C-2.

Hoffman: If this use and idea would go forward.

Caudle: It is there now and it is what is required to build a climate control building that is needed.

Hoffman: You don't mind making that a condition of this?

TAPE TURNED:

Caudle: It's a survey, I don't know if it's from the right-of-way, they are calling it 267 feet and they are calling it 507 down the east side of the property which would include the R-0 and the C-2. I don't know if that's where that point of beginning is.

Conklin: With regard to that number, that is not something that we would use to map this area out. We require a legal description and we are working with Mr. Caudle to get a legal description that accurately describes that piece of property. It's clear to me that it's 90 feet south of the current C-2 zoning and that's something that we will be making sure that legal description describes, by the time we bring it forward to the City Council with an ordinance. It's 90 feet south of that existing C-2 property.

Bunch: My major concern is questioning this was to see if the remaining piece of property that I believe is currently R-0 to see if it was adequately sized to put in an R-0 development complete with setbacks and utility easements and that sort of thing.

Caudle: It's going to be approximately 253 by 150 minimum up to 170 depending on where that starts.

Bunch: That's what I was wondering.

Conklin: It's about an acre.

Bunch: I just want to make sure that it's adequately sized for a development as zoned.

Caudle: Approximately 253 by 160 give or take a little.

Hoffman: Anybody else?

MOTION:

Shackelford: I guess my take on this is, basically what we are looking at is an extension of an existing building by the same owner. We are only talking about a 90 foot strip of land with very limited access off of Rupple Road basically through the property that the applicant already owns. As long as the front property remains R-0 which has the Wedington frontage on it and is developed R-0 and I think we meet the intent of the 2020 plan,

with that being said and the applicant being willing to do a Bill of Assurance, I'm going to make a motion that we recommend approval of RZ 00-25.00.

Ward: I'll second.

Hoffman: I have a motion by Commissioner Shackelford and second by Commission Ward, anybody else? Any other further discussion on this item?

Ward: This does have to come back no matter what happens?

Hoffman: Is it of sufficient size that we have to see it again, Tim?

Conklin: It depends on what size building he proposes on this property. If it's over 10,000 square feet, you'll see it as a Large Scale. You will see it as a Conditional Use.

Hoffman: We could, at that time, follow up on the discussion tonight regarding the screening and appearance and so forth.

Conklin: Yes. If the Planning Commission makes a recommendation and the City Council rezones it, most likely the conditional use recommendation is going to be for approval with Bills of Assurance.

Hoffman: Just so we are all clear, can you work with the applicant with regard to the wording of the Bills of Assurance? Since they come from the applicant, I'm not sure how to get that.

Conklin: Sure. For clarification, we are talking about use of this property for this climate controlled storage facility.

Hoffman: With screening.

Marr: Just one last question, did you investigate any other C-2 space for locating this facility other than this location?

Caudle: I looked at a couple of lots for possibly a new facility because there is a need for a storage facility. I have not found anything suitable at this point. There is some C-2 property in several areas around the city. There are a lot of factors that go into it as far as access, location and need in the area. Right now there are people who come a considerable distance because of the availability of storage in the area. I have looked.

Hoffman: Thank you. Anybody else have anything they would like to say before we call the roll? You all ready? Nancy?

Allen: I'm not really clear of what we are requiring the applicant to do.

Hoffman: In rezonings, Tim you can take this one if you want to.

Conklin: Sure. The applicant has offered to give us a Bill of Assurance which is a legal document to tie to this rezoning that this 90 feet, with the property, will only be used for a climate controlled storage facility and will contain screening of some sort. Based on that information you need to determine whether or not you can make this recommendation to the City Council, if you feel that it's appropriate with this Bill of Assurance to rezone this to C-2. Does that clear that up?

Bunch: If in the Bill of Assurance since we can't ask for it that the applicant offers, there was some statement about making sure that it went to the Large Scale Development process in addition the Conditional Use process. I think there are some square footage limitations, if the applicant offered to us that this would come through that process, I would personally feel a little more at ease with it to make sure that we could look at it and see that it fit our standards.

Caudle: As far as the Large Scale, again I'm not familiar with all the rules as far as that's on projects over an acre, over 10,000 square feet. It has certain criteria.

Conklin: An addition of 10,000 square feet or more. Since 10 years has passed, you do need to be aware that the fee has gone from $50 to $900 application fee.

Caudle: Everything has gone up, I know. The only thing that I can think of that would require a Large Scale is the size of the building. What originally has been drawn out on paper could be just under it or just over it depending on whether you build it 175 foot long or 170 foot long. It's going to get that marginal there. We could keep it under the 10,000 square foot by simply taking 5 feet off the end of it.

Conklin: You wouldn't be the first developer or applicant to do that either. What I'm saying is, people are aware of that regulation in Fayetteville and we do have projects, two or three a year that come in just below that criteria.

Caudle: I understand that. If you are talking about the difference between $50 and $900, I don't know what else is involved.

Hoffman: Let me make sure that no matter what happens Tim, this is going to be coming back as a Conditional Use because of the zoning?

Conklin: Yes.

Hoffman: This zoning is the only one that will permit this use without going to industrial zoning or something like that.

Conklin: That's correct.

Hoffman: That is so similar to Large Scale Development review that I would say that it would be not something that would be as important to me personally because in Conditional Uses we have a blank slate on those really, in terms of requirements that we can place, in terms of lighting, screening, appearance, hours of operation, revocation and so on. In that case, I would just prefer to let the motions stand as they were and you with your Bill of Assurance as it is.

Bunch: That's my main concern in brining that subject up was to make sure that we have adequate opportunity for the oversight on it.

Shackelford: That was the intent of my motion knowing that we would get a chance to look at this and we could put those limitations on it in order to grant the Conditional Use.

Hoffman: No more discussion I assume? Okay, if everybody is ready, I'm going to go ahead and call the roll.

ROLL CALL:

Upon roll call RZ 00-25.00 is approved on a 6-1-0 with Commissioner Marr voting no.

Hoffman: Tim is there any other business this evening?

Conklin: There is no other business.

Hoffman: With that, we are adjourned.

Mr. Brockwick, 200 W. Lafayette, stated he had some petitions against this. If they were to take away the convenient stores and grocery stores they were not talking about much money at all. They had a good ordinance. It worked. The A&P Commission collected record revenues in November. $117,000 in November. They had never collected that much before. They were taxing the little guy to be fair. He asked them to keep it as it was.

Alderman Zurcher stated the petitions had approximately 650 signatures.

Mr. Jeff Erf, an area resident, asked if the City Council passed the ordinance, what would the additional revenue be used for specifically and would any of it go towards the Town Center.

Ms. Johnson replied the A&P Commission as set up by State law has total discretion over use of those funds. It was her understanding that most of that could go into special projects. The Town Center funds for the coming year are already set in the budget. They did not anticipate any additional funds being needed for that.

Upon roll call the motion carried unanimously.

ORDINANCE WAS REFERRED TO ORDINANCE REVIEW COMMITTEE.

NEW BUSINESS

RZ 00-25.00
An ordinance approving rezoning request RZ 00-25.00 as submitted by Dennis Caudle for property located at 1192 Rupple Road. The property is zoned R-O, Residential Office and contains approximately 0.52 acres. The request is to rezone to C-2, Thoroughfare Commercial.

Mr. Rose read the ordinance for the first time.

Mr. Conklin stated this was the second time this request has been brought before the City Council. The original request had been for an acre and a half to be rezoned to C-2. At that meeting it was sent back to the Planning Commission. What had been considered was a ninety-foot strip of property directly adjacent and south of existing mini-storage units. The Planning Commission did approve the amended request. Along with the amended request was a Bill of Assurance. The Bill of Assurance will state that the property can only be used for storage facility, climate controlled. There had been a lot of discussion on screen of the facility. That will be dealt with at the Planning Commission during the conditional use process. In 1990 there had been a request to rezone the property to C-2. At that time they had rezoned the northern 3.5 acres to C-2. He requested that the item not go through all three readings. He still needed to work with the applicant on the Bill of Assurance and legal description. Staff recommendation had been denied. It remained the same. It was staff recommendation that additional storage units in this

area were not appropriate. The basis for their recommendation had been that he had three and half acres and the remainder should be left as R-O and developed as such.

Alderman Santos asked if they could make the rezoning conditional upon the Conditional Use being approved.

Mr. Conklin stated they had not done that in the past, placing conditions on rezonings. His understanding was that a Bill of Assurance could only be offered by the applicant. The applicant had offered a new Bill of Assurance.

Mr. Rose stated he was concerned about placing a condition on a rezoning because they would get into contract zoning.

Alderman Santos expressed concern about leaving only a half of a lot to be developed as R-O.

Mr. Conklin stated it was his hope that the R-O lot would develop with professional offices, which would help hide the storage building. They would rather see the site develop as R-O with professional offices to help screen the building. His hope was that something would develop in front. The owner has proposed a solid fence in front of the storage facility.

Alderman Davis stated he thought the remaining acre of land would be enough for an office with the proper amount of parking and landscaping.

Mr. Conklin stated they should be able to develop an office building on an acre, but they would be limited on the number of parking spaces. One of the reasons the Planning Commission decided to approve the amendment was that Mr. Caudle did have an existing facility out there and to build an additional building in another location he would incur additional expenses. They also looked at the additional R-O out front and that in the future there could be something out front to screen this building.

Alderman Zurcher asked if the staff still stood behind their findings.

Mr. Conklin replied that they still stood behind their findings. Those finding were from their Planning Commission by-law. They required staff to make those findings with regard to consistency. Based on those findings they had recommended denial.

Alderman Reynolds asked if the owner had agreed to remove the gate on Wedington Drive.

Mr. Conklin stated that he had not. The drive had been blocked off. The Bill of Assurance did not talk about canopy, it discussed number of trees. Clearly, there were approximately 200 trees on the site that had been kept.

Mr. Dennis Caudle, owner, stated they had discussed the need for a climate controlled facility in Fayetteville. They only needed ninety feet to construct this building. They had discussed constructing a fence in front of the storage units. They had spent thousands of dollars to bring the sewer onto the lot. They had never had any intentions of constructing a storage unit on that lot. He did not agree with a lot of the staff findings. The traffic was not a problem. People went for months without coming to the facility. There was no questions there was a need for this type of building. This building was like the existing one. It was not going to be any different than what was there.

ORDINANCE WAS LEFT ON THE FIRST READING.

EMERGENCY GENERATOR

An ordinance waiving competitive bidding for purchasing a replacement emergency generator for use by the Police Department, authorizing Chris King Electric to install the new generator and remove the old generator and ratifying staff actions in obtaining an emergency generator to ensure emergency communications system maintains electrical power. The City's existing emergency generator is inoperable and parts are not readily available. A replacement generator is available.

Mr. Rose read the ordinance for the first time.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Trumbo seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Trumbo moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third time.

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

Alderman Reynolds asked if we had retained the old generator.

Mr. Steve Davis, Budget Manager, stated the old generator would be reworked by their Water and Sewer Department for use as emergency backup power for one of their lift stations.

ORDINANCE 4286 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

OLD BUSINESS

RZ00-25.00: An ordinance approving rezoning request RZ00-25.00 as submitted by Dennis Caudle for property located at 1192 Rupple Road. The property is zoned R-O, Residential Office and contains approximately 0.52 acres. The request is to rezone to C-2, Thoroughfare Commercial. This ordinance was left on the first reading at the January 2, 2001.

Mr. Rose read the ordinance for the second time.

Alderman Young moved to suspend the rules and move to the third and final reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Alderman Santos stated he thought the plan for that part of the town had changed and he felt that it did fit in with what was going in out there.

Alderman Jordan asked if the owner was planning to put up a fence.

Mr. Conklin stated the city had a Bill of Assurance for this rezoning. The Bill of Assurance did state that the Planning Commission would take a look at what type of screening is appropriate when the conditional use was applied for the storage facility. In regard to the distance from the street, it was 138 feet from Wedington to the new boundary line, which would be developed. It was approximately .88 acres.

Alderman Thiel stated her biggest concern was the curb cut which had been made and the fact that there was a driveway built back to this. The owner had stated he was not going to use that and had put up a temporary gate. She was concerned that people would be using the driveway in a few years. The fact that the garage doors faced out to the street also concerned her. She wished there was some assurance that they could have that the drive would never be used.

Mr. Conklin stated there had been a Bill of Assurance which had been entered into in 1990 that stated that access to the storage facility would be from Rupple Road and not Wedington. As with all Bills of Assurances, the staff had to monitor them and make sure that they were being enforced. In this instance, when it was discovered that the Highway Department built a curb cut and a drive back to the facility they brought it to the owners attention. The owner had blocked the drive. That Bill of Assurance was still in effect, if he violated the Bill of Assurance, then the City would take enforcement action to correct the situation.

Alderman Davis stated they could look at the curb cut as being a prudent business decision. The drive would help Mr. Caudle in future development. He did not look at it as a negative on the

owners part. He hoped that with the Bill of Assurance the owner was looking toward the future and that the curb cut would help with his development cost. Curb cuts were expensive.

Mr. Conklin stated that was the owners explanation, that when the Highway Department came in and widened Wedington Road they had asked him what his future plans were and if he would need a curb cut. The Bill of Assurance did not discuss having a curb cut on Wedington. It talked about a driveway to the storage facility, which had been blocked off at this time.

Alderman Reynolds stated that what bothered him was that the owner had agreed to enter from Rupple, then there had been a gate put up facing Wedington. When this proposal first came through it was for all heated units. Those plans had been changed to include some without climate control. He was not going to support this request.

Alderman Zurcher asked if staff still supported their staff findings in their report.

Mr. Conklin stated the staff still agreed with their findings. This past fall he had brought forward an ordinance to allow additional commercial uses in C-1 zoning in order to provide neighborhood type retail services for the residential homes in that area and other C-1 areas. Typically they had argued that they needed C-2 in order to allow different types of uses. He tried to correct that this past fall. If this was shown as commercial on their Land Use Plan, the staff would be recommending C-1 and not C-2 zoning. C-2 zoning was required in order to have the storage use on this property. With regard to compatibility and their Land Use Plan, it did not meet their current Land Use Plan, which had been adopted December 19, 2000.

Alderman Zurcher asked if staff still supported their finding on traffic.

Mr. Conklin stated that they still supported that finding. With regard to potential and future traffic it was always difficult to determine at the rezoning time. There were many different uses in C-1 and C-2 that would be on this property. It was always difficult to make a finding that it will cause traffic congestion and danger.

Alderman Davis stated he assumed that Rupple Road would have a stop light in the future.

Mr. Dennis Caudle, owner, stated when the highway was being constructed the State had told him that was the time to put in the driveway to serve that property. They were fixing to build on the lot adjacent to it and there would be no access to that property. As far as the gate being put in, it was put in at that time for the emergency entrance. They could read the minutes from 1990, the Fire Chief required fire hydrants. It was to be used as an emergency exit. It was not going to be used as an entrance or an exist. It was strictly for emergency use. The fence would be moved when the new building was constructed.

Alderman Young stated another concern was changing the use from climate controlled to just regular storage.

Mr. Caudle stated that was never changed. It was climate controlled in the middle and the outer was regular storage units. This design would help insulate the building and secure the intersection.

Alderman Young stated they had been under the impression that it was all climate controlled.

Mr. Caudle stated he thought that they had discussed it when they discussed the doors facing the highway. A true climate controlled building had no doors on the outside.

Mr. Conklin stated when they had worked on the Bill of Assurance with the applicant, that was when he discovered that this facility also included the mini-storage units on the north and south sides. As with all Bills of Assurance, the staff could not request or require the applicant to sign. It had to be voluntarily offered by the applicant. They had modified the Bill of Assurance and put in a "climate controlled facility and/or mini-storage units." That was what Mr. Caudle had agreed to and that was the Bill of Assurance being offered. He was concerned when he discovered that this also contained mini-storage because at Planning Commission they had discussed the type of assurance being offered. There were three or four places in the minutes where he had talked about the applicant offering them a climate controlled storage facility Bill of Assurance that the property would be used for this purpose. Now they were discussing mini-storage and climate controlled. He thought one of main arguments had been that he had existing mini-storage and that was a new use that was needed in Fayetteville and it was a climate controlled facility. It was one of the things the Planning Commission had considered when they recommended that the property be rezoned to C-2.

Alderman Zurcher stated he was inclined to decline this request. The City had a 2020 Plan and if they decided it was not a good plan for them, then they needed to go back and change it. Until that happened, he felt pretty good about sticking to that plan.

Alderman Davis asked what percentage of the facility was going to climate controlled.

Mr. Caudle replied it was approximately half climate controlled and half regular type storage, similar to the existing buildings. He added there was a need for this type of storage in the area. If there was a misunderstanding, that was exactly what it was, a misunderstanding. There was a strong need for the additional units. There would not be a unit available to rent, of any nature, during the summer season. West Side Storage was completely full during the summer months, from April to August. This building would contain eighty-four units. Forty of those would be climate controlled. The climate controlled would be inside the building surrounded by the regular units.

Mr. Conklin stated it was his understanding the building would look like a mini-storage building surrounding the perimeter of the building, then within the center of the building would be the climate controlled storage facility.

In response to questions from Alderman Thiel, Mr. Conklin stated there was 138 feet in front of the proposed storage facility, which was enough for a professional office building with parking. In regards to screening, Mr. Caudle did have some proposed screening for the site. Staff would also be making a recommendation to the Planning Commission. The Planning Commission would also debate the type of screening required for this facility.

Mr. Caudle stated the screening that he was most attracted to was the concrete pillars with regular privacy type fence between them.

Alderman Jordan stated he had thought it was all going to be climate controlled. He wondered how much of that swayed the Planning Commission.

Mr. Bob Estes, Planning Commissioner, stated he recalled that they had discussed that it was climate controlled. It was his recollection that the area had been rezoned some time ago for this purpose. He recalled that it was to be climate controlled. It was not a determining factor in his vote. What was, was the rezoning some years ago for this purpose.

Alderman Davis stated that in today's society there were many people who had to travel across town to store their extra possessions in a storage unit. It was not a high traffic use. If traffic were to drive by during the day, they would never see a lot of cars sitting there. As far as traffic problems, there really should not be a whole lot of congestion due to this. In time, they would see a stop light at Rupple Road.

Alderman Zurcher stated there was probably more C-2 land in Fayetteville than what could be used in the next few years.

Mr. Conklin stated there was quiet a bit of land zoned C-2 that was undeveloped or could be redeveloped.

Mayor Coody asked shall the ordinance pass. Upon roll call the motion carried by a vote of 6-2-0. Zurcher and Reynolds voting nay.

ORDINANCE 4287 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

FIRST NIGHT: A resolution approving a budget adjustment in the amount of $15,000.

Westside Village I-PZD 08-3062
Planning Commission Minutes
November 10, 2008

I-PZD 08-3062: (WESTSIDE STORAGE, 400): Submitted by STEVE CLARK for property located at 1192 N RUPPLE ROAD. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 0.77 acres. The request is to review a zoning and land use only application for an additional climate controlled storage building, a new entrance from Wedington Drive with new management buildings at that entrance.

Jesse Fulcher, Current Planner, gave the staff report, discussing the history of the zoning request on the property in the 1990s, 2001, etc. One of the big discussions in the last request was to develop a building that would sufficiently screen the existing mini-storage facility. Fulcher described the façade facing the street. It has been difficult to review this application in the context of City Plan 2025. Rather, we looked more in context of what is there on the site, the existing land use of the storage facility that is established. It was staff's hope that with a properly designed building we would see a façade that would come close to meeting commercial design standards, something that would be required in the R-O zoning district. The catalyst for this entire request is from the Rupple Rd expansion. As part of the Links project, two lanes of northbound traffic are being constructed along the entire property frontage. This property and the property to the south are where both of the lanes of right-of-way have to be obtained for the east side of the road. There is a Bill of Assurance from 1990 existing on the property which limited access to Rupple Rd., which the City Council has recently reviewed and changed. The applicant would like to be able to access Wedington Drive with this addition. Staff has found in favor of the PZD, with some conditions. Staff is recommending a minor change to the building façade to provide a parapet wall on the top for a different form. Fulcher discussed other conditions of approval, including limited egress access to Rupple Road, landscaping, signage, Bill of Assurance regarding trees.

Kit Williams, City Attorney, stated that the City Council did approve a change to the Bill of Assurance, to allow the access to Wedington. They also agreed to purchase right-of-way for Rupple Road.

Dennis Caudle, applicant, stated that he received the report today. Several months ago I received a letter discussing the right-of-way road expansion. I understand now why they want to take all the right-of-way from the right side of the road. My first question was what is it doing to me. Will this affect my ability to operate? There were several options we looked at. One option was that I could move to the other lot I own on Wedington. We agreed that would fix the problem. I'm being asked to operate with two parking spaces. We're here because this is being brought on to me. I did not ask to build this building. In 2001, it was made pretty clear this use wouldn't be extended. But this is what we discussed as a solution. Caudle discussed Lindsey's project, occupancy of buildings happening today. I am trying to work something out. Some of the conditions I agree with, some I don't. The trees on Rupple today, they are going to remove 10 of them. Three trees on my other lot were found to be healthy, one is inside the proposed building. I have concerns with #6, it's leaning over the street, potentially a public danger. It's unacceptable to keep the 3 that are inside the building. We approached the PZD because we were told it would move the process along much quicker. To get to this

point, I've spent thousands of dollars. I didn't ask for this, just trying to find something that works out for everybody.

Steve Clark, applicant, stated he would like to summarize the concerns. On the building elevations, we feel it is attractive like it is, we would rather not change the elevation. Right-of-way issues are non-issues; we will dedicate along Wedington and we have an agreement in principle for Rupple. The entry/exit onto Rupple – we would prefer the existing southern drive to remain as an entry only, and not be limited to exit traffic.

Williams asked if a truck/trailer would be able to fit into this entry without stopping in [Rupple] road.

Clark stated that he thinks so, but doesn't know for sure. If it turns out that there is not adequate room for a truck/trailer, we would be willing to look at that as an exit-only drive, but at this time we would prefer it not be a condition of approval.

Williams stated that one thing that can happen with a PZD is that since it's not only looked at by the Planning Commission but they look at it and make recommendations and it goes to City Council, so even if that condition remains, it's something certainly you can look at again and speak to the City Council about.

Clark stated that we concur and agree, and the owner has expected to plant the trees and meet the Wedington Rd. frontage. However, along Rupple Rd several of his trees are already being taken, he is being compensated for them, but for us to have to go back in and replant trees on 30' centers along Rupple Rd., especially when he's doing no development along Rupple Rd, Rupple Rd. development is finished, he won't be making changes to that, so again he would prefer not to be required to meet the standards. Basically, the City is buying his trees and then he has to turn around and spend money to put new trees back. His preference would be not to have that. Signage is agreed to. It's a catch-22 on the tree preservation. One, he is having to continue to meet the standards that were agreed to in 1990. Clark discussed concerns with preserving the 25% of trees on the site. Moving the building to preserve the trees could be very difficult.

No public comment was received.

Commissioner Anthes stated that a LSD plan will be following this PZD plan within a year. She asked staff to clarify, given what has been discussed tonight, what is the purview of us having to make a decision on tonight, and what will be decided at the time of large scale.

Jeremy Pate, Director of Current Planning, stated that with a PZD we are looking at use. We don't typically get into a lot of design detail until we have a Large Scale Develpoment. Historically, however, this applicant has had concerns about what is approved at a Conditional Use Permit level and then a Large Scale Development level later, so we're trying to be as detailed as possible on this particular application. While not all the information is presented, for instance a grading plan to understand how this

impacts tree preservation, because this is a zoning and land use only PZD, there are no development rights associated with it. In reality, the Large Scale Development would look a lot like what you're seeing now in terms of a site plan and elevations. It would be accompanied with a grading plan and landscape plan, but I would assume the site plan would look a lot like what you're seeing here.

Anthes stated she is hearing a lot about trees tonight but without a landscape plan and grading plan and a report from our Urban Forester and staff, she is not prepared to answer any of those questions tonight. I'm happy to say there are some current ordinances that need to be followed, but then whether those are saved trees, mitigation trees, that is best left to Large scale development.

Pate stated that is typically what we do with a Large scale development, we look at those details and get a report from the Urban Forester.

Anthes stated that on page one, paragraph five of the project booklet, "brick fascia" should be changed to "brick façade."

Clark stated he thought that fascia was the correct term. He stated that it would be changed.

Commissioner Anthes asked about design standards in industrial zones. What are we reviewing for those?

Pate stated that there were design standards with any PZD. Because this is a mini-storage use, we are not technically reviewing this for commercial design standards, but in the UDC there are general design standards presented with each and every planning area. These are the design standards that are being presented for this one planning area.

Commissioner Anthes asked what we should be looking at for this building as opposed to what we would be looking at for commercial design standards.

Pate stated that the PZD ordinance states that an applicant is supposed to present design standards. What we do with all PZDs is compare them to existing zoning districts to see how closely they follow the existing standards. Sometimes they vary dramatically, sometimes they're relatively close. I believe Jesse presented our comparison on this one with an R-O office building, and that's what we were pushing towards for this particular application. A lot of the discussion a couple years back when this originally came through was if a building can fit on this site that would screen the other buildings. The fence was considered to be a temporary screen at that time. So, another building, whether it be an office building in R-O, could it meet those standards? That's why we've worked with the applicant to look at different colors and materials to vertically break up the façade. More than anything, the addition of a parapet-type structure may help to make it appear more like an office building. That's a pretty detailed recommendation at this point in time for a concept PZD.

DRAFT

Commissioner Anthes stated that at this point, we could say we're going to be reviewing the building at large scale, but we appreciate they are breaking up the façade vertically, and we'd like to see if they could come back with a variation of a parapet that would look more like an office building, and then come back with that at large scale.

Commissioner Winston asked if the building is climate controlled, and if there will be roof units.

Clark stated that it is climate controlled for most of interior. The north elevation will be a standard, non-climate controlled storage. Four interior bays are climate controlled. Rooftop units are not planned but would be screened if they are installed. The existing building does have two units on the roof now.

Caudle stated that a future building that screens what is behind it is an idea. No office building could be designed to screen on a lot this size as well as this. Caudle discussed in length that he did not know if there would be roof-top units, and he is not the A/C guy. There may be some there, there may not.

Commissioner Winston stated that his comment was simply to the point, like on another application tonight, that screening of roof-top units tend to get forgotten about in the design phase, and he just wants the applicant to be aware. A parapet wall might be the solution for that issue.

Caudle stated he can't tell where the A/C units are going to go. He discussed roof units and screening.

Commissioner Winston suggested a condition could be included that the roof-top units are required to be screened. He asked for clarification on condition #6, tree canopy.

Pate discussed tree canopy and the Bill of Assurance. The Bill of Assurance and tree preservation ordinance work in tandem.

Commissioner Cabe asked about current access on Rupple Road, and asked if the applicant looked at relocating the office to the next unit to the east. It seems like there are some easy solutions without all of this project. Cabe discussed other options like moving the office to the next building.

Clark stated that Caudle and I looked at alternatives. The problem is that it creates dead-end spaces with drive aisles, with no turn-around. There's no good way to continue to operate in a good and safe manner.

Commissioner Lack stated he has a great concern with the primary entrance on Wedington Drive. I know the City Council has spoken on that, but from a Planning Commissioner perspective, it seems like we're giving up one dangerous condition for another. I would prefer to see a negotiation on keeping the access on Rupple. The storage on Wedington could still be pursued with an even longer building to conceal the

DRAFT

mini-storage facility.

Caudle stated that a good potential solution would have been to take property from the west side of the road, but that was not the choice that was made, they chose to take it all from the east side of the road. So the alternative answer to the problem was this PZD.

Commissioner Lack asked Pate to explain the negotiations.

Pate stated he was not involved from the beginning of this discussion, I will defer to the City Attorney.

Williams stated that there were several meetings looking at this issue and one of the things the City Council and I consider in a situation like this is cost to the taxpayers. If we are obtaining right-of-way from Mr. Caudle that would degrade the functionality of his property, then the taxpayers will pay for that. The other thing we didn't want to do is adversely affect his property for himself. The only way his architect and Ron Petrie as the City Engineer could see to avoid a major disadvantage to his property would be to in fact allow him to have access on Wedington, although originally that was denied, either for safety or aesthetic reasons. This was explained to the City Council and they agreed to withdraw that portion of the Bill of Assurance. I do hope we will reconsider on the Rupple Rd. entrance because I think that for most vehicles that would be the preferred entry. I hope we can work that out between now and the City Council meetings. There was not another way to configure the lot that we could figure out that would not cost a lot to taxpayers and detrimentally affect Mr. Caudle's business. The decision to allow an entry off Wedington and alter the Bill of Assurance has been made, unless there is something dramatic with traffic safety we can point to and say City Council was wrong to allow that.

Commissioner Lack asked Pate about access to other less-traveled roads, which is the policy in our access management ordinances.

Pate discussed how Rupple Road actually has a higher classification on the Master Street Plan than Wedington, though Wedington is more commonly traveled. Rupple is a Principal Arterial Parkway; Wedington is a Principal Arterial. We will potentially have more traffic on Rupple in the future, due to the fact that Rupple will be a true connecting street, from Hwy 62 and Farmington north to the mall area. We also looked at curb cut location in relationship to Wedington/Rupple intersection; the Wedington access is actually further away than the Rupple access. In response to Mr. Williams' comment about limiting access to exit-only on Rupple, staff presented the recommendation for exit only because that's what Mr. Petrie presented to the Council when he presented the negotiated purchase price and amended Bill of Assurance. So that's something we are simply being consistent with. The Council will review this again if it goes forward, so if they wish to review that decision, they can. But it was our understanding that everyone was on the same page that this would be exit-only because of the concerns about safety.

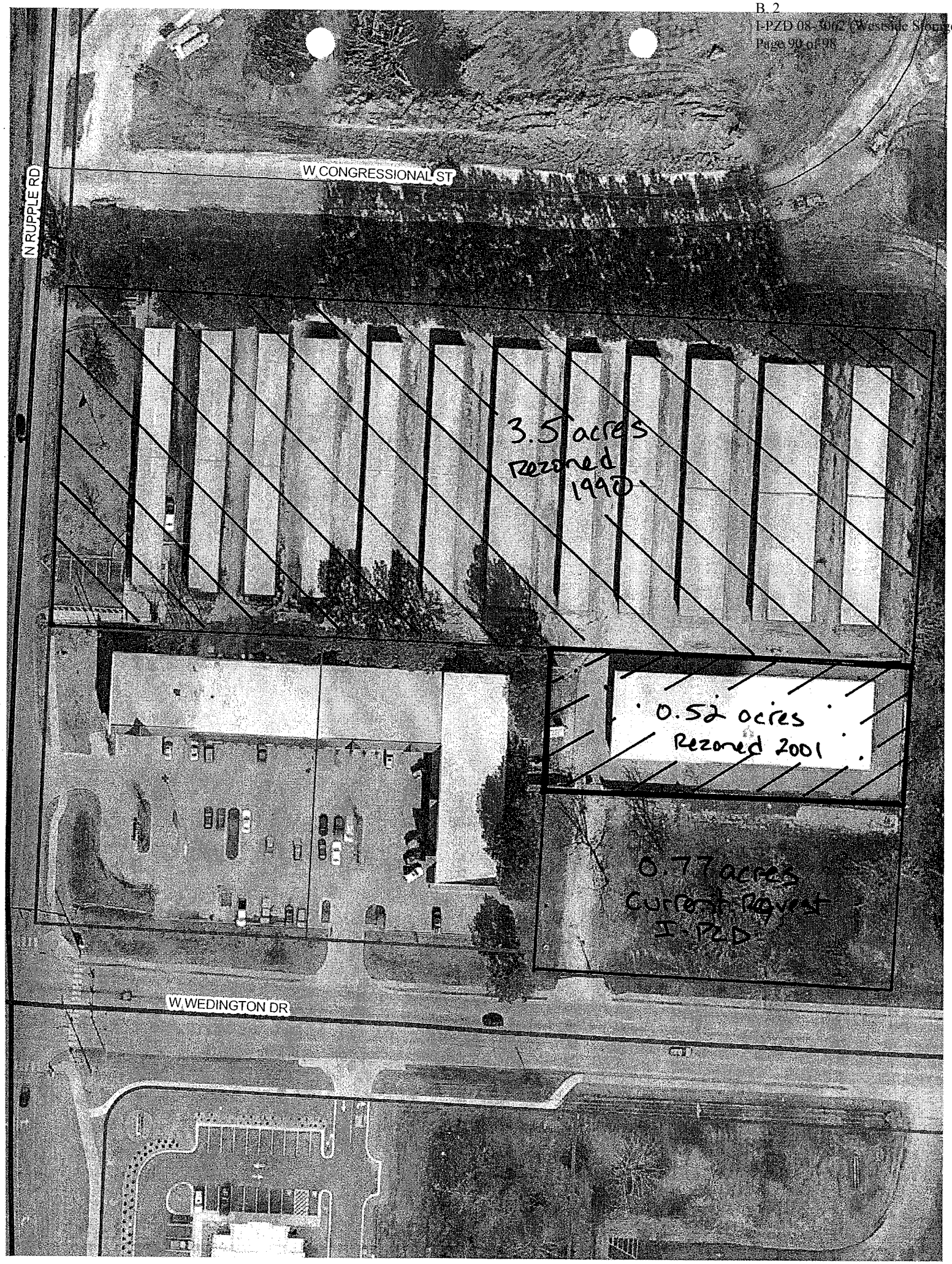
Caudle discussed the Bill of Assurance, and trees in the yard on Wedington.

DRAFT

Motion:

Commissioner Anthes made a motion to forward the request to City Council with a recommendation of approval with conditions as listed in the staff report, agreeing with staff's recommendations, noting on condition #1 that a gable or hipped roof may be too onerous, but the applicant should add a parapet wall, and realizing that a Large Scale Development will be reviewed within one year from approval, where we'll review all of the other information, including tree preservation, landscaping, grading, final building elevations, etc.. **Commissioner Winston** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**

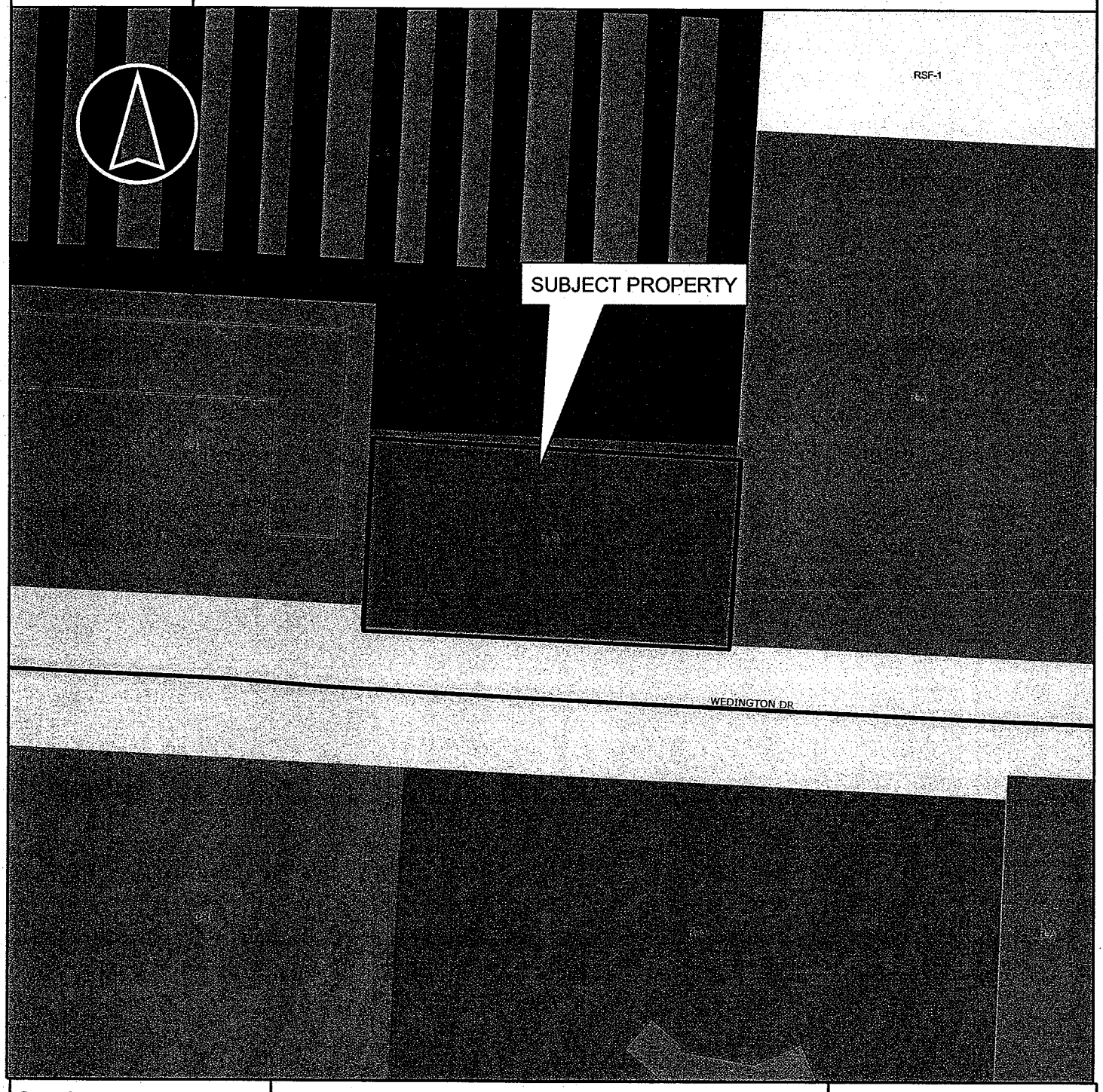
DRAFT


W CONGRESSIONAL ST
N RUPPLE RD
3.5 acres
Rezoned
1990
0.52 acres
Rezoned 2001
0.77 acres
Current Request
I-PZD
W WEDINGTON DR

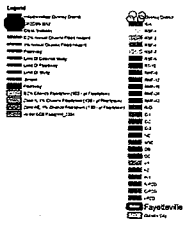
CPZD08-3062

Close Up View

WESTSIDE STORAGE



Overview

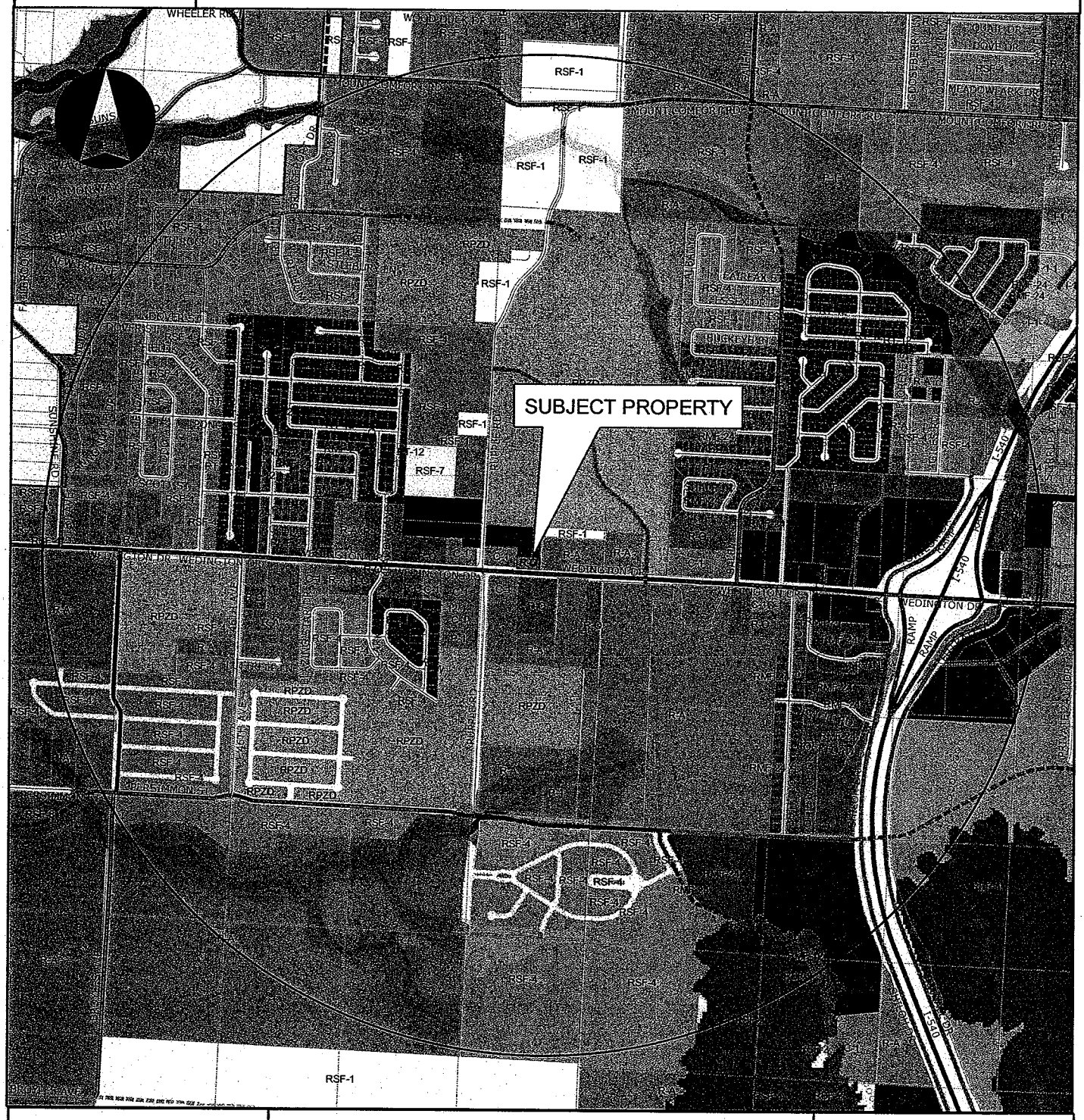


0 37.5 75 150 225 300 Feet

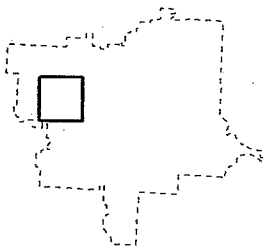
CPZD08-3062

One Mile View

WESTSIDE STORAGE



Overview



Legend

Subject Property

CPZD08-3062

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

B.3

Handed out at the City Council meeting 12-16-08

Owner Proposed Conditions of Approval Westside Storage - I-PZD:

Condition # 1.

Staff Recommended Condition-

1. Planning Commission determination of design standards. Staff generally finds in favor of the proposed building elevations as submitted. However, in an effort to present a building that serves as a screen for the remainder of the storage facility, staff recommends that a gable, hipped, other roof style, or varying parapet be utilized in place of the low slopping roofs often associated with storage facilities.

Discussion-

The roof line as proposed will serve as a suitable screen for the storage buildings further to the north. Additional parapets are not required to screen the existing buildings. The owner agrees that any mechanical equipment visible from Wedington Drive shall be screen.

Owner Requested Condition-

1. Planning Commission determination of design standards. Staff generally finds in favor of the proposed building elevations as submitted. The owner proposes to construct the roof line as shown on the submitted elevations and without additional gables, hipped roofs or parapets. The building as proposed will provide adequate screening of the existing buildings. The owner agrees to provide screening for any rooftop units constructed on the proposed building.

Condition # 2.

Staff Recommended Condition-

2. Right-of-way dedication in the amount of 48.5' feet from centerline along Wedington Drive shall be dedicated by warranty deed prior to building permit approval. If right-of-way for Rupple Road has not been obtained, the applicant shall dedicate 53.5' of right-of-way from centerline prior to building permit.

Discussion-

The only reason this project is being proposed is because the City needs the ROW along Rupple Road. If the City does not intend to acquire the Rupple Road ROW, then a building permit will not be obtained.

Owner Requested Condition-

2. Right-of-way dedication in the amount of 48.5' feet from centerline along Wedington Drive shall be dedicated by warranty deed prior to building permit approval.

Condition # 3.

Staff Recommended Condition-

3. The two existing driveways on Rupple Road shall be limited to exit only and shall be clearly marked with signage indicated such restriction. At the time of project development, all remaining parking spaces shall be removed adjacent to Rupple Road.

Discussion-

The owner is not prepared to limit both of the driveways on to Rupple Road to exit only. He is agreeable to making the north drive an Exit only with appropriate signs. However the south drive should remain as an entrance. There is adequate stacking distance for cars, pick-up trucks and bob-tail moving trucks, without compromising safety along Rupple Road.

It is our opinion that it is preferable that the south Rupple Road entrance be allowed to prevent traffic from north of this property from having to pass through the Rupple Road- Wedington Drive intersection and then turn left across Wedington Drive.

We do concur that Semi-tractor/ trailer vehicles and other vehicles pulling trailers shall be prohibited from using this entrance. Appropriate signs will be used to mark this entrance.

Owner Requested Condition-

3. The north existing driveway on Rupple Road shall be limited to exit only and shall be clearly marked with signage indicating such restriction. The south driveway on Rupple Road shall continue to function as a entrance and exit, but will be signed to prohibit vehicles with trailers.

Condition # 4.

Staff Recommended Condition-

4. Landscaping along Wedington Drive and Rupple Road shall be installed to meet the requirements of the Landscape Ordinance. A landscape plan will be reviewed at the time of development.

Discussion-

The owner is not constructing any improvements along the Rupple Road frontage. Additionally, the existing trees along Rupple will potential be damaged by the proposed construction. We do not agree to construct any additional landscaping at the Rupple Road Right-of-Way.

The owner agrees to landscape along Wedington Drive in accordance with the current landscape ordinance.

Owner Requested Condition-

4. Landscaping along Wedington Drive shall be installed to meet the requirements of the Landscape Ordinance. A landscape plan will be reviewed at the time of development. No additional landscaping shall be installed by the developer along Rupple Road.

Condition # 5.

Staff Recommended Condition-

5. Signage within the I-PZD zoning district shall be in accordance with the R-0 zoning district.

This is acceptable to the owner.

Condition # 6.

Staff Recommended Condition-

6. In addition to the requirement of the Bill of Assurance to preserve 60% of all existing trees with a caliper of 8" or more, the development shall also be required to comply with the Tree Preservation requirements as set forth in the Unified Development Code at the time of development, with a minimum of 25% canopy.

Discussion-

The owner made an agreement with the City during the original approval process regarding the tree preservation. Additionally this would not be an issue at this time if the City was not acquiring additional ROW along Rupple Road. The owner is bound by the original Bill of Assurance and believes that the City should also honor their side of the previous agreement, as well.

Owner Requested Condition-

6. The original requirement in accordance with the Bill of Assurance to preserve 60% of all existing trees with a caliper of 8" or more, shall continue and apply to this project. No additional preservation requirements shall apply.

Condition # 7.

Staff Recommended Condition-

7. Though this PZD is conceptual only, the Urban Forester has visited the property and assessed the condition of the existing trees. Many are in poor condition, and their removal is recommended with development. However, the Urban Forester is recommending that with the development plan submitted, the applicant shall evaluate reducing the building size and or placement to potentially protect threes #5, 8, and 13, in addition to those currently being planned for protection. Final recommendations will take place at the time of development review.

Discussion-

The Owner is not able to amortize the cost of the relocation without the proposed building area. The owner is agreeable to preserving tree # 13 if the existing grades will allow storm runoff and preservation of the tree to be accomplished. Trees # 5 and 8 can not be preserved without significant revisions to the design and will need to removed.

Owner Requested Condition-

7. Though this PZD is conceptual only, the Urban Forester has visited the property and assessed the condition of the existing trees. Many are in poor condition, and their removal is recommended with development. However, the Urban Forester is recommending that with the development plan submitted, the applicant shall evaluate protecting tree # 13 if grades and storm water drainage issues allow, in addition to those currently being planned for protection. Final recommendations will take place at the time of development review.

The following conditions are acceptable to the owner.

Staff Recommended Condition-

8. Large scale development approval shall be obtained within one year from the date of City Council approval of the Planned Zoning District and prior to the commencement of construction. A final certificate of occupancy shall be obtained within three years from the date of large scale development approval.

Staff Recommended Condition-

9. 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.

Staff Recommended Condition-

10. The following revisions shall be completed to the booklets /plats prior to re-submittal for City
Council consideration:
a. Provide the percentage of lot area covered by buildings and paved areas for the entire 5.05 acre site.
b. Booklet. Page 3 and 4. The permitted uses listed on Page 3 do not match those listed in the zoning comparison chart on Page 4. Remove Use Unit 8.

RECEIVED
OCT 01 2008
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

appian
CENTRE FOR DESIGN
LANDSCAPE ARCHITECTURE | PLANNING | CIVIL ENGINEERING

September 30, 2008

Jeremy Pate
Director of Current Planning
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

Re: Villas at Stonebridge - Appeal of Planning Commission denial

Mr. Pate:

On behalf of our client, we wish to appeal the September 22, 2008 City of Fayetteville Planning Commissions decision to deny R-PZD 06-2170. We request that this item be place on the December 02, 2008 City Council meeting.

Respectfully,

Todd Jacobs

Todd Jacobs
Director of Design
Appian Centre for Design
217 East Dickson Street, Suite 104
Fayetteville, Arkansas 72701
Office: 479-442-1444

Left on the second reading 12/16/08
Left on the first reading 12/2/08

City Council Meeting of December 02, 2008
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: November 13, 2008

Subject: Appeal for The Villas at Stonebridge Residential Planned Zoning District (R-PZD 06-2170)

RECOMMENDATION

Staff and the Planning Commission recommends denial of an ordinance to create a Residential Planned Zoning District for The Villas at Stonebridge (R-PZD 06-2170) as proposed in its current form. Staff finds the rezoning and land use proposal is inconsistent with the adopted goals and policies of City Plan 2025, due to the density, land use incompatibilities and relatively isolated development proposal in an area that is under-served by infrastructure to a level that is acceptable for neighborhoods at such a density.

If this ordinance is approved, the action would establish a unique zoning district for a multiple-use project with a maximum of 350 dwelling units (166 single family and 184 multi-family) and approximately 45,000 square feet of nonresidential space (live-work and clubhouse) on a 53.03-acre tract. The density proposed over the site is 6.60 units per acre. The Planning Commission voted to deny the application; the applicant has appealed the Planning Commission decision to the City Council in the time period required by ordinance.

BACKGROUND

The subject property contains approximately 53 acres located east of Dead Horse Mountain Road approximately 1/3 mile south of Goff Farm Road, and adjacent to Stonebridge Meadows Golf Course. Additional land on the golf course (approximately 4 acres) is being utilized for stormwater retention, but is not included in the PZD proposal. The site was annexed into the City of Fayetteville in April 2005, is primarily zoned R-A, and is currently undeveloped rural land. Zoning of the property was not pursued at the time of annexation. Property directly to the west and south is partially within the County, and consists of rural residential land owned by four separate property owners. Property to the east and north is under common ownership, and is utilized for the Stonebridge Meadows Golf Course, which was developed prior to its annexation into the City. While the golf course offers "greenspace" to users that golf, it is not considered public open space to be used for all citizens and multiple forms of recreation. To the far south, the property adjoins Falling Waters PZD, a 255-lot single family residential subdivision on 137 acres (density of 1.8 units per acre) approved in 2005, which incorporates tree preservation and hillside development best management practices.

The request is for rezoning, land use and partial development approval for a Master Development Plan of a Residential Planned Zoning District. Should the PZD be approved as proposed, it would result in immediate development approval of a preliminary plat with 91

single-family lots and several large lots for future development review. The remaining residential lots and multi-family buildings would require preliminary plat or large scale development approval in the future.

On September 22, 2008, the Planning Commission voted 3-4-0 on a motion to approve this request with Commissioners Cabe, Bryant, Anthes and Myres voting 'No', Commissioners Lack, Winston and Kennedy voting 'Yes', and Commissioners Trumbo and Graves absent. The motion to approve failed and the applicant has appealed this decision to the City Council. The main concerns with the project are centered on the location of the R-PZD at the edge of the City limits, without close access to improved roads or transporation corridors, the lack of support services to serve the residents of the development, and an overall lack of compatibility with surrounding rural properties.

DISCUSSION

This project is designed to be a Traditional Neighborhood Development (TND) including a variety of housing types and land uses positioned on small blocks with meaningful open spaces. While the development plan contains many design aspects interior to the project that are supported by the City's adopted City Plan 2025, the location of the development in context with the lack of urban services in this area and the impact this will have on the surrounding area is largely ignored. The project is at the edge of the City limits on property that is surrounded by large lot, agricultural land, some of which is still within the County. In addition, the site is not situated in a location such that infrastructure and connectivity could be sufficiently improved to manage the increase in daily vehicle trips generated by this development. Due to the lack of common support services currently available to residents in this area, it is likely that the residents will continue to be auto-dependent, thereby placing a greater burden on the surrounding unimproved streets and intersections. The closest commercial center, at Crossover and Mission, is approximately 4 miles to the north. The development proposed, even with a well-designed interior plan, thereby contributes to suburban sprawl, which is inconsistent with adopted city policy. Typical characteristics of sprawl that are evident in this project include:

- A "leap frog" development pattern, in which a more dense development occurs beyond other underdeveloped tracts closer in to the city, thereby creating burdens on the infrastructure in those gaps;
- Development that fails to locate in areas where existing public facilities are located, "beyond the edge of services and employment" and locating in an area that is poorly connected to other land uses in the immediate area. Development that is being proposed is not concurrent with needed infrastructure improvements, as City policy dictates; rather, we are seeing the project and anticipating for potential future relief;
- A primarily single-use project, residential, requires all residents to travel to work, obtain basic necessities and staples.
- The development pattern, which includes multiple-story, multi-family structures in direct adjacency to rural land uses, provides largely incompatible land uses and development patterns with the surrounding large, rural lots and agricultural lands.

Staff finds this rezoning proposal to be inconsistent with the City's adopted goals and policies, and the policy decision to rezone the area may lead to future issues in the area. Currently, staff finds the project is proposed too soon for this particular area and promotes a development pattern more like the density of downtown Fayetteville, without the schools,

commercial and community services and infrastructure to support it. In the larger picture, both the Planning Commission and applicant raised the policy question of how the City wants to develop, recognizing in this project good things relative to the plan design, but negative things relative to where a project this dense is located at the edge of the city.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-2170, VILLAS AT STONEBRIDGE, LOCATED SOUTH OF HIGHWAY 16 EAST AND EAST OF GOFF FARM ROAD; CONTAINING APPROXIMATELY 53.03 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 06-2170 Villas at Stonebridge 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 , 2008.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

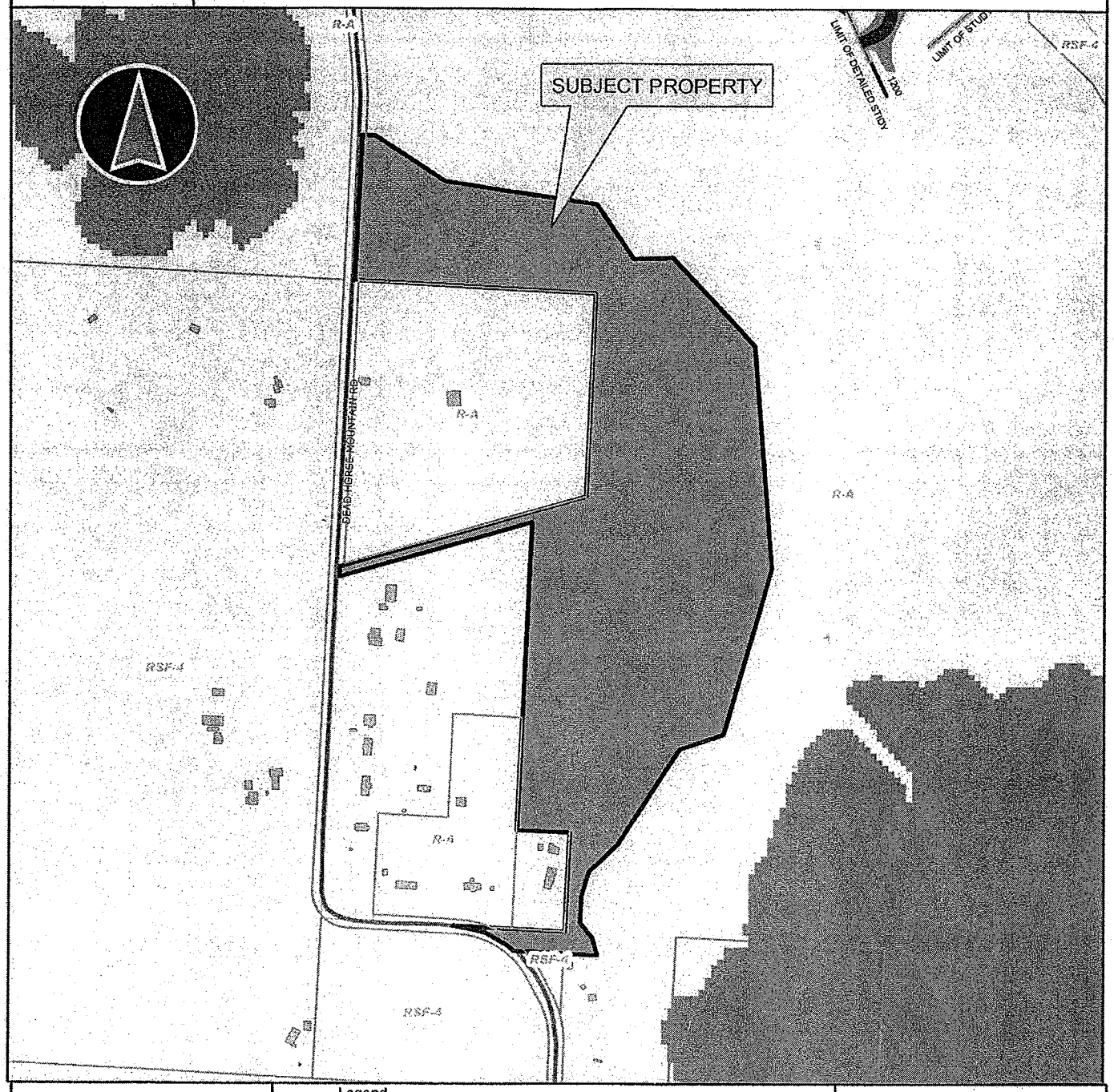
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT "A"

RPZD06-2170

Close Up View

VILLAS AT STONEBRIDGE



Overview

Legend

Overlay District
FLOODWAY
100 YEAR
500 YEAR
LIMIT OF STUDY
BaseLine Profile
Fayetteville
Outside City
RPZD06-2170
vector.GDB.Footprint_2004
Hillside-Hilltop Overlay District

0 225 450 900 1,350 1,800 Feet

EXHIBIT "B"
R-PZD 06-2170

A PART OF SECTION 24, AND A PART OF SECTION 25 ALL IN TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF NORTHEAST QUARTER OF SECTION 25 AND RUNNING THENCE N 87°01'16" W 987.33 FEET TO THE CENTERLINE OF DEAD HORSE MOUNTAIN ROAD; THENCE ALONG SAID CENTERLINE N 03°03'00" E 600.87 FEET; THENCE LEAVING SAID ROAD CENTERLINE S 87°01'16" E 52.27 FEET; THENCE S 56°35'20" E 339.81 FEET; THENCE S 81°27'33" E 631.08 FEET; THENCE S33°49'31" E 271.57 FEET; N 88°15'23" E 161.27 FEET; THENCE S 42°11'39" E 488.91 FEET; THENCE S 04°36'52" E 928.17 FEET; THENCE S 15°59'30" W 713.53 FEET; THENCE S 70°37'32" W 185.48 FEET; THENCE S 32°39'52" W 467.30 FEET; THENCE S 46°59'22" W 162.84 FEET; THENCE S 16°02'22" W 109.30 FEET; THENCE S02°33'46" W 105.25 FEET; THENCE S 38°49'44" E 79.65 FEET; THENCE S 16°12'04"E 74.82 FEET; THENCE N 86°55'06" W 339.76 FEET TO THE CENTERLINE OF DEAD HORSE MOUNTAIN ROAD; THENCE ALONG SAID ROAD CENTERLINE N 49°07'24" W 36.69 FEET; THENCE N 60°12'41" W 100.88 FEET; THENCE N 77°29'04" W 137.15 FEET; THENCE LEAVING SAID CENTERLINE S 86°55'06" E 456.61 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE N 02°33'46" E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 407.00 FEET; THENCE N 87°26'15" W 213.99 FEET; THENCE N 02°33'46" E 1276.27 FEET; THENCE S 73°50'46" W 819.41 FEET TO A POINT IN THE COUNTY ROAD; THENCE N02°33'46" E 42.23 FEET; THENCE N 73°50'46" E 1045.35 FEET; THENCE N02°33'46" E 843.38 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 53.03 ACRES MORE OR LESS. SUBJECT TO AND EASEMENTS AND OR RIGHT OF WAYS OF
RECORD

CONDITIONS OF APPROVAL:

R-PZD 06-2170

The Planning Commission and staff recommend the following conditions of approval associated with R-PZD 06-2170 (Villas at Stonebridge).

Conditions of Approval Adopted by the City Council:

Streets and Right-of-Way

1. **Planning Commission determination of street improvements.** Based on the condition of the immediate surrounding street system, the status of the intersection of Huntsville Road and Stonebridge Road and the impact of the amount of traffic generated by 45,000 square feet of non-residential space and 350 dwelling units from this project, staff recommends the following street improvements as being proportional to the development:
    a. Prior to final plat of Phase I, the applicant shall construct a traffic signal at the Stonebridge Road and Huntsville Road intersection to City standards. Should the AHTD not approve the traffic signal installation, staff recommends the applicant contribute an assessment in the amount of $125,000 for the full cost of the signal prior to recording a final plat for Phase I.
    b. Prior to final plat of Phase I, the applicant shall construct a 3-lane street section for Dead Horse Mountain Road along the project frontage, including pavement, curb and gutter, storm drainage, a 5' sidewalk and street lights at each intersection and with a maximum spacing of 300'.
    c. Prior to final plat of Phase III, the applicant shall overlay and widen Dead Horse Road from the north property line to the south property line (including the road frontage between), to a minimum width of 24' of pavement with shoulders, pursuant to City engineering criteria. *This results in a total of 143 lots constructed before improvements are made to Dead Horse Mountain Road.*
    d. The applicant shall contribute an assessment for the replacement of the Dead Horse Mountain Road bridge on a lot by lot basis, based on the most recent bridge cost estimate and the percentage of traffic to cross the bridge. The current estimated total for the entire development is $216,000.00. Fees for Phase I, due prior to recording of a final plat, equal $55,525 for 91 single family lots. Staff recommends that once the bridge is fully constructed (anticipated in 2009-2010) no further fees shall be contributed by this development. *To clarify staff's recommendation, based on the phasing plan presented, it is likely this development will not contribute any fees to the bridge replacement, based on current replacement schedules.*
    e. Prior to final plat of Phase I, if the Falling Waters entry road has not been constructed to provide access to this property, the developer of the Villas shall be responsible for securing all agreements, dedication of public right-of-way, and coordination to construct the public street entrance as approved with Falling Waters PZD to provide the necessary second point of ingress/egress.

2. Planning Commission determination of a waiver of minimum street design standards:

    a. The applicant requests a waiver to allow a 20' curb return radius (CRR) at all interior street intersections and alleys when City Code requires a 30' CRR for minor streets (UDC Section171.02(C)). *Engineering staff has reviewed this request and is in favor of the CRR waiver requests, finding that adverse impacts to traffic and pedestrian safety would not occur.*

CONDITIONS OF APPROVAL:

R-PZD 06-2170

b. The applicant requests a waiver to allow different street cross sections than required by the current Master Street Plan standard (UDC Section 166.06 (k)(10)(a) and 166.08(C)(14)). The applicant proposes the following:

1. (Street Sections 1, 2, 3, 6 and 7) Request to provide 7' of greenspace between the back of curb and sidewalk where 6' is required. *Staff does not support this request, finding that the additional 1' of greenspace does not significantly increase aesthetics, pedestrian safety, or area for tree growth, to a degree at which the City's street standards that were adopted in an effort to standardize street sections should be altered.*

ii. (Street Section 3 and 6) Request to allow an urban streetscape design with an 8' sidewalk on one side and a standard 5' sidewalk on the other side. *Staff supports the requested waiver based on the location adjacent to a dense multi-family development and single-family residences, respectively, with the condition that the greenspace along the single family section be reduced from 7 feet to 6 feet (see above) to provide for both sides of the street cross-section in compliance with its respective cross-section.*

iii. (Street Section 7) Request to allow alternative street section (two-ten foot travel lanes with on-street parking on both sides of street). *Staff supports the requested waiver, finding that the proposed street section provides additional parking for the multi-family units and clubhouse along this section of street. The street section combines aspects of several approved street sections, including standard travel lane, parking and sidewalk widths. As noted in the above variance request (i), staff is recommending that the greenspace be reduced to 6'.*

iv. (Street Section 5) Request to allow street cross section not permitted (one-lane blvd). *Staff supports the construction of a median in Street Section 5. The Fire Department has reviewed and approved the street design with the designated fire pull-off lanes, which is consistent with a cross-section staff proposed to the Planning Commission during review of the Master Street Plan amendments, but removed at the request of the Fire Department. Staff recommends in favor of the request, finding that the public welfare will not be negatively affected by the requested road section.*

v. (Street Section 1) Request to construct a 5' sidewalk on only one side of the street, south of the southern roundabout. Based on Page 15 of the plats, it appears that construction of a 5' sidewalk on both sides of the street is feasible and provides sufficient room for utility easements. Although, a waiver to allow the sidewalks adjacent to the back of curb appear to be necessary. *Staff recommends in favor of a waiver to allow sidewalk construction adjacent to the street as shown on the plats, but does not recommend in favor of allowing sidewalk construction on only one side of the street.*

3. Planning Commission determination of zoning criteria: building area. *In all of the residential planning areas, the applicant is proposing a high intensity of building area (the area on a lot occupied by buildings), much more intense than is permitted within any other residential districts*

CONDITIONS OF APPROVAL:

R-PZD 06-2170

within the City. These range, as proposed, from 65-95%, which leaves very little unoccupied greenspace. Staff recommends these buildable area maximum levels be reduced, finding the proposal to be inconsistent for the proposed development pattern, as follows:

a. Page 4. PA-1, Reduce maximum building area from 65% to 50%.
b. Page 5. PA-2, Reduce maximum building area from 70% to 60%.
c. Page 6. PA-3, Reduce maximum building area from 85% to 75%.
d. Page 7. PA-4, Reduce maximum building area from 95% to 75%.

4. Planning Commission determination of a waiver to allow Accessory Dwelling Units (ADU's) on lots with less than 5,000 sq. ft. of lot area. *Staff does not recommend in favor of this request, finding that the minimum lot size requirements were discussed at length with input provided from the public, Planning Commission and City Council, and at this time there are no reasons to deviate from the minimum adopted standards.*

5. Planning Commission determination of Planning Area 6. As previously proposed, PA-6 was designed to provide limited commercial services; however, since the previous review by the Planning Commission, this area has been removed and is proposed to remain as Residential Agricultural zoning district, but with an R-PZD designation. *Staff finds that if the project is approved, the ability to provide commercial services for area residents is appropriate and should be incorporated into the project. These services, once developed, could lead to decreased vehicle trips on the surrounding street system and provide employment opportunities for area residents. Staff recommends that the limited commercial uses be incorporated into Planning Area 6 as previously reviewed.*

6. All private drives and alleys and any sidewalks outside the right-of-way shall be included in a shared access easement. This access easement shall be included on the easement plat and/or final plat prior to recordation.

7. Right-of-way dedication. 42.5' from centerline along Dead Horse Mountain Road shall be dedicated with Phase I of the project; variable right-of-way dedication along the internal streets as depicted on the site plan by easement and/or final plat; private alleys and streets shall be located within an access easement, owned and maintained by the property owner's association, and dedicated by easement and/or final plat, as applicable.

8. A minimum of 20' clear of any structure (fence, building, wall, etc.) shall be provided along all alleys utilizing residential trash service to provided adequate room for a trash truck and arm to pick up residential trash carts.

9. Signs indicating future street extension shall be installed at all street stub-outs prior to recording a final plat for the subject phase.

10. Construction of nonresidential facilities. The developer shall guarantee to the City completion of nonresidential facilities (Club House) in the amount no less than 150% of the estimate cost of said facilities, pursuant to the Unified Development Code PZD requirements. Said guarantee shall be provided to the City prior to final plat approval of Phase I.

CONDITIONS OF APPROVAL:

R-PZD 06-2170

General

11. 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.

12. A final plat shall be required to subdivide the property, with Phase I of the project. A preliminary and final plat approval is required prior to development of any additional single family portions of this project. A large scale development is required for any nonresidential and/or multi-family development. Development shall be subject to the regulations in place at the time of review and approval, including grading, drainage, tree preservation, landscaping, residential design standards, etc., unless varied herein.

13. Buildings shall be constructed to be consistent with the concepts depicted in the building elevations in the PZD booklet. All buildings shall be designed and constructed to front onto public rights-of-way. All non-residential buildings or mixed use buildings shall adhere to Commercial Design Standards. All multi-family buildings shall adhere to Urban Residential Design Standards.

14. Signs shall be permitted in accordance with those standards outlined within the project booklet for each Planning Area.

15. The owner of the adjacent land, which contains several of the detention facilities, may be required to sign the final plat for each phase of the development. Additionally documentation may be requested by staff to ensure full compliance with all applicable regulations, for Phase I and future phases that direct stormwater to the off-site retention ponds.

16. The storm sewer discharge point at Lots 65 and 66 shall be evaluated at the time of construction submittal. Off-site drainage improvements may be required.

17. Any nonresidential uses in Planning Area 5 shall be contained within the club house building and not constructed as stand alone businesses.

Phasing

18. This project is required to obtain all construction and building permits and complete construction of each phase in accordance with the phasing table listed below. A one-year extension may be approved by the Planning Commission for each phase, subject to the criteria in UDC Chapter 166 for extensions.

Phase No.	All Permits obtained (years) from CC approval	Timeframe for Construction (years)
Phase 1:	2-year to obtain all required permits	3-years from issuance of permit to complete phase*
Phase 2:	3-year to obtain all required permits	4-years from issuance of permit to complete phase
Phase 3:	4-year to obtain all required permits	5-years from issuance of permit to complete phase
Phase 4:	5-year to obtain all required permits	6-years from issuance of permit to complete phase
Phase 5:	6-year to obtain all required permits	7-years from issuance of permit to complete phase

** Single family lots are required to obtain final plat approval by the completion dates; all single family homes are not required to be actually constructed.*

CONDITIONS OF APPROVAL:

R-PZD 06-2170

Parks/Trails:

19. The applicant shall contribute money in-lieu for Phase I and provide a deed for the two-acre park prior to filing the final plat for Phase I. All other fees shall be due prior to final plat approval for single-family lots and prior to building permit issuance for other units.

20. Grading for St. Paul Trail within the abandoned railroad corridor shall be completed by the developer to accommodate the 12' trail, including all drainage structures situated to allow for construction. This land shall be dedicated as a public access easement with Phase III (or sooner) of the development.

21. A future trail corridor is also planned through lot 196 adjacent to the golf course. This will allow St. Paul trail to extend through the golf course to meet Eagle Park. The trail will be on-street through the development. The entirety of lot 196 shall be within a public access easement, dedicated at the time of final plat of phase I.

Landscape and Tree Preservation Plan Conditions

22. Mitigation will be required on the site. The applicant shall mitigate for the removal of 35,283 SF of tree canopy in Phase I with on-site mitigation to consist of a minimum of (122) 2-inch caliper trees. If all trees cannot be planted on-site, the balance shall be contributed into the Tree Fund, as determined by the Urban Forester. Mitigation trees cannot be located within utility easements or street ROW. Please submit a tree mitigation form for approval.

23. All mitigation trees must be planted prior to the issuance of a final certificate of occupancy. These trees cannot be located within any utility easement or street ROW. A 3-year bond, letter of credit, or check in the amount of $30,500 shall be deposited with the City of Fayetteville before issuance of a certificate of occupancy. All mitigation trees shall be located on a site owned by the applicant.

24. Each lot not reviewed for development approval at this time will be evaluated at the time of development. A minimum canopy cover of at least 25% will be required for the PZD zoning. Additionally, all applicable landscape requirements shall be met at the time of future development for each lot.

25. Before construction plan approval, the landscape plan must be stamped by a licensed landscape architect with the state of Arkansas.

26. Under 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.

27. Street trees are required to be planted every 30', except for single-family lots where one tree is required per lot.

28. Prior to signing the final plat, a written description of the method(s) and time frame the project will utilize to track development of each single-family lot to ensure the required trees are planted and their longevity of health assured, shall be submitted.

CONDITIONS OF APPROVAL:

R-PZD 06-2170

Plat and Booklet Revisions

29. The following revisions shall be completed prior to staff forwarding this item:
    a. Page 2. All phases of the development that will be constructed as large scale development should have two time frames; one to obtain construction permits and one to receive final inspection approval. If a phase contains both types of construction, then there should be a time frame to obtain permits, a time frame to obtain final plat approval and a time frame to obtain final inspection approval. Change each phasing statement to read as follows:
        i. Phase IV: All permits necessary to complete construction shall be obtained within "x" years from the date of City Council approval of the Planned Zoning District. Final inspection shall be obtained within "x" years from the date of City Council approval of the PZD.
        ii. Phase V: All permits necessary to complete construction shall be obtained within "x" years from the date of City Council approval of the Planned Zoning District. Final inspection shall be obtained within "x" years from the date of City Council approval of the PZD.

Standard Conditions of Approval

30. 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).

31. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Elevations shall be submitted to Planning staff for review and approval prior to building permit.

32. All mechanical and utility equipment located on the wall and/or on the ground shall be screened. All roof-mounted utilities and mechanical equipment shall be screened by incorporating screening into the structure utilizing materials compatible with the supporting buildings. Mechanical and utility equipment over 30 inches in height shall meet building setbacks. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. Add this note to the site plan and all construction documents.

33. 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.

34. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.

35. Impact fees for police, fire, water, and sewer shall be paid in accordance with City Ordinance.

36. 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

CONDITIONS OF APPROVAL:

R-PZD 06-2170

Staff prior to building permit. Only single-family and two-family structures are exempt from the lighting ordinance. Street lights, townhouses, condominiums, live/work units are subject to compliance with the lighting ordinance.

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

appian
CENTRE FOR DESIGN
LANDSCAPE ARCHITECTURE | PLANNING | CIVIL ENGINEERING

September 30, 2008

Jeremy Pate
Director of Current Planning
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

Re: Villas at Stonebridge - Appeal of Planning Commission denial

Mr. Pate:

On behalf of our client, we wish to appeal the September 22, 2008 City of Fayetteville Planning Commissions decision to deny R-PZD 06-2170. We request that this item be place on the December 02, 2008 City Council meeting.

Respectfully,

Todd Jacobs

Todd Jacobs
Director of Design
Appian Centre for Design
217 East Dickson Street, Suite 104
Fayetteville, Arkansas 72701
Office: 479-442-1444

Fayetteville
ARKANSAS

Planning Commission Meeting
September 22, 2008

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:	~~September 12, 2008~~ *Updated October 3, 2008* **(DENIED)**

R-PZD 06-2170: Planned Zoning District (VILLAS AT STONEBRIDGE, 645/646): Submitted by APPIAN CENTRE FOR DESIGN for property located S OF HWY. 16E AND E OF GOFF FARM ROAD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 53.03 acres. The request is for zoning, land use and preliminary plat approval for a Residential Planned Zoning District with a maximum of 350 dwelling units and 45,000 s.f. of non-residential space all with associated parking. Phase I development approval consists of 91 single family lots.
Planner: Jesse Fulcher

BACKGROUND:

Property Description and History: The subject property consists of approximately 53.03 acres located east of Dead Horse Mountain Road, and adjacent to Stonebridge Meadows Golf Course. Additional land on the golf course (approximately 4 acres) is being utilized for stormwater retention, but is not included in the PZD proposal. The site was annexed into the City of Fayetteville in April 2005, is primarily zoned R-A, and is currently undeveloped rural land. Zoning of the property was not pursued at the time of annexation. Property directly to the west and south is partially within the County, and consists of rural residential land owned by four separate property owners. Property to the east and north is under common ownership, and is utilized for the Stonebridge Meadows Golf Course, which was developed prior to its annexation into the City. To the far south, the property adjoins Falling Waters PZD, a 255-lot single family residential subdivision on 137 acres (density of 1.8 units per acre) approved in 2005, which incorporates tree preservation and hillside development best management practices. The surrounding zoning and land uses are listed in *Table 1.*

Table 1
Surrounding Land Use/Zoning

Direction from Site	Land Use	Zoning
North	Residential/Agricultural/Golf course	R-A
South	Residential/Agricultural	R-PZD – Falling Waters
East	Golf course	R-A
West	Residential/Agricultural	R-A, County

Proposal and Project Description: The request is for rezoning and partial development approval for a Master Development Plan of a Residential Planned Zoning District with a maximum of 350

attached and detached dwellings as well as 45,000 square feet of non-residential/commercial space. The proposed density overall is approximately 6.60 dwelling units per acre (see each Planning Area in table below). Should the PZD be approved as proposed, it would result in immediate development approval of a preliminary plat with 91 single-family lots and several large lots for future development review. The remaining residential lots and multi-family buildings would require preliminary plat or large scale development approval in the future.

Changes to Master Development Plan: Since the project was reviewed by the Planning Commission on April 28, 2008, several changes have been made to the plans. These changes include: 1) reducing the number of single-family units from 175 to 166; 2) increasing the number of multi-family units from 179 to 384; 3) relocating the townhouse units from the western property to the interior of the development, resulting in the west property line being developed with single-family units; 4) removing the commercial uses from Planning Area 6; and 5) increasing the side setbacks between detached units from 0' to 4'.

Master Development Plan: The proposed uses planned for the site are listed in *Table 2.*

Table 2
Villas at Stonebridge PZD 06-2170
Land Use Summary

USE	PLANNING AREA	DENSITY (UNITS/ ACRE)	DWELL -ING UNITS	NON-RESIDENTIAL INTENSITY (SQ.FT./ACRE)	NON-RESIDENTIAL SQUARE FEET	ACRES	% OF SITE
Single-Family	PA-1/PA-2	6.47	166	N/A	N/A	25.64	48.35%
Multi-Family	PA-3	11.20	70	2,400	15,000	6.25	11.79%
Multi-Family	PA-4	16.54	114	2,177	15,000	6.89	12.99%
Club House	PA-5	N/A	N/A	8,108	15,000	1.85	3.49%
Greenspace	PA-6	N/A	N/A	N/A	N/A	8.94	16.86%
R-A	PA-7	0.5	N/A	N/A	N/A	3.46	6.52%
TOTAL		**6.60**	**350**	**848**	**45,000**	**53.03**	100%

Parks and Recreation Advisory Board (PRAB): The Parks and Recreation Advisory Board reviewed this project on September 8, 2008 and made a recommendation of accepting a combination of parkland and money in-lieu of land. A deed for a 2-acre park and the remaining fees are required prior to signing the final plat.

Solid Waste Service: The multi-family, mixed use and non-residential portions of this development will require dumpsters and/or compactors. Locations shall be reviewed at the time of large scale development. Detached, single-family residences will be serviced by standard residential trash pick-up.

Phasing: Six phases are planned for Villas at Stonebridge over the next several years, as listed below. Development approval with the first phase includes the primary street connecting to Dead

Horse Mountain Road in two locations, the two off-site detention ponds and 91 single family lots, along with several larger lots that will require future development review and approval. The zoning action, however, gives all zoning entitlement rights with this PZD request. All permits required for development within these phases are required to be obtained and constructed within the specified timeframe. Extensions for each phase as permitted by Chapter 166.20 and subject to Planning Commission approval are available.

Phase No.	Timeframe for Permits (years) from CC approval	Timeframe for Construction (years)
Phase 1:	1-year to obtain all required permits	3-years from issuance of permit to complete phase*
Phase 2:	2-year to obtain all required permits	4-years from issuance of permit to complete phase
Phase 3:	4-year to obtain all required permits	5-years from issuance of permit to complete phase
Phase 4:	5-year to obtain all required permits	6-years from issuance of permit to complete phase
Phase 5:	6-year to obtain all required permits	7-years from issuance of permit to complete phase

** Single family lots are required to obtain final plat approval by the completion dates; all single family homes are not required to be actually constructed.*

Water & Sewer: Sanitary sewer and water is available to the site. There are both water and sewer improvements being made as part of the Southeast Fayetteville Regional Water and Sewer Improvements project that will bring an additional capacity under the White River to provide adequate service in this area. This extension was a private agreement, between developers, to serve anticipated demands for future development in the area, and was neither participated in nor required by the City. Water and sewer lines shall be extended to serve the development, if it is approved.

Adjacent Master Street Plan Streets: Dead Horse Mountain Road, a Minor Arterial street.

Right-of-way Dedication: 42.5' from centerline along Dead Horse Mountain Road is required; variable right-of-way dedication for the internal streets as depicted on the site plan; private drives would be within an access easement owned and maintained by the property owner's association.

Access and Connectivity: Access to this site is limited to Dead Horse Mountain Road, a road annexed into the City from the County in 2005. Dead Horse Mountain Road is currently an unimproved, primarily chip and seal, 2-lane road that intersects Black Oak Road to the south (also an unimproved 2-lane road) and Huntsville Road to the north. Two points of access into the site are required to meet Fire Codes; these are provided at the north end of the site with a direct connection to Dead Horse Mountain Rd and provided at the south end through an approved street that is planned to be constructed as part of the Falling Waters R-PZD. The applicant has indicated a meeting has taken place with the property owner to the south, and the developer of the Villas will construct this street, with a private cost share agreement between the two parties to follow in the future. The development has a number of well-connected interior streets and alleys, utilizing a variety of street cross-sections to calm traffic and encourage pedestrian comfort and activity throughout the development. There are three (3) proposed stub-outs to undeveloped property to the west and the availability of adjacent right-of-way to connect into along the southwest portion of the site; however, the applicant has not proposed any stub-outs to the north or east due to the location of the golf course.

Street Improvements: This project lies within two established off-site street improvement areas established in 2005 that the Planning Commission utilizes when reviewing projects and their associated impact. The two areas are the Dead Horse Mountain Road Bridge Assessment Area and the Stonebridge Road/Huntsville Road Traffic Signal Assessment Area. Both of these improvements

have been deemed critical in the area to support growth at any density. These assessments areas originated out of Planning Commission and City Council discussion of projected development when the subject property and the Hall property were annexed in 2005.

The proposed addition from Villas at Stonebridge of approximately 45,000 SF of non-residential space and 350 dwelling units will have a significant impact on surrounding infrastructure, all of which is substandard. Dead Horse Mountain Road is the only street access to the property, and 100% of the traffic from the development will have to travel upon it. Black Oak Road to the south (also an unimproved 2-lane county road) and Huntsville Road to the north are the two roads to which Dead Horse Mountain Road lead. Dead Horse Mountain Road Bridge, which is located between the subject property and Huntsville Road, is slated to be reconstructed in its current location as it is in poor condition. Based on the applicant's submitted traffic study from 2006, which accounted for 326 residential units and no commercial space, approximately 2,500 vehicles trips per day are projected. An updated traffic study was requested for the new project proposal, but was not provided. Based on the original traffic study and the traffic engineer's supplemental letter dated April 2, 2008, the study confirms that the traffic signal at Huntsville Road and Dead Horse Mountain Road will be warranted with the development of only 14 more residential units based on the applicant's submittal information. The traffic engineer recommends that a traffic signal be installed coincident with the development of the first phase of this development. Based on the projected impact of the subject development, staff has consistently recommended the following improvements, should this rezoning be approved:

- Construction of or a full assessment for a traffic signal at Stonebridge and Huntsville Roads in the amount of $125,000 prior to filing of a final plat for phase I of the development;
- Construct a 3-lane street section for Dead Horse Mountain Road along the project frontage as proposed by the applicant, including pavement, curb and gutter, storm drainage, a 5' sidewalk and street lights at each intersection and with a maximum spacing of 300';
- Overlay and widen Dead Horse Road from the north property line to the south property line, to include 24' of pavement with appropriate shoulders;
- Proportionate share of an assessment for the replacement of the bridge, based on the same calculation utilized with previous development in the area. Staff is recommending these particular fees be paid on a lot by lot basis, based on the most recent bridge cost estimate and the percentage of traffic to cross the bridge, and the fact that the development itself does not attribute to the immediate replacement of the bridge as recommended in the traffic study. The current estimated total for this development, based on the applicant's previous proposals and traffic breakdown, is $216,000.00. Phase I of the development proposes 91 dwelling units, which would require an assessment in the amount of $55,525.00 ($216,000/354(91)). Staff recommends that once the bridge is fully constructed, no further fees shall be contributed.

The applicant does not agree with staff's recommendation for street improvements. On four separate occasions, proposals have been submitted to staff for review, all based on the same general net traffic generation from the 2006 traffic study. The first through third submittals assumed 40% of all traffic from the development would travel south on Dead Horse Mountain Road, while 60% would travel north, towards Huntsville. The applicant proposed a contribution of $22,500.00 for the traffic signal assessment and $216,000.00 for the bridge assessment, for a total of $238,500.00, based on a detailed break-out of the percent of traffic anticipated to utilize these areas. These same numbers were presented for review in October 2006, November 2006 and December 2007. A proposal provided in

March 2008, proposed a contribution of $75,000.00 for the traffic signal assessment and $100,000.00 towards improvements to Dead Horse Mountain Road, with no funds proposed towards the replacement of the bridge. The most recent proposal is to pay $75,000 towards the future traffic signal, $100,000 for Dead Horse Mountain Road improvements and $216,000.00 towards replacement of the bridge (see Page 15 of the project booklet). As staff has noted in condition of approval #1, based on the phasing plan presented, it is likely this development will not contribute any fees to the bridge replacement, based on current replacement schedules. No rationale or traffic generation numbers have been provided by the applicant, however, to substantiate the proposed contributions.

The applicants have stated in their application that the full burden of a traffic signal should not be borne by one development, given the substantial growth in the general vicinity of the signal. Rather, they are proposing a contribution for a portion of the traffic signal cost. The applicants have proposed a contribution for street improvements to Dead Horse Mountain Road due to the fact that the recommended overlay and widening could be removed with future street improvements provided by further development along Dead Horse Mountain Road. The applicants state the $100,000 could be used in combination with other funds for the full improvement of this street. Staff's concerns, however, lie with the traffic generated by this development, which will lead to a level of service "F" at the Stonebridge/Huntsville Road intersection, and with only one road to travel to and from the development, Dead Horse Mountain Road, this sub-standard road will take the full burden of traffic from this development. Staff finds improvements are warranted as recommended.

Public Comment/Review Process:
The subject proposal was originally submitted to the City Planning Department on July 06, 2006 with comments provided to the applicant at the Technical Plat Review meeting on July 19, 2006. The applicant requested that the item be tabled on July 18, 2006. The project was again submitted on November 02, 2006 with comments provided to the applicant at the Technical Plat Review meeting on November 15, 2006. Staff recommended that the request be reviewed again at the Technical Plat meeting, due to the fact the submittal plans did not meet the PZD requirements. The plans were not submitted again for review until December 20, 2007 with comments provided to the applicant at the Technical Plat Review meeting on January 2, 2008. Staff again recommended that the request be reviewed at the Technical Plat meeting based on the comments received. Revisions were submitted on January 17, 2008 with comments provided to the applicant at the Technical Plat Review meeting on January 30, 2008. Revisions were submitted on March 26, 2008 for the April 03, 2008 Subdivision Committee meeting. Staff has noted issues of concern regarding the compatibility, concurrency of infrastructure and the rezoning of this site as proposed at each meeting.

The Subdivision Committee reviewed the project on April 03, 2008 and forwarded the request to the full Planning Commission with no recommendation. The primary points of discussion during the meeting were the location and density of the development, and staff's recommended street improvements. The Subdivision Committee asked staff to evaluate a manner in which the costs for street improvements could be phased throughout the development of the project, but in general, found in favor of staff's recommended street improvements.

The Planning Commission reviewed the project on April 28, 2008 and after discussing the location and density of the project, the applicant requested that the item be tabled. Revisions were submitted on July 21, 2008 for the July 28, 2008 Planning Commission meeting; however, the project was tabled by the applicant with no discussion occurring at the meeting.

Several notification forms that were mailed to the surrounding property owners have been returned to the Planning Office, with one response citing concerns with traffic congestion, street infrastructure and urban sprawl. An adjacent property owner stated at the Subdivision Committee meeting that he was concerned with the amount of development in the area and the lack of infrastructure. Additionally, he was concerned with the existing condition of Dead Horse Mountain Bridge. A citizen stated at the Planning Commission meeting that the project was not in keeping with the goals of City Plan 2025 and that the project was urban sprawl.

Tree Preservation:	Existing Canopy 57 acres:	5.24% (includes off-site disturbed areas)
	Existing Canopy 53 acres:	4.26%
	Preserved Canopy:	2.84%
	Required Canopy:	4.26% - Mitigation required.

*All large lots not approved for development with this PZD shall be required to submit tree preservation plans for review and approval at the time of development, with a minimum 25% canopy.

City Plan 2025: This project is designed to be a Traditional Neighborhood Development (TND) including a variety of housing types and land uses positioned on small blocks with meaningful open spaces. While the development proposes many design aspects interior to the project that are supported by the City's adopted Future Land Use Plan, the location of the development is at the edge of the City limits on property that is surrounded by large lot, agricultural land, some of which is still within the County. Due to the lack of support services currently available to residents in this area, even potentially after development of the live/work units, it is likely that the residents will continue to be auto-dependent, thereby placing a greater burden on the surrounding unimproved streets. The closest commercial center, at Crossover and Mission, is approximately 4 miles to the north. The development pattern, thus, encourages suburban sprawl, in that it is "a spreading of urban development into areas adjoining the edge of a city…over rural land." Ultimately, this development pattern has consistently been supported by staff in areas closer to the basic goods and services, schools, improved streets and other components of a neighborhood that support the City Council's adopted policies.

City Plan 2025 Future Land Use Designation:
Residential Neighborhood Area: These areas encourage traditional neighborhood development that incorporates low-intensity nonresidential uses. Staff is concerned that this development, while attempting to meet this goal, is being located in an area that severely lacks infrastructure and services at a sufficient level to serve the future residents. The project proposed is at a density that is more consistent with that of downtown Fayetteville, with infrastructure consistent with large-lot rural areas. There are no nearby services that can serve the planned neighborhood, thus requiring a greater number of residents to drive on area roads for common, daily needs. Furthermore, staff finds the development pattern, which includes multiple-story, multi-family structures, to be completely incompatible with the surrounding large, rural lots and agricultural lands. While the general concept of the development and design is favorable, it would be supported by staff in a relative proximity to City services and adequate infrastructure. A primary guiding policy of Residential Neighborhood Areas is to "Site new residential areas accessible to roadways, alternative transportation modes, community amenities, schools, infrastructure, and retail and commercial goods and services." Staff finds this rezoning proposal to be inconsistent with this adopted goal, and the policy decision to rezone the area may lead to future issues. Currently, staff finds the project is proposed too soon for this particular area and promotes a development pattern more like the density of downtown

Fayetteville, without the schools, commercial and community services and infrastructure to support it.

Recommendation: Staff recommends denial of **R-PZD 06-2170 Villas at Stonebridge**, based on the above stated concerns and the findings within this report.

Should the Planning Commission or City Council disagree with the findings herein and determine the rezoning request is appropriate, compatible and meets the City's approval criteria for Planned Zoning Districts, the Future Land Use Plan, and the required findings for a rezoning request, staff recommends the following conditions be incorporated:

Conditions of Approval:

Streets and Right-of-Way

1. **Planning Commission determination of street improvements.** Based on the condition of the immediate surrounding street system, the status of the intersection of Huntsville Road and Stonebridge Road and the impact of the amount of traffic generated by 45,000 square feet of non-residential space and 350 dwelling units from this project, staff recommends the following street improvements as being proportional to the development:
    a. Prior to final plat of Phase I, the applicant shall construct a traffic signal at the Stonebridge Road and Huntsville Road intersection to City standards. Should the AHTD not approve the traffic signal installation, staff recommends the applicant contribute an assessment in the amount of $125,000 for the full cost of the signal prior to recording a final plat for Phase I.
    b. Prior to final plat of Phase I, the applicant shall construct a 3-lane street section for Dead Horse Mountain Road along the project frontage, including pavement, curb and gutter, storm drainage, a 5' sidewalk and street lights at each intersection and with a maximum spacing of 300'.
    c. Prior to final plat of Phase III, the applicant shall overlay and widen Dead Horse Road from the north property line to the south property line (including the road frontage between), to a minimum width of 24' of pavement with shoulders, pursuant to City engineering criteria. *This results in a total of 143 lots constructed before improvements are made to Dead Horse Mountain Road.*
    d. The applicant shall contribute an assessment for the replacement of the Dead Horse Mountain Road bridge on a lot by lot basis, based on the most recent bridge cost estimate and the percentage of traffic to cross the bridge. The current estimated total for the entire development is $216,000.00. Fees for Phase I, due prior to recording of a final plat, equal $55,525 for 91 single family lots. Staff recommends that once the bridge is fully constructed (anticipated in 2009-2010) no further fees shall be contributed by this development. *To clarify staff's recommendation, based on the phasing plan presented, it is likely this development will not contribute any fees to the bridge replacement, based on current replacement schedules.*
    e. Prior to final plat of Phase I, if the Falling Waters entry road has not been constructed to provide access to this property, the developer of the Villas shall be responsible for securing all agreements, dedication of public right-of-way, and coordination to construct the public street entrance as approved with Falling Waters PZD to provide the necessary second point of ingress/egress.

2. Planning Commission determination of a waiver of minimum street design standards:

   a. The applicant requests a waiver to allow a 20' curb return radius (CRR) at all interior street intersections and alleys when City Code requires a 30' CRR for minor streets (UDC Section171.02(C)). *Engineering staff has reviewed this request and is in favor of the CRR waiver requests, finding that adverse impacts to traffic and pedestrian safety would not occur.*

   b. The applicant requests a waiver to allow different street cross sections than required by the current Master Street Plan standard (UDC Section 166.06 (k)(10)(a) and 166.08(C)(14)). The applicant proposes the following:

      i. (Street Sections 1, 2, 3, 6 and 7) Request to provide 7' of greenspace between the back of curb and sidewalk where 6' is required. *Staff does not support this request, finding that the additional 1' of greenspace does not significantly increase aesthetics, pedestrian safety, or area for tree growth, to a degree at which the City's street standards that were adopted in an effort to standardize street sections should be altered.*

      ii. (Street Section 3 and 6) Request to allow an urban streetscape design with an 8' sidewalk on one side and a standard 5' sidewalk on the other side. *Staff supports the requested waiver based on the location adjacent to a dense multi-family development and single-family residences, respectively, with the condition that the greenspace along the single family section be reduced from 7 feet to 6 feet (see above) to provide for both sides of the street cross-section in compliance with its respective cross-section.*

      iii. (Street Section 7) Request to allow alternative street section (two-ten foot travel lanes with on-street parking on both sides of street). *Staff supports the requested waiver, finding that the proposed street section provides additional parking for the multi-family units and clubhouse along this section of street. The street section combines aspects of several approved street sections, including standard travel lane, parking and sidewalk widths. As noted in the above variance request (i), staff is recommending that the greenspace be reduced to 6'.*

      iv. (Street Section 5) Request to allow street cross section not permitted (one-lane blvd). *Staff supports the construction of a median in Street Section 5. The Fire Department has reviewed and approved the street design with the designated fire pull-off lanes, which is consistent with a cross-section staff proposed to the Planning Commission during review of the Master Street Plan amendments, but removed at the request of the Fire Department. Staff recommends in favor of the request, finding that the public welfare will not be negatively affected by the requested road section.*

      v. (Street Section 1) Request to construct a 5' sidewalk on only one side of the street, south of the southern roundabout. Based on Page 15 of the plats, it appears that construction of a 5' sidewalk on both sides of the street is

feasible and provides sufficient room for utility easements. Although, a waiver to allow the sidewalks adjacent to the back of curb appear to be necessary. *Staff recommends in favor of a waiver to allow sidewalk construction adjacent to the street as shown on the plats, but does not recommend in favor of allowing sidewalk construction on only one side of the street.*

3. Planning Commission determination of zoning criteria: building area. *In all of the residential planning areas, the applicant is proposing a high intensity of building area (the area on a lot occupied by buildings), much more intense than is permitted within any other residential districts within the City. These range, as proposed, from 65-95%, which leaves very little unoccupied greenspace. Staff recommends these buildable area maximum levels be reduced, finding the proposal to be inconsistent for the proposed development pattern, as follows:*
   a. Page 4. PA-1, Reduce maximum building area from 65% to 50%.
   b. Page 5. PA-2, Reduce maximum building area from 70% to 60%.
   c. Page 6. PA-3, Reduce maximum building area from 85% to 75%.
   d. Page 7. PA-4, Reduce maximum building area from 95% to 75%.

4. Planning Commission determination of a waiver to allow Accessory Dwelling Units (ADU's) on lots with less than 5,000 sq. ft. of lot area. *Staff does not recommend in favor of this request, finding that the minimum lot size requirements were discussed at length with input provided from the public, Planning Commission and City Council, and at this time there are no reasons to deviate from the minimum adopted standards.*

5. Planning Commission determination of Planning Area 6. As previously proposed, PA-6 was designed to provide limited commercial services; however, since the previous review by the Planning Commission, this area has been removed and is proposed to remain as Residential Agricultural zoning district, but with an R-PZD designation. *Staff finds that if the project is approved, the ability to provide commercial services for area residents is appropriate and should be incorporated into the project. These services, once developed, could lead to decreased vehicle trips on the surrounding street system and provide employment opportunities for area residents. Staff recommends that the limited commercial uses be incorporated into Planning Area 6 as previously reviewed.*

6. All private drives and alleys and any sidewalks outside the right-of-way shall be included in a shared access easement. This access easement shall be included on the easement plat and/or final plat prior to recordation.

7. Right-of-way dedication. 42.5' from centerline along Dead Horse Mountain Road shall be dedicated with Phase I of the project; variable right-of-way dedication along the internal streets as depicted on the site plan by easement and/or final plat; private alleys and streets shall be located within an access easement, owned and maintained by the property owner's association, and dedicated by easement and/or final plat, as applicable.

8. A minimum of 20' clear of any structure (fence, building, wall, etc.) shall be provided along all alleys utilizing residential trash service to provided adequate room for a trash truck and arm to pick up residential trash carts.

9. Signs indicating future street extension shall be installed at all street stub-outs prior to recording a final plat for the subject phase.

10. Construction of nonresidential facilities. The developer shall guarantee to the City completion of nonresidential facilities (Club House) in the amount no less than 150% of the estimate cost of said facilities, pursuant to the Unified Development Code PZD requirements. Said guarantee shall be provided to the City prior to final plat approval of Phase I.

General

11. 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.

12. A final plat shall be required to subdivide the property, with Phase I of the project. A preliminary and final plat approval is required prior to development of any additional single family portions of this project. A large scale development is required for any nonresidential and/or multi-family development. Development shall be subject to the regulations in place at the time of review and approval, including grading, drainage, tree preservation, landscaping, residential design standards, etc., unless varied herein.

13. Buildings shall be constructed to be consistent with the concepts depicted in the building elevations in the PZD booklet. All buildings shall be designed and constructed to front onto public rights-of-way. All non-residential buildings or mixed use buildings shall adhere to Commercial Design Standards. All multi-family buildings shall adhere to Urban Residential Design Standards.

14. Signs shall be permitted in accordance with those standards outlined within the project booklet for each Planning Area.

15. The owner of the adjacent land, which contains several of the detention facilities, may be required to sign the final plat for each phase of the development. Additionally documentation may be requested by staff to ensure full compliance with all applicable regulations, for Phase I and future phases that direct stormwater to the off-site retention ponds.

16. The storm sewer discharge point at Lots 65 and 66 shall be evaluated at the time of construction submittal. Off-site drainage improvements may be required.

17. Any nonresidential uses in Planning Area 5 shall be contained within the club house building and not constructed as stand alone businesses.

Phasing

18. This project is required to obtain all construction and building permits and complete construction of each phase in accordance with the phasing table listed below. A one-year

extension may be approved by the Planning Commission for each phase, subject to the criteria in UDC Chapter 166 for extensions.

Phase No.	All Permits obtained (years) from CC approval	Timeframe for Construction (years)
Phase 1:	1-year to obtain all required permits	3-years from issuance of permit to complete phase*
Phase 2:	2-year to obtain all required permits	4-years from issuance of permit to complete phase
Phase 3:	4-year to obtain all required permits	5-years from issuance of permit to complete phase
Phase 4:	5-year to obtain all required permits	6-years from issuance of permit to complete phase
Phase 5:	6-year to obtain all required permits	7-years from issuance of permit to complete phase

** Single family lots are required to obtain final plat approval by the completion dates; all single family homes are not required to be actually constructed.*

Parks/Trails:

19. The applicant shall contribute money in-lieu for Phase I and provide a deed for the two-acre park prior to filing the final plat for Phase I. All other fees shall be due prior to final plat approval for single-family lots and prior to building permit issuance for other units.

20. Grading for St. Paul Trail within the abandoned railroad corridor shall be completed by the developer to accommodate the 12' trail, including all drainage structures situated to allow for construction. This land shall be dedicated as a public access easement with Phase III (or sooner) of the development.

21. A future trail corridor is also planned through lot 196 adjacent to the golf course. This will allow St. Paul trail to extend through the golf course to meet Eagle Park. The trail will be on-street through the development. The entirety of lot 196 shall be within a public access easement, dedicated at the time of final plat of phase I.

Landscape and Tree Preservation Plan Conditions

22. Mitigation will be required on the site. The applicant shall mitigate for the removal of 35,283 SF of tree canopy in Phase I with on-site mitigation to consist of a minimum of (122) 2-inch caliper trees. If all trees cannot be planted on-site, the balance shall be contributed into the Tree Fund, as determined by the Urban Forester. Mitigation trees cannot be located within utility easements or street ROW. Please submit a tree mitigation form for approval.

23. All mitigation trees must be planted prior to the issuance of a final certificate of occupancy. These trees cannot be located within any utility easement or street ROW. A 3-year bond, letter of credit, or check in the amount of $30,500 shall be deposited with the City of Fayetteville before issuance of a certificate of occupancy. All mitigation trees shall be located on a site owned by the applicant.

24. Each lot not reviewed for development approval at this time will be evaluated at the time of development. A minimum canopy cover of at least 25% will be required for the PZD zoning. Additionally, all applicable landscape requirements shall be met at the time of future development for each lot.

25. Before construction plan approval, the landscape plan must be stamped by a licensed landscape architect with the state of Arkansas.

26. Under 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.

27. Street trees are required to be planted every 30', except for single-family lots where one tree is required per lot.

28. Prior to signing the final plat, a written description of the method(s) and time frame the project will utilize to track development of each single-family lot to ensure the required trees are planted and their longevity of health assured, shall be submitted.

Plat and Booklet Revisions

29. The following revisions shall be completed prior to staff forwarding this item:
    a. Page 2.–All phases of the development that will be constructed as large scale development should have two time frames; one to obtain construction permits and one to receive final inspection approval. If a phase contains both types of construction, then there should be a time frame to obtain permits, a time frame to obtain final plat approval and a time frame to obtain final inspection approval. Change each phasing statement to read as follows:
        i. Phase IV: All permits necessary to complete construction shall be obtained within "x" years from the date of City Council approval of the Planned Zoning District. Final inspection shall be obtained within "x" years from the date of City Council approval of the PZD.
        ii. Phase V: All permits necessary to complete construction shall be obtained within "x" years from the date of City Council approval of the Planned Zoning District. Final inspection shall be obtained within "x" years from the date of City Council approval of the PZD.

Standard Conditions of Approval

30. 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).

31. Trash enclosures shall be screened on three sides with materials compatible with the surrounding structures, with access not visible from the street. Elevations shall be submitted to Planning staff for review and approval prior to building permit.

32. All mechanical and utility equipment located on the wall and/or on the ground shall be screened. All roof-mounted utilities and mechanical equipment shall be screened by incorporating screening into the structure utilizing materials compatible with the supporting buildings. Mechanical and utility equipment over 30 inches in height shall meet building setbacks. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. Add this note to the site plan and all construction documents.

33. 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.

34. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.

35. Impact fees for police, fire, water, and sewer shall be paid in accordance with City Ordinance.

36. 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. Only single-family and two-family structures are exempt from the lighting ordinance. Street lights, townhouses, condominiums, live/work units are subject to compliance with the lighting ordinance.

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

Planning Commission Action: ☐ Forwarded to City Council √ Denied ☐ Tabled

Motion: **Lack**
Second: **Kennedy**
Vote: **3-4-0 (motion to approve failed)** Meeting Date: **September 22, 2008**
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 R-PZD 06-2170 (Villas at Stonebridge)

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 is largely inconsistent with the Master Development Plan Planned Zoning District criteria established by the City Council, and particularly with the goals and policies adopted with the Future Land Use Plan, City Plan 2025.

Goal 1 of City Plan 2025 is to *"...make appropriate infill and revitalization our highest priorities."* This site is a greenfield development, and is surrounded by similar undeveloped rural residential or golf course property. The density and development pattern proposed would certainly be supported in an area more suitably located, with adequate infrastructure, services, schools, jobs and other basic goods and necessities that create a viable neighborhood. In contrast, staff finds this site to be lacking these basic goods and services necessary to provide a contributing neighborhood density and intensity.

Goal 2 states "we will discourage suburban sprawl." Suburban (or urban) sprawl has been defined as "a spreading of urban development into areas adjoining the edge of a city...over rural land." Staff finds the proposal asks for a rezoning of the property, currently zoned for rural residential and agricultural use, to facilitate a development pattern that is not appropriate for this time and in this place. While phasing of the development will help, as infrastructure improvements are made in the area, the City is reviewing the appropriateness of the development today, and entitling the property owner to certain zoning rights. Staff finds the proposal is inconsistent with this goal, and instead provides a "leap-frog" type of development pattern that adds density at the rural fringe of the City limits.

Goal 3 states "We will make traditional town form the standard." Internal to the project, staff finds the applicant has achieved a high level of compact development, providing denser housing, meaningful open spaces and small blocks; a complete development pattern, providing varied housing, a mixture of uses; and a connected development pattern, with street-oriented buildings, interconnected streets and greenspaces. However, the development does little to reference or transition to the surrounding rural residential property, and proposes 3-story condominium buildings adjacent to these properties. Very little transition is achieved in the project, and connectivity is relatively low, with only one road to access the site.

Goal 4 states "we will grow a livable transportation network." Internal streets, again, have provided more walkable, pedestrian and cyclist-friendly opportunities as part of the street function. However, all future residents, at the higher density proposed, will be forced to access

one road and travel approximately four miles to the nearest commercial center for basic goods and services.

Goal 5 states "we will assemble an enduring green network." The proposal to continue the trail corridor will provide a neighborhood and regional benefit to the community. In addition, the applicant is proposing meaningful, useful open greenspaces within the neighborhood for use by residents.

Goal 6 states "we will create attainable housing." While the project proposal does not specifically address this goal, staff finds that a mixture and variety of housing types and sizes typically create a wider variety of opportunity for the homebuyer, in differing price points. However, as noted in many studies, the proximity to a variety of transportation modes is often directly correlated to the affordability of housing, as transportation costs are a high percentage of a resident's overall cost of living. The project as proposed will require longer transportation times, by virtue of the fact that it is located in an isolated area, without proximity to goods and services to which one could easily walk or bike.

The Future Land Use Map adopted as part of City Plan 2025 designates this site Residential Neighborhood Area. These areas are intended to be almost exclusively residential in nature, recognizing conventional subdivision development, but encouraging traditional neighborhood development that incorporates low-intensity non-residential uses and a strong sense of connectivity where appropriate. The Villas at Stonebridge provides a traditional urban design with a block and street layout that is complete, compact, walkable and cyclist-friendly internal to the project boundaries, as noted above. However, contrary to the guiding policies, the development is not sited with access to major improved roadways, alternative transportation modes, community amenities, schools, infrastructure, or retail and commercial goods and services. The location of the development is at the edge of the City limits on property that is surrounded by large lot, agricultural land some of which is still within the County. Due to the lack of support services currently available to residents in this area, it is likely that the residents will continue to be auto-dependent, thereby placing a greater burden on the surrounding unimproved streets. Ultimately, this development may be appropriate at a later date when there are adequate levels of infrastructure in place and additional services made available to area residents.

In summary, staff finds the proposal does not meet the goals of the City's adopted Future Land Use Plan to a degree that is appropriate for a rezoning approval as proposed.

(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, in order to function as acceptable levels. Without improvements to existing infrastructure, the proposal would certainly adversely affect public facilities and services. The Fayetteville Police Department has stated that the development could increase traffic danger and congestion without improvements to Huntsville Road. At this time, the applicant does not propose improvements to Huntsville Road. Staff has similar concerns and has recommended a full assessment for the installation of a traffic signal at the intersection of Huntsville Road and Stonebridge Road. Additionally, staff is recommending the widening of Dead Horse Mountain Road from the north property line to the south property line of the development, in order to alleviate some of the traffic issues that will occur as a result of the development. In order for staff to find that the project would not adversely impact public facilities in the area, many more improvements than are recommended here would have to occur. However, staff does not find that this particular developer should bear the burden of all of those expenses; this is ultimately why staff has recommended denial of the application, finding that at this time, the project is not appropriate for the area.

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

FINDING: The rezoning request, combined with the Master Development Plan, would allow a mix of housing types and densities over the site. While staff is supportive of the traditional neighborhood development pattern requested by the applicant, staff can not state that these uses and densities are compatible with surrounding land uses to a degree that a rezoning application is justified. Development on surrounding properties in the future could provide a level of compatibility with the subject development. However, staff can not justify the requested development pattern based on an assumption of future land uses.

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

FINDING: The 53-acre property is a generally level, undeveloped pasture with minimum tree canopy. The intended land use, while incompatible with surrounding properties, could be suitable on the subject property at some time. However, higher priority needs to be placed on tree preservation with future phases than is currently indicated. The proposed preserved canopy areas are in conflict with the land uses and densities/intensities proposed with future development.

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

FINDING: The proposed development, which will allow for the construction of approximately 45,000 SF of non-residential space and 350 dwelling units, will have a significant impact on surrounding infrastructure, all of which is substandard. With the incorporation of the recommended street improvements listed in the conditions of approval, staff finds that

while the surrounding roads would likely still be congested and inconvenient, the proposed development would not create a traffic danger. Staff does find that due to the number of units proposed and the one access road on which 100% of the traffic must travel, a burden on the existing road network would be created. Without replacement of Dead Horse Mountain Bridge and installation of a traffic signal at Huntsville Road, traffic danger and congestion could be greatly increased.

(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 Villas at Stonebridge PZD provides for a different form of development than surrounding rural residential land uses. This development is a traditional town form of development that provides a variety of housing types and non-residential uses on a greenfield site near the fringes of the City. While this development pattern is consistent with many of the goals of Chapter 161, including flexibility in the distribution of land use, variety of housing types, and providing usable and suitably located open space and recreation areas, the development lacks any level of compatibility with the surrounding rural properties. In staff's opinion the positive features of the internal development pattern do not supersede the need to provide a project that is compatible and in scale with surrounding properties.

(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 between residential and nonresidential land uses shall be required pursuant to ordinance and shall be reviewed at the time of large scale development.

(3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

(a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.

(b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.

(c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.

(d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.

(e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.

(f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: The vehicular circulation system is comprised of a system of public streets and alleys, and private drives as described in the booklet and plats. The single-family and multi-family structures will face onto streets, and are generally accessed off of internal alleys, providing a hierarchy of circulation that encourage an efficient flow of traffic. External street systems, in contrast, consist of a single access road, Dead Horse Mountain Road, that is substandard and in need of improvements.

(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: Multi-family buildings will face onto public streets, with surface parking in the rear of these buildings. Parking is provided on the public streets and along private drives, and garage parking is provided for the townhouses and single family residences. Parking proposed is in compliance with City code.

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

FINDING: This requirement has been met.

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

FINDING: Public sidewalks shall be constructed adjacent to all public streets. Sidewalks will also be provided around the park areas.

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

FINDING: Street lights are to be provided adjacent to all public and private streets at a separation of no greater than 300 feet and at all intersections.

(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: A variety of waivers of the minimum street design standards are requested as the proposed street cross sections do not meet the current Master Street Plan standards. The proposed cross-sections are designed to calm traffic and encourage pedestrian comfort and activity throughout the site. See conditions of approval regarding staff's recommendations.

(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. Nonresidential facilities are proposed to be constructed with Phase II of the development and therefore the developer shall guarantee to the City of Fayetteville completion of the nonresidential facilities in the amount no less than 150% of the estimated cost of said facilities.

(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 tree preservation plan has been submitted with Phase I, which includes Lots 1-91, and the Urban Forester is recommending approval with a requirement for on-site mitigation. A tree preservation plan shall be submitted at the time of development with each future phase.

(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: Conceptual elevations have been submitted for all structures. Detailed building elevations and material sample boards will be reviewed at the time of large scale development to ensure compliance with urban residential 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: The applicants have stated in their application that the houses located along the golf course shall be limited to one-story in height to protect views of the golf course. Staff does not find these are specifically scenic views to be protected for the public.

(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: The proposed Villas at Stonebridge PZD is a traditional town form of development that provides a variety of housing types and live/work units. This development pattern is consistent with many of the goals of Chapter 161, including flexibility in the distribution of land use, providing a variety of housing types, and providing usable and suitably located open space and recreation areas. However, an average density of 6.6 units/acre, which includes multi-story multi-family buildings is not compatible with the surrounding rural residential properties, with the lack of goods and services, schools or other amenities typically associated with urban development form. Development of surrounding properties, which could provide a higher level of compatibility with the Villas at Stonebridge, may require several years or even decades to occur. Furthermore, core public services, including schools, jobs and commercial services are not readily available to this area. Ultimately, the residents of the development will continue to be auto-dependent due to the current isolated location of the property.

(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: The proposed PZD provides a primarily residential use, with some space allowing live-work units. A typical rezoning request would not result in the development pattern as proposed. Staff finds that the relationship of different land uses and activities within the development do not consider abutting parcels of land, with the exception of views to the golf course. A harmonious relationship with surrounding properties does not exist, and will result in land use incompatibility, traffic congestion and inconvenience for existing and future residents.

(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 residential uses on this property will be at least fifty-one percent of the gross floor area within the development.

(F) *Bulk and area regulations*

(1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

(a) The densities of surrounding development;

(b) the densities allowed under the current zoning;

(c) the urban development goals and other policies of the city's General Plan;

(d) the topography and character of the natural environment; and

(e) the impact of a given density on the specific site and adjacent properties.

FINDING: The subject property is adjacent to large undeveloped agricultural lands with sparsely located single-family homes. The property is primarily zoned R-A, Residential Agricultural, which would permit one dwelling unit per two acres, resulting in a maximum of 26 dwelling units on 53 acres. The applicants are requesting 350 dwelling units and 45,000 sq. ft. of nonresidential space, a density of approximately 6.60 units per acre. While this is not a normally high density in much of the City, and in general the City's development goals and policies do support the development pattern proposed by the Villas at Stonebridge, the density and intensity of the development is not appropriate in the rural landscape that it is proposed. Staff has communicated to the applicant that this project would be very appropriate in those areas identified as Intended Growth Sectors on the CityPlan 2025 Sector Map, or in other Residential Neighborhood Areas that have an adequate level of services and infrastructure for development.

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

FINDING: Lot area minimums and setbacks are varied on this project with structures oriented to the street and minimal front setbacks. This project provides for a variety of building footprints, with a mixed unit type and mixed density. Due to the unique nature of this traditional neighborhood development, it is not possible to conform to existing standards for lot area minimums and setback requirements. Staff has recommended some changes to building setbacks, which have been addressed by the applicant, to create zoning criteria that is more consistent with zoning districts within the City.

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

FINDING: Building heights proposed for this project are typical of single-family development, although the proposed heights of the multi-family structures are not compatible with the rural surroundings. With this development the character of the surrounding area would change from undeveloped, rural agricultural to a dense city neighborhood. This change in land use may be appropriate in the future once

infrastructure and core services expand to the 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 for this project is relatively high, with some planning areas allowing up to 95% of the lot to be covered by structures. The high percentages are congruent with dense/intense development patterns commonly found in downtown developments, or infill projects near core City services. However, the proposed development pattern, on the edge of the City limits, is likely not appropriate. Should the Commission and Council find the project does meet stated goals and policies, staff has recommended some changes to the maximum building area, to create zoning criteria that is more consistent with zoning districts within the City.

***Required Findings for Rezoning Request.**

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Please reference findings under compliance with Planned Zoning District ordinance and Future Land Use Plan. The development is designed as a traditional neighborhood development with meaningful and usable open space. However, even a planned development can be characterized as urban sprawl if 1) it is located on the fringe of an urbanized area; 2) "leap frogs" over large, undeveloped properties; 3) is auto-dependent due to isolation from core public services; 4) and is developed before necessary infrastructure improvements are made. Ultimately, the development is currently inconsistent with land use planning principles and policies to a degree that would not support the rezoning.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The subject property is just within the limits of the City and is adjacent to large agricultural properties. Rezoning the property for 350 residential dwellings and 45,000 sq. ft. of nonresidential space is not justifiable or needed at this time. The development will "leap frog" over many acres of undeveloped farmland and will exacerbate the traffic congestion in the area around Huntsville Road. Reconstruction of Dead Horse Mountain Bridge, improvements to Dead Horse Mountain Road, widening Huntsville Road, and installation of a traffic signal at Stonebridge Road will all facilitate future development in the area, including agricultural lands miles south of Huntsville Road. Currently though, the

development is too early based on existing infrastructure and inconsistent with the goals and policies adopted by the City Council for rezoning applications.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Staff finds this proposal will likely increase traffic congestion and inconvenience, without several improvements to surrounding infrastructure. The Fayetteville Police Department has commented that improvements to Huntsville Road are necessary due to current traffic conditions. Additionally, the traffic study conducted for the development states that a traffic signal is warranted with Phase I of the subject development. Overall, the area has a lack of infrastructure to serve such a dense development pattern. With the minimum of improvements recommended by staff, an appreciable increase in traffic danger would not likely occur. However, a great deal of additional improvements is needed in the area to provide adequate levels of service typical to projects with urban densities of this nature.

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 to a great extent, and that the uses proposed would create additional demand on public services. The applicants have noted in the project booklet that water and sewer services are being constructed to serve the subject development, as well as future developments in the area. Therefore, an undesirable load on water and sewer services is not expected.

Engineering: **Public water is located adjacent to the site. There are water improvements being made as part of the Southeast Fayetteville Regional Water and Sewer Improvements project that will bring an additional source of water under the White River to provide adequate service in this area.**

Sanitary sewer is available to the site. There are sewer improvements being made as part of the Southeast Fayetteville Regional Water and Sewer Improvements project that will bring an additional capacity under the White River to provide adequate service in this area.

The site has access to Dead Horse Mountain Road. Dead Horse Mountain Road is currently an un-improved two-lane, chip and seal, paved roadway. Street improvements will be required with development.
Standard improvements and requirements for drainage will be required for the development.

Police: **It is the opinion of the Fayetteville Police Department that this C-PZD <u>will not</u> substantially alter the population density, and <u>will not</u> create an appreciable or undesirable increase in the load on police services. This R-PZD <u>will possibly</u> create an appreciable increase in traffic danger and congestion without improvements to the already overloaded Huntsville Road.**

***Fire*:** **This property will be covered by Ladder 3 located at 1050 S. Happy Hollow Rd. It is 2.2 miles from the station with an anticipated response time of 5 minutes. The Fire Department anticipates 56 (36 EMS-20 Fire/other) calls for service once the development is completed and maximum build out has occurred. There are no measured hydrant flows in this area.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

Fayetteville
ARKANSAS

PC Meeting of September 22, 2008

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: Greg Howe, Urban Forester

Date: September 16, 2008

ITEM #: R-PZD 08-2170: Residential PZD (Villas at Stonebridge, Phase I)

Requirements Submitted:

	Initial Review with the Urban Forester
Y	Site Analysis Map Submitted
Y	Site Analysis Written Report Submitted
N	Complete Tree Preservation and Protection Plan Submitted

Canopy Measurements:

Total Site Area	
acres	57.31
square feet	2,496,424
Existing Tree Canopy	
acres	2.44
square feet	106,286
percent of total site area	4.26%
Existing Tree Canopy Preserved	
acres	1.63
square feet	71,003
percent of total site area	2.84%
Percent Minimum Canopy Required	**4.26%**

FINDINGS:

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

- **The overall site has approximately 4.26% canopy with the majority of species consisting of post oaks in good condition. An inventory of the site revealed that there are 85 trees. Fifty-two are significant trees as defined by the City of Fayetteville's Landscape Manual.**

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 as the amount of existing canopy is somewhat low and a large grouping of trees in the northwest corner will not be removed during the construction of Phase I.**

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.

- **The greatest impact in tree cover reduction from the development of Phase I would be to the properties to the north and east. Some existing canopy will remain along the eastern side of the site.**

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/or shape of the lot does not reduce flexibility. Additionally, one of the goals of a Planned Zoning District is maximum enhancement and minimal disruption of existing natural features and amenities.**

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 trees on this site is good. Some of the significant trees that are proposed for removal in Phase I are in good condition.**

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

- **The removed canopy in Phase I is due to placement of roadway.**

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

- **Some of the trees shown as removed along the east side of the property are located in a utility easement.**

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

- **The majority of the roads, proposed lots and utilities have been designed to avoid canopy. On the north side of the site, the proposed utility easement was relocated to the south of lots 50 through 62 to save more significant 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 this site for Phase I. On-site mitigation will increase the canopy on the subject property, and is shown in detention and green space areas.**

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

- **This is a Planned Zoning District project.**

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.**

Conditions of Approval:

1. Please revise the canopy measurement table on the tree preservation plans to reflect the numbers shown on page one of this report.
2. Please label all streets on the tree preservation plans.
3. Please include a mitigation table and/or calculations on the tree preservation plan.
4. The applicant shall mitigate for the removal of35,283 SF of tree canopy in Phase I with on-site mitigation to consist of a minimum of (122) 2-inch caliper trees. If all trees cannot be planted on-site, the balance shall be contributed into the Tree Fund, as determined by the Urban Forester. Mitigation trees cannot be located within utility easements or street ROW. Please submit a tree mitigation form for approval.
5. All mitigation trees must be planted prior to the issuance of a final certificate of occupancy. These trees cannot be located within any utility easement or street ROW. A 3-year bond, letter of credit, or check in the amount of $30,500 shall be deposited with the City of Fayetteville before issuance of a certificate of occupancy.
6. Each lot not reviewed at this time will be assesses at the time of development. A minimum canopy cover of at least 25% will be required.

Fayetteville
ARKANSAS

PC Meeting of September 22, 2008

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

THE CITY OF FAYETTEVILLE, ARKANSAS

LANDSCAPE REVIEW FORM

To: **Appian Centre for Design**

From: **Jesse Fulcher, Current Planner**

Date: **September 16, 2008**

ITEM #: R-PZD 07-2170: Planned Zoning District (Villas at Stonebridge)

Applicable Requirements:

Y	Site Development & Parking Lot Standards
NA	I-540 Design Overlay
Y	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	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*
N	N	**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**
NA	NA	**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	
NA	NA	**Perimeter landscaping** *Side and rear property lines (5' landscaped)* *Shade trees as described in street tree planting standards,* *Parking lot adjacent to R.O.W.- continuous planting of shrubs-at least 8 per tree- and ground cover -50% evergreen)*
		Overlay District Requirements
NA	NA	**Greenspace adjacent to street R.O.W. (25' wide)**
NA	NA	**Large street trees planted every 30' L.F. along R.O.W.**
NA	NA	**25% of total site area left in greenspace (80% landscape)**
NA	NA	**Parking lots and outdoor storage screened with landscaping**
		Street Tree Planting Standards *(time of F.P. or permit)*
N	Y	**Residential Subdivisions- 1 large species shade tree/ lot** *tree planted within R.O.W. if possible*
N	N	**Nonresidential Subdivision- 1 large species shade tree/30 L.F.** *tree planted within 15-25' greenspace*
N	Y	**Urban Tree Wells-***urban streetscape only-8 foot sidewalk*
N	Y	**Structural Soil-***if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan*
NA	N	**Timing of planting indicated on plans (subdivisions only)**
NA	N	**Written description of the method for tracking plantings**
		Stormwater Facilities
N	Y	**1 deciduous or evergreen tree/ 3000 square feet**
N	Y	**4 large shrubs (3 gal) or small trees / 3000 square feet**
N	Y	**6 shrubs or grasses (1 gal) / 3000 square feet**
N	Y	**Ground cover unless seed or sod is specified**
N	*Y*	**50% of facility planted with grass or grass like plants**

Conditions of Approval:

1. **Street trees are required every 30 feet, except for the single-family lots where one tree is required per lot. Additional street trees are required along the south side of Public Street 1.**
2. **Prior to signing the final plat, a written description of the method(s) and time frame the project will utilize to track development of each single-family lot to ensure the required trees are planted and their longevity of health assured.**
3. **Mitigation trees can not be planted within any type of utility easement and must be planted on a site owned by the applicant.**
4. **Any parking lot of 5 or more spaces must meet the landscape parking lot standards. Trees and screening shrubs should be added anywhere applicable.**
5. **Utilities visible from the right of way must be screened. At the time of C of O, additional plantings may be warranted per request of staff.**

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.**
11. **At the time of construction drawings the landscape plan must be stamped by a licensed landscape architect.**
12. **Under the 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 signature of Final Plat.**

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Andrew Garner, Planner

FROM: Alison Jumper, Park Planner

DATE: April 1, 2008

SUBJECT: Parks & Recreation Planning Commission Comments

****

Meeting Date: April 3, 2008
Item: (Villas at Stonebridge, 645-646)
Park District: SE
Zoned: R-A
Billing Name & Address: Nock Investments, LLC P.O. Box 8783 Fayetteville, AR 72703

	Land Dedication Requirement	***Money in Lieu***
Single Family	_____@ .024 acre per unit = _____ acres	175 @ $960 per unit = $168,000
Multi Family	_____@ .017 acre per unit = _____ acres	179 @ $680 per unit = $121,720

COMMENTS:

- PRAB recommended accepting 2 acres of parkland excluding the utility easements at the September 8th 2008.
- Please submit a deed for the park land to the City land agents for review. Once the deed is reviewed, file at the Washington County Courthouse and submit a copy of the filed deed to Park Staff.
- Deed for parkland is due prior to signing final plat.
- Please coordinate with Park Staff to install park boundary signs.

ENGINEERING DIVISION COMMENTS

R-PZD 08-2170: Planned Zoning District (VILLAS AT STONEBRIDGE, 645/646): Submitted by APPIAN CENTER FOR DESIGN for property located S OF HWY. 16E AND E OF GOFF FARM ROAD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 53.03 acres. The request is for a Master Development Plan for a Residential Planned Zoning District with 322 dwelling units and 30,000 s.f. of commercial space all with associated parking. Planner: Jesse Fulcher

Public water is located adjacent to the site along Dead Horse Mountain Road. There are water improvements being made as part of the Southeast Fayetteville Regional Water and Sewer Improvements project that will bring an additional source of water from under the White River to provide adequate service to this area.

Sanitary sewer is available to the site. There are sewer improvements being made as part of the Southeast Fayetteville Regional Water and Sewer Improvements project that will bring additional capacity under the White River to provide adequate service to this area.

The site has access to Dead Horse Mountain Road. Dead Horse Mountain Road is currently an un-improved two lane partially paved roadway. Street improvements will be evaluated with the proposed development.

Standard improvements and requirements for drainage will be required for the development. This property is not affected by the 100-year floodplain.

I-PZD 08-2904: Planned Zoning District (BRIDGEDALE PLAZA, 569): Submitted by DAVE JORGENSEN for property located at THE SE CORNER OF HWY 16E AND RIVER MEADOWS DRIVE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 15.95 acres. The request is for 6.8 acres of self storage, 5.23 acres of single family residential, 1.96 acres of Residential Office, and 1.96 acres of C-1. Planner: Dara Sanders

Public water is located adjacent to the site. There is an 8" water main along River Meadows Drive.

Sanitary sewer is available to the site. There is a 6" sewer main along Huntsville Road. 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 Huntsville Road. Huntsville Road is currently an improved two lane paved state highway. Street improvements will be evaluated with the proposed development.

Standard improvements and requirements for drainage will be required for the development. This property is not affected by the 100-year floodplain.

Fayetteville Fire Department

MEMO

To: Dara Sanders, Andrew Garner, Jeremy Pate, and Jesse Fulcher

Thru: Chief Tony Johnson
Assistant Chief Bud Thompson

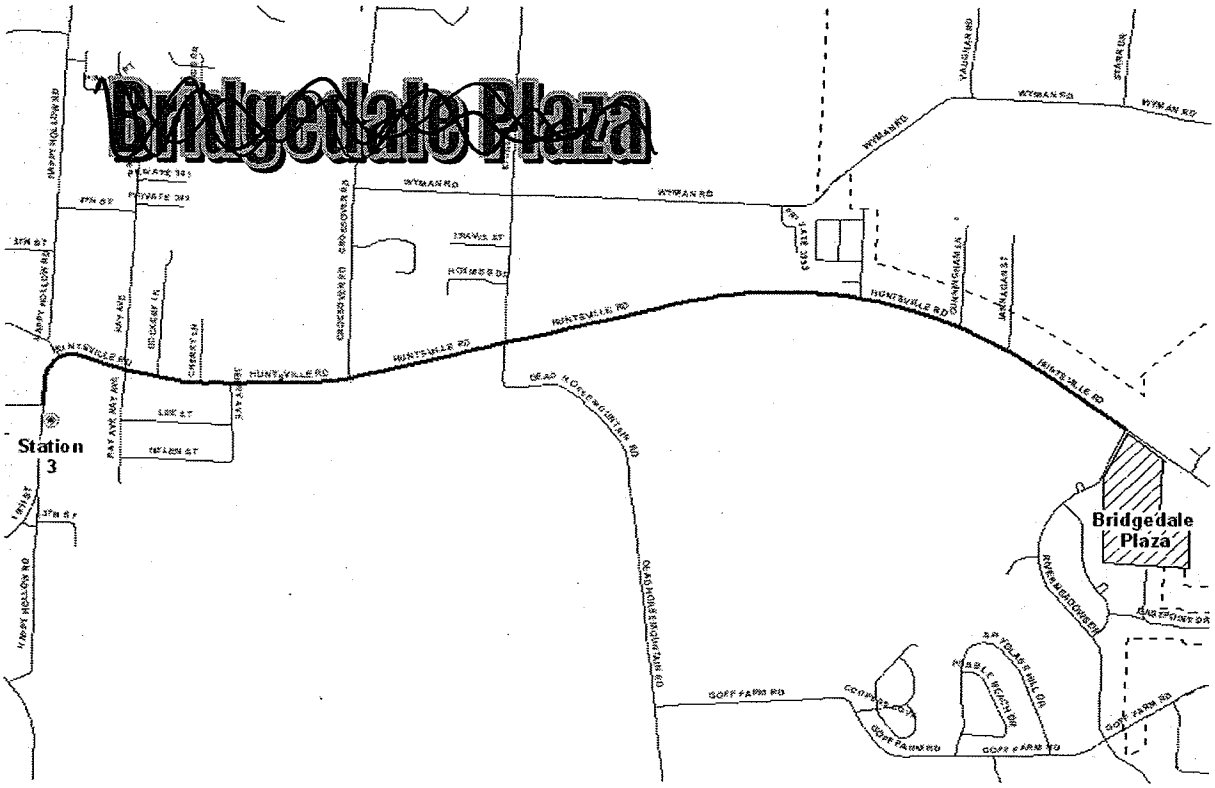
From: Captain Dale Riggins

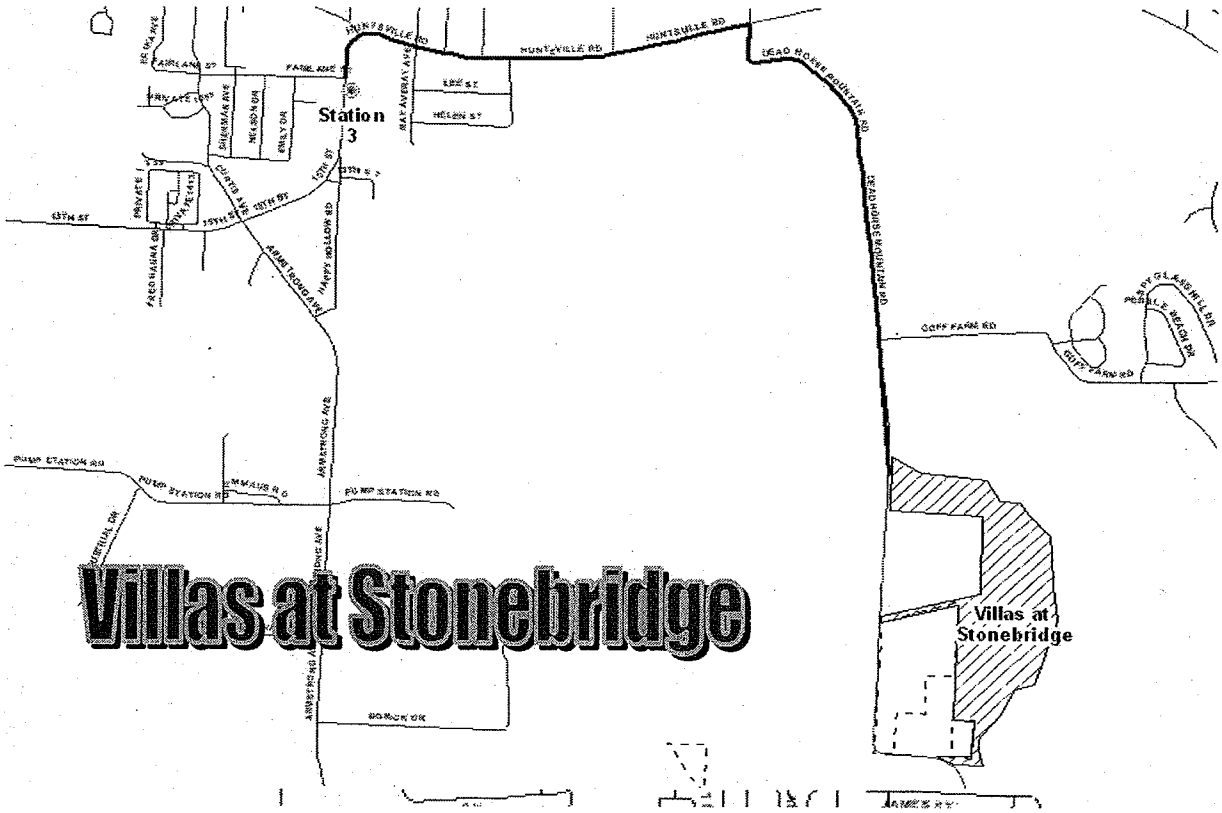
Date: February 6, 2008

Re: February 6, 2008 Zoning Review

R-PZD 08-2170:
Planned Zoning District (VILLAS AT STONEBRIDGE, 645/646): Submitted by APPIAN CENTER FOR DESIGN for property located S OF HWY. 16E AND E OF GOFF FARM ROAD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 53.03 acres. The request is for a Master Development Plan for a Residential Planned Zoning District with 322 dwelling units and 30,000 s.f. of commercial space all with associated parking.
This property will be covered by Ladder 3 located at 1050 S Happy Hollow Rd.
It is 2.2 miles from the station with an anticipated response time of 5 minutes.
The Fire Department anticipates 56 (36 EMS-20 Fire/other) calls for service once the development is completed and maximum build out has occurred. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.
There is no measured hydrant flow in this area.

I-PZD 08-2904:
Planned Zoning District (BRIDGEDALE PLAZA, 569): Submitted by DAVE JORGENSEN for property located at THE SE CORNER OF HWY 16E AND RIVER MEADOWS DRIVE. The property is zoned RSF-4, SINGLE FAMILY - 4 UNITS/ACRE and contains approximately 15.95 acres. The request is for 6.8 acres of self storage, 5.23 acres of single family residential, 1.96 acres of Residential Office, and 1.96 acres of C-1.
This property will be covered by Ladder 3 located at 1050 S Happy Hollow Rd.
It is 2 miles from the station with an anticipated response time of 4 minutes.
The Fire Department anticipates 4 (3 EMS-2 Fire/other) calls for service once the development is completed and maximum build out has occurred. We do not figure calls for service on Commercial developments, although this type of development typically does not affect our calls for service.
Measured hydrant flow is 1560 gallon per minute in this area.


Bridgedale Plaza
Station 3
Bridgedale Plaza
HUNTSVILLE RD
WYMAN RD
DEAD HORSE MOUNTAIN RD
GOFF FARM RD


Villas at Stonebridge
Station 3
Villas at Stonebridge
HUNTSVILLE RD
DEAD HORSE MOUNTAIN RD
GOFF FARM RD
PUMP STATION RD

Date 1/31/08

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 08-2170**: **(Villas at Stonebridge, 645/646):** Submitted by **Appian Center for Design** for **property located S of HWY 16E and E of Goff Farm Road,** would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion. The **property contains approximately 53.03 acres.**

It is the opinion of the Fayetteville Police Department that this **R-PZD** **will not** substantially alter the population density, and **will not** create an appreciable or undesirable increase in the load on police services. This **R-PZD** **will possibly** create an appreciable increase in traffic danger and congestion without improvements to the already overloaded Huntsville Road. Huntsville Road appears to be the main point of access and egress to the planned area.

Sincerely,

Captain William Brown
Fayetteville Police Department

Fayetteville
ARKANSAS

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: Appian Center for Design

From: Matt Mihalevich, Trails Coordinator

Date: March 31, 2008

Subject: Subdivision Committee Review Comments

ITEM #: R-PZD: 08-2170: Villas at Stonebridge

TRAIL COMMENTS

1. St. Paul trail is identified on the Fayetteville Alternative Transportation and Trail Master Plan through this project. As shown on the plat, this 12' wide asphalt trail will be constructed by the City of Fayetteville within the abandoned railroad corridor.
2. Grading shall be completed by the developer to accommodate the 12' trail including all drainage structures situated to allow for the future trail.
3. At the east end of the trail where it meets public street 11, shift the trail so it aligns with the crosswalk on the north side of public street 5. The detention pond will need to be modified to accommodate the trail ending at this location. This was a request by the Parks and Recreation Advisory Board to make a better connection to the 1.8 acre park area.
4. A future trail corridor is also planned through lot 196. This will allow St. Paul trail to extend through the golf course to meet Eagle Park. The trail will be on-street through the development.

From: Brian Pugh
To: Fulcher, Jesse; Garner, Andrew; Sanders, Dara
Date: 3/31/08 2:28PM
Subject: Subdivision committee 4-3-08

LSD 08-2903 (Shoppes at Wedington) Please contact Solid Waste about enclosure location. Curb in front of enclosure will not allow for straight collection on southern most dumpster. Cannot sign off on current design.

LSD 08-2933 (Springwoods Behavioral Health) Please contact Solid Waste about enclosure size. Old plans had correct size of 30' x 12'. New plans show 15' x 20'. Cannot service this size and cannot sign off if this size remains.

LSD 08-2854 (Emeritus Assisted Living) Please show enclosure with 15' clear opening on architectural plans.

R-PZD (Hill Place) Dumpster enclosure must be 15' x 12'. Locations previously approved. Spoke with Austin Rowser about possibility of adding city recycling drop off to plans.

R-PZD (Villas at Stonebridge) Please contact Solid Waste to discuss trash collection. Single family to receive residential carts. Townhomes and multifamily must be collected with commercial dumpster service along with commercial businesses. No dumpster enclosures identified on plans. Cannot sign off until enclosures identified.

Brian Pugh
Waste Reduction Coordinator
Fayetteville Solid Waste and Recycling
479-718-7685
479-444-3478 Fax

ACD
PLANNING
URBAN DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
APPIAN CENTRE FOR DESIGN

April 7, 2008

City of Fayetteville
Jeremy Pate
125 West Mountain
Fayetteville AR 72701

RE: Villas at Stonebridge Comment Response 4-7-08

Dear Mr. Pate:

Streets and Right of Way Planning Division Comment 2 – Street section waiver

ii.) It is the belief of Appian that variety within a design standard is positive. We are willing to go to the effort of adapting our street sections per development through the Planned Zoned District entitlement process, which was created to allow greater flexibility, to make them adaptable and allow a little more green space for each tree. We know that the Planning and Engineering Departments worked hard and created a very good set of street sections, but no one can hope to create street sections for every situation. This extra foot of green space will add 17% additional green area which is substantial when considering the water infiltration. Furthermore, an extra foot of green space does not create an undesirable, negative, or hazardous condition.

iii.) After meeting with the Fayetteville Fire Department, they have approved this street section and found that it does not negatively affect their ability to respond.

Plat and Booklet revisions

30) a. Please clarify "a". Provide a street section detail for Public Street 1. There are several street sections provided for Public Street 1

d. Streets are named and shown to be either public or private but numbered with no regard to public or private. We feel it would confuse issues during construction and remaining planning process to have several public and private streets with the same number.

g. Construction lot numbers have been given to separate lots for future platting.

Booklet revisions

i – m. Appian took the buildable area for each lot from lot line to setback to setback and found that percentages were higher than requested. We lowered the building area percentages from this number, but for us to lower the building area to city-

requested numbers the area between setbacks would essentially make negligible the setbacks and zero lot lines we are establishing.

p. The are several corners of fences and outbuildings that would set slightly into a 10 feet building setback. The primary building and the mass portion of the clubhouse planning area is kept at leas ten feet back.

x. The mixed-use portion of this site is proposed to be built seven years from now and will go through a large scale approval prior to construction document submittal. The street section shown will most likely be modified in the future to have on-street parking. The buildings and parking lots shown are merely a representation of the concept for this mixed-use portion of the site.

w. Appian will coordinate this at the time of large scale development.

bb. The mixed-use buildings along Dead Horse Mtn. Rd. will most likely be three stories. Estimating 14' for the first floor and 12' and 12' for the next two floors that makes 38'. We need to allow for the buildings to be built as planned.

kk. Appian would like to allow flexibility for the developers and builders. If the city feels there are specific lots that should have larger setbacks perhaps we could consider it.

Your consideration is appreciated.

Respectfully,

Evan Niehues
Appian Centre For Design
442-1441
lstewart@appiancentrefordesign.com

ACD

PLANNING
URBAN DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING

APPIAN CENTRE FOR DESIGN

January 17, 2008

Jeremy Pate
Director of Current Planning
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: Villas at Stonebridge update waiver request letter
CC: Matt Casey P.E. Assistant City Engineer

Mr. Pate,

Appian Centre for Design is writing to request waivers granting permission to:

1. To design curb return radii (CRR) of 20' on all streets and 15'at alley intersections
2. Increase greenspace between the sidewalk and the curb
3. To construct a sidewalk on one side of the street due to physical property constraints

Please consider the following as grounds for granting the waivers:

1. The request is to allow a 20' curb return radius (CRR) at all street intersections and 15' (CRR) at alley intersections. Large CRR of 25' or 30' allows traffic to take turns quickly and without stopping, raising the design speed of streets to levels that are uncomfortable and unsafe to pedestrians. A 20' CRR will create a safer pedestrian environment that promotes walkability and pedestrian safety. No above ground obstructions, such as fire hydrants, street lights, trees or traffic signs will be permitted with in fifteen feet (15') of a street intersection.

2. This request is for a waiver granting permission to allow additional greenspace between the curb and the sidewalk. Seven feet of greenspace creates a better opportunity for proper tree growth and increases the desired aesthetic quality along public streets within the Villas at Stonebridge and distancing the pedestrian from the street.

3. This is a request to build a sidewalk on one side of the street south of the southern roundabout. Due to physical property line constraints and utility companies' request for easements allows only enough room for a sidewalk on one side of the street. With the amount of pedestrian activity expected along the southern exit from the Villas, ACD feels one sidewalk would be adequate for the walking traffic volume at any given time. With this connection nestled tightly between two properties, one R-A, reducing the impact zone on this hillside by just five feet would create a more logical and environmentally sensitive exit.

Thank you for your time in considering this matter. I look forward to hearing from you. If you have any comments or questions, please do not hesitate to contact me.

Todd Jacobs
Director of Design
Appian Centre for Design
217 East Dickson Street, Suite 104
Fayetteville, Arkansas 72701
Office: 479-442-1444
Fax: 479-442-1450

TRAFFIC STUDY MATERIALS

Traffic Study

Villas at Stonebridge

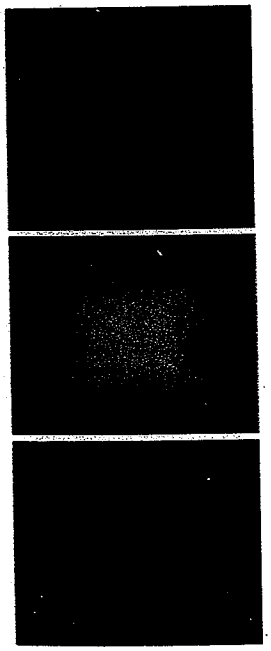
prepared for:

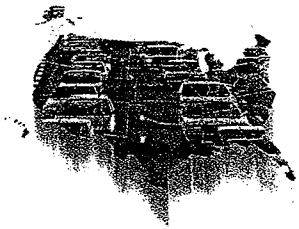
Critical Path Design

ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - SURVEYING

Dead Horse Mountain Road

Fayetteville, Arkansas





STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
ERNEST J. PETERS
No. 4682

PETERS & ASSOCIATES
ENGINEERS, INC
CIVIL & TRAFFIC ENGINEERING
P.O. BOX 21638 (501) 225-0500
LITTLE ROCK, ARKANSAS 72221

Project No.: P-1224

November 9, 2006

THE SITE

The location of the proposed development is in Fayetteville, Arkansas and is located on the east side of Dead Horse Mountain Road, approximately 1.1 miles south of Highway 16 (Huntsville Road). The proposed development site location and vicinity are shown on Figures 1 and 2, which follow.

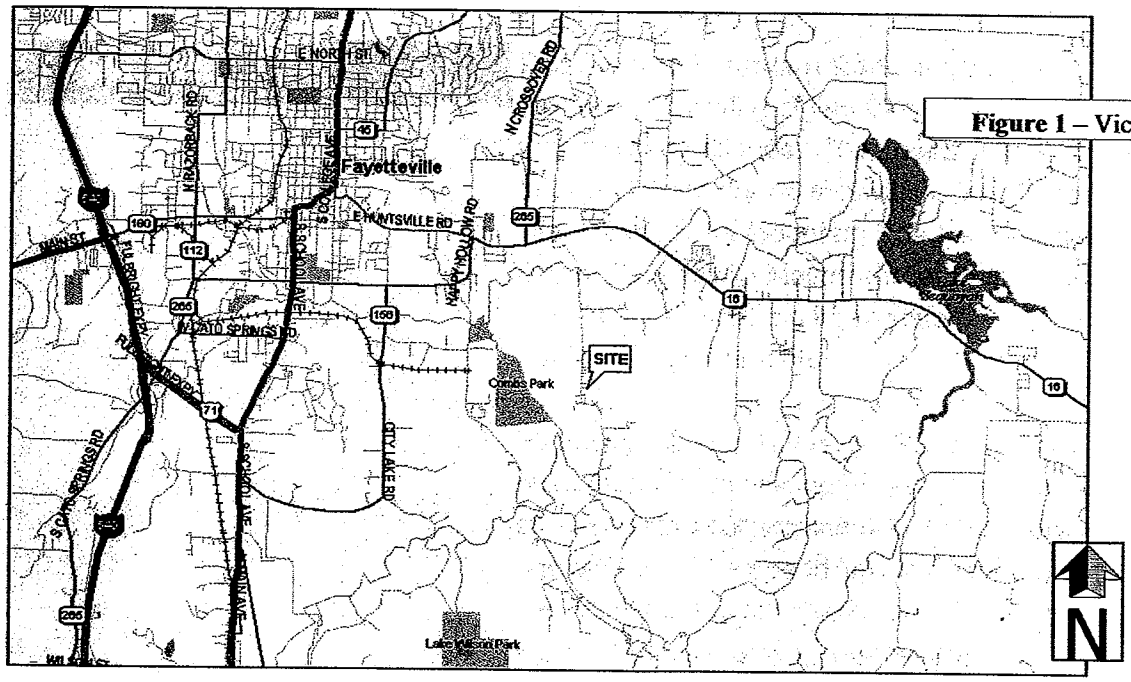


Figure 1 – Vicinity Map

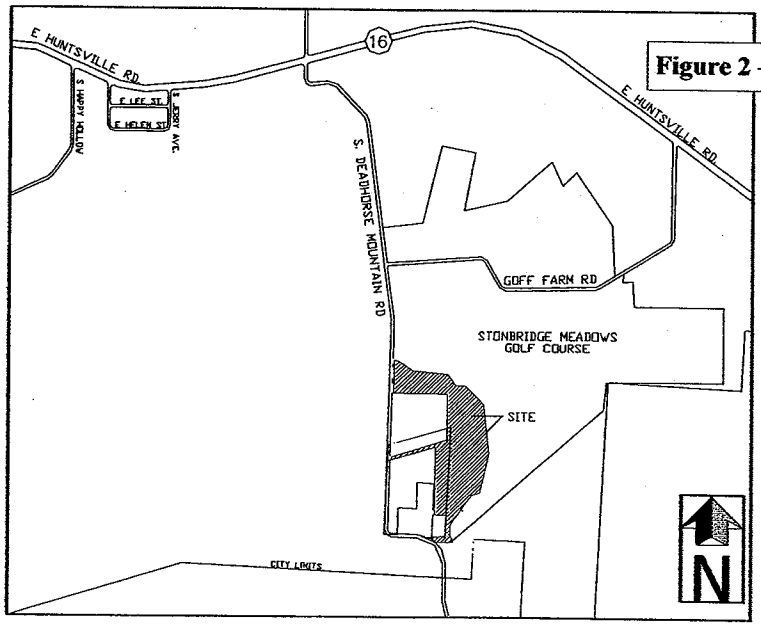


Figure 2 – Site Location Map

Access to the site, as shown on the site plat, is from Dead Horse Mountain Road at Drive A.

The subdivision plat calls for the construction of a variety of residential uses. The preliminary subdivision plat shows the proposed lots and the approximate location of the proposed internal street network.

STREET SYSTEM

Dead Horse Mountain Road is a two-lane asphalt roadway consisting of two 11-foot lanes constructed with drainage ditches. The speed limit is 35 miles per hour and there are no sidewalks. In the vicinity of the site, Dead Horse Mountain Road is classified on the City of Fayetteville Master Street Plan as a Minor Arterial, but there are no immediate plans or funding for roadway improvements.

Highway 16, also Huntsville Road, is a two-lane asphalt highway consisting of two 11-foot lanes constructed with approximate 6-foot shoulders and drainage ditches. The speed limit is 45 miles per hour in the vicinity of the study area and there are no sidewalks. Future roadway improvements to Highway 16 in the vicinity of the study area by the City of Fayetteville have been proposed but have not yet been approved. Roadway improvements proposed by the City are expected to be constructed in two stages of improvements which are described as follows:

- *Stage 1 Improvements*- Highway widened to a four-lane roadway with additional left-turn lanes at major intersections from Happy Hollow Road to Stone Bridge Road. Included in Stage 1 are improvements to the intersection of Highway 16 and Stone Bridge Road to construct an eastbound and a westbound left-turn lane on Highway 16 and a northbound and a southbound left-turn lane on Stone Bridge Road plus the possible installation of traffic signal at this intersection. The City has

given consideration to obtaining partial funding for the cost of the left-turn lanes and the traffic signal at this intersection from developers in the immediate vicinity.

- *Stage 2 Improvements* - Highway 16 widened to a four-lane roadway with additional left-turn lanes at major intersection from just east of Stone Bridge Road to Falcon Drive.

The site is an undeveloped tract. The photos following show the general layout of Dead Horse Mountain Road, Highway 16 and surrounding land uses in the vicinity of the site.

Looking north on Stone Bridge Road (Dead Horse Mountain Road) toward Highway 16.

Highway 16

Stone Bridge Road
(Dead Horse Mountain Road)

Looking east on Highway 16 toward Stone Bridge Road (Dead Horse Mountain Road).

EXISTING TRAFFIC CONDITIONS

Hourly, 24-hour traffic counts were made at the following locations in the vicinity of the site by this consultant as a part of this study:

STREET	24 HOUR TWO WAY VOLUME	TABLE & CHART
Highway 16 Approaches to Stone Bridge/Dead Horse Mt. Rd.	14,772	Table 1/Chart 1
Dead Horse Mountain Road, Just South of Hwy 16	1,293	Table 2/Chart 2
Dead Horse Mountain Road, Just South of Stone Farm Road	938	Table 3/Chart 3

Hourly traffic count data for these locations are summarized on the following Tables and Charts 1, 2 and 3.

Existing AM and PM peak hours vehicle turning movement count data was gathered by this consultant in the vicinity of the site for the intersection of Highway 16 and Stone Bridge Road / Dead Horse Mountain Road.

The AM and PM peak hour vehicle turning movement counts made as part of this study are shown on the following peak hour turning movements Charts 4 and 5 and are presented in more detail in the Appendix of this report.

AM and PM peak hour turning movement counts and the 24-hour counts made as a part of this study are shown on Figure 3, "Existing Traffic Volumes."

TRIP GENERATION and SITE TRAFFIC PROJECTIONS

The Trip Generation, an Informational Report (7th Edition), 2004, published by the Institute of Transportation Engineers (ITE) and The Trip Generation Software (Version 5 by Microtrans), were utilized in calculating the magnitude of traffic volumes expected to be generated by the proposed residential land uses of this development. These are reliable sources for this information and are universally used in the traffic engineering profession.

Using the selected trip generation rates, calculations were made as a part of this study to provide a reliable estimate of traffic volumes that can be expected to be associated with the development as proposed. Applying the appropriate trip-generation rates to the land uses proposed for development makes these calculations. Results of these calculations are summarized on Table 4, "Trip-Generation Summary," following.

These data have not been adjusted for "pass-by" trips (i.e. that portion of the site destined traffic that could come from the existing adjacent street traffic stream) due to the land-uses and location of the site. The majority of the vehicle trips to and from the site are not expected to be in the existing traffic volumes.

Full Build-Out			24-HOUR TWO-WAY WEEKDAY VOLUME	AM PEAK HOUR VOLUME		PM PEAK HOUR VOLUME	
PROPOSED LAND USE	APPROXIMATE SIZE	ITE CODE		ENTER	EXIT	ENTER	EXIT
Single Family Residential (Phase 1)	89 Lots	210	852	17	50	57	33
Single Family Residential (Phase 2)	33 Lots	210	316	6	18	21	12
Single Family Residential (Phase 3)	41 Lots	210	392	8	23	26	15
Single Family Residential (Phase 4)	6 Lots	210	57	1	3	4	2
Residential Townhomes (Phase 4)	39 Units	230	229	3	14	14	7
Residential Condominiums (Phase 5)	50 Units	230	293	4	19	18	9
Residential Condominiums (Phase 6)	64 Units	230	375	4	24	22	11
		TOTALS:	**2,514**	**43**	**151**	**162**	**89**
		TOTAL ENTERING + EXITING		**194**		**251**	

Table 4 – Trip Generation Summary

CAPACITY ANALYSIS

Results and Level of Service Analysis

Existing Traffic Conditions

Capacity and level of service analysis was performed for existing traffic conditions (existing traffic volumes, lane geometry and traffic control) for the adjacent street AM and PM peak hours for the intersection of Highway 16 and Stone Bridge Road / Dead Horse Mountain Road.

As indicated in Table 5, "Level of Service Summary – Existing Traffic Conditions," for the intersection of Highway 16 and Stone Bridge Road / Dead Horse Mountain Road all of the existing vehicle movements for existing traffic conditions presently operate at what calculates as an acceptable LOS "D" or better for the AM and PM peak hours except for the northbound vehicle movements on Stone Bridge Road (Horse Mountain Road) at Highway 16 with "Stop" sign control during the AM peak hour (LOS "E") and PM peak hour (LOS "F").

Traffic volumes used for this analysis are shown on Figure 3, "Existing Traffic Volumes."

EXISTING TRAFFIC CONDITIONS		Traffic Control												Overall Intersection
PEAK HR	INTERSECTION					WB LT	WB TH	WB RT						
			PEAK HOUR - LEVEL OF SERVICE											
AM	Highway 16 and Stone Bridge Road	SIGN	A			A			E			B		n/a
PM			A			A			F			D		n/a

Table 5 - Level of Service Summary - Existing Traffic Conditions

Results and Level of Service Analysis

Projected Traffic Conditions

Capacity and LOS analysis was performed for the projected traffic conditions with the full-build of the residential development (includes Phases 1 thru 6) for the following intersections:

- Highway 16 and Stone Bridge Road (Dead Horse Mountain Road)
- Dead Horse Mountain Road and Drive A.

This analysis was performed for AM and PM peak hours projected traffic.

Traffic volumes used for this analysis are shown on Figure 8, "Site-Generated Traffic Plus Existing Traffic Volumes – AM and PM Peak Hours." The operating conditions projected to exist at these intersections are summarized in Table 6, "Level of Service Summary - Projected Traffic Conditions."

As indicated in Table 6, "Level of Service Summary - Projected Traffic Conditions - Phase 1," all of the vehicle movements at the two intersections analyzed are projected to operate at an acceptable LOS "C" or better during the AM and PM peak hours except for the following:

- The northbound vehicle movements on Stone Bridge Road at Highway 16 (LOS "F") with "Stop" sign control for the AM and PM peak hours. This vehicle movements is expected to improve to an acceptable LOS "C" with traffic signal control plus the addition of an eastbound right-turn lane on Highway 16 at Stone Bridge Road.
- The southbound vehicle movements on Stone Bridge Road at Highway 16 (LOS "E") with "Stop" sign control for the PM peak hour. This vehicle movements is expected to improve to an acceptable LOS "C" with traffic signal control plus the ad-

PROJECTED TRAFFIC CONDITIONS		Traffic Control			WB LT	WB TH	WB RT					Overall Intersection
PEAK HR	INTERSECTION		PEAK HOUR - LEVEL OF SERVICE									
AM	Highway 16 and Stone Bridge Road	SIGN	A	A	A			F		C		n/a
		SIGNAL	A	A	B			C		B		B
PM		SIGN	A	A	A			F		E		n/a
		SIGNAL	B	A	A			C		C		B
AM	Dead Horse Mountain Road and Drive A	SIGN			A		A		A	A		n/a
PM					A		A		A	A		n/a

Table 6 - Level of Service Summary - Projected Traffic Conditions

dition of an eastbound right-turn lane on Highway 16 at Stone Bridge Road.

Projected traffic conditions, analysis was conducted with the following roadway conditions assumed:

- With and without traffic signal control at the intersection of Highway 16 and Stone Bridge Road.
- Highway 16 widened at Stone Bridge Road to accommodate the addition of an eastbound right-turn lane.
- Drive A constructed as a two-lane roadway consisting of an inbound lane and an outbound lane.

There is expected to be reserve capacity and better LOS results once the future City-proposed roadway improvements to include Highway 16 widened to a four-lane roadway with additional left-turn lanes at Stone Bridge Road. Those improvements also include the construction of an eastbound and a westbound left-turn lane on Highway 16 at Stone Bridge Road and a northbound and a southbound left-turn lane on Stone Bridge at Highway 16.

TRAFFIC SIGNAL WARRANTS ANALYSIS

In evaluating the need for a traffic signal, certain established warrants must be examined by a comprehensive investigation of traffic conditions and physical characteristics of the location. The decision to install a traffic signal at a particular location must be evaluated quantitatively relative to these warrants. Satisfaction of conditions for only one of the warrants, as specified, is required for signalization. These warrants, as specified in the Manual on Uniform Traffic Control Devices (MUTCD), are described in detail in the appendix of this report. They are summarized as follows:

- **Warrant One: Eight-Hour Vehicular Volume**
- **Warrant Two: Four-Hour Vehicular Volume**
- **Warrant Three: Peak Hour**
- **Warrant Four: Pedestrian Volume**
- **Warrant Five: School Crossing**
- **Warrant Six: Coordinated Signal System**
- **Warrant Seven: Crash Experience**
- **Warrant Eight: Roadway Network**

Traffic signal warrants analysis was made for existing and for projected traffic conditions (includes Phases 1 through 6 development of Villas at Stonebridge) for the intersection of Highway 16 and Stone Bridge Road.

Signal Warrants Results

It was found that traffic signal warrants are not currently met for the intersection of Highway 16 and Stone Bridge Road with existing traffic volumes. Volumes are currently not sufficient at this intersection to satisfy any warrants. The traffic signal warrants analysis results for the intersection of Highway 16 and Stone Bridge Road is summarized in Table 7, "Traffic Signal Warrants Results - Highway 16 and Stone Bridge Road - Existing Conditions."

It was found that traffic signal warrants are projected to be met for the intersection of Highway 16 and Stone Bridge Road at full build-out of this development as proposed (includes Phases 1 through 6 development of Villas at Stonebridge). Volumes are projected to be sufficient at this intersection to satisfy Warrants 1B, 2 and 3. The traffic signal warrants analysis results for the intersection of Highway 16 and Stone Bridge Road for this condition is summarized in Table 8, "Traffic Signal Warrants Results - Highway 16 and Stone Bridge Road - Projected Conditions - Full Build-Out." It was further found that traffic signal warrants are projected to be met for the intersection of Highway 16 and Stone Bridge Road once traffic associated with Phase 1 of the Villas at Stonebridge development as proposed is included. Signal warrants continue to be met as subsequent development occurs.

FINDINGS AND RECOMMENDATIONS

Findings of this study are summarized as follows:

- Analysis for existing traffic conditions (existing traffic volumes, lane geometry and traffic control) were conducted for the adjacent street AM and PM peak hours. For the intersection of Highway 16 and Stone Bridge Road / Dead Horse Mountain Road all of the existing vehicle movements for existing traffic conditions presently operate at what calculates as an acceptable LOS "D" or better for the AM and PM peak hours except for the northbound vehicle movements on Stone Bridge Road (Horse Mountain Road) at Highway 16 with "Stop" sign control during the AM peak hour (LOS "E") and PM peak hour (LOS "F").

- Capacity and LOS analysis was performed for the projected traffic conditions with the full-build of the residential development (includes Phases 1 thru 6) for the adjacent street AM and PM peak hours. All of the vehicle movements at the two intersections analyzed are projected to operate at an acceptable LOS "C" or better during the AM and PM peak hours except for the following:

    - The northbound vehicle movements on Stone Bridge Road at Highway 16 (LOS "F") with "Stop" sign control for the AM and PM peak hours. This vehicle movements is expected to improve to an acceptable LOS "C" with traffic signal control plus the addition of an eastbound right-turn lane on Highway 16 at Stone Bridge Road.
    - The southbound vehicle movements on Stone Bridge Road at Highway 16 (LOS "E") with "Stop" sign control for the PM peak hour. This vehicle movements is expected to improve to an acceptable LOS "C" with traffic signal control plus the addition of an eastbound right-turn lane on Highway 16 at Stone Bridge Road.

- Projected traffic conditions, analysis was conducted with the following roadway conditions assumed:

    - With traffic signal control at the intersection of Highway 16 and Stone Bridge Road.

    - Highway 16 widened at Stone Bridge Road to accommodate the addition of an east-bound right-turn lane.

    - Drive A constructed as a two-lane roadway consisting of an inbound lane and an out-bound lane.

- There is expected to be reserve capacity and better LOS results once the future City-proposed roadway improvements to include Highway 16 widened to a four-lane roadway with additional left-turn lanes at Stone Bridge Road. Those improvements also include the construction of an eastbound and a west-bound left-turn lane on Highway 16 at Stone Bridge Road and a northbound and a southbound left-turn lane on Stone Bridge at Highway 16.

- It was found that traffic signal warrants are not currently met for the intersection of Highway 16 and Stone Bridge Road with existing traffic volumes.

- It was found that traffic signal warrants are projected to be met for the intersection of Highway 16 and Stone Bridge Road at full build-out of this development as proposed (includes Phases 1 through 6 development of Villas at Stonebridge). It was further found that traffic signal warrants are projected to be met for the intersection of Highway 16 and Stone Bridge Road once traffic associated with Phase 1 of the Villas at Stonebridge development as proposed is included. Signal warrants continue to be met as subsequent development occurs.

- The subdivision internal street network proposed to serve this site will serve the ingress and egress needs of the site well if constructed as two-lane roadway sections.

- The sight distance was examined and found to be satisfactory for traffic entering and exiting the site via the intersection of Drive A and Dead Horse Mountain Road.

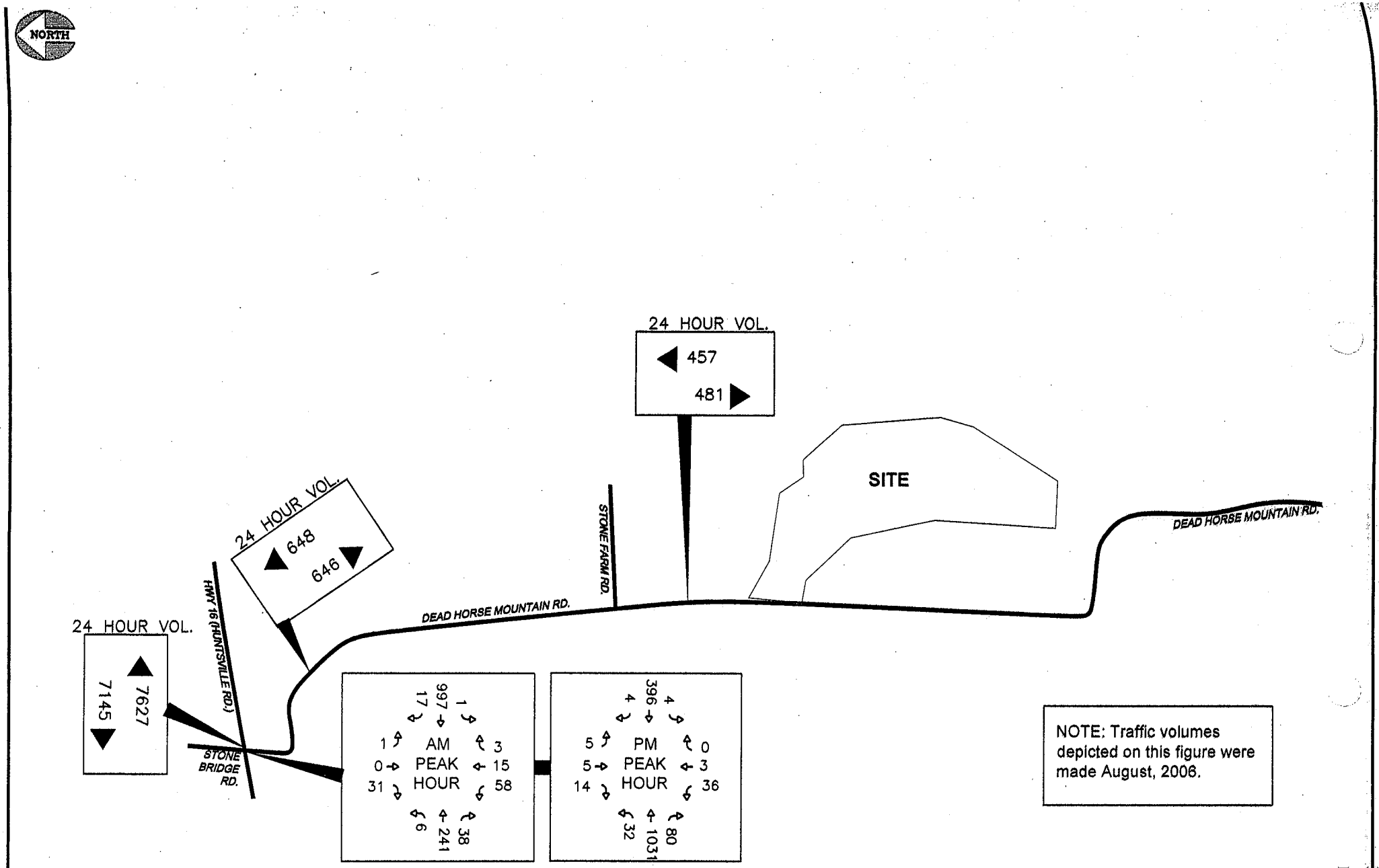
Recommendations of this study are summarized as follows:

- It is recommended that an interim design span-wire mounted traffic signal be constructed at the intersection of Highway 16 and Stone Bridge Road coincident with the development of Phase 1. Traffic signal control at this intersection is appropriate. The opportunity of cost sharing with other beneficiaries should be explored. This traffic signal could serve traffic control needs until Highway 16 improvements are completed.

- It is recommended that a minimum 120-foot (plus taper) eastbound right-turn lane be constructed on Highway 16 at Stone Bridge Road in order to ease the potential queuing of eastbound traffic. This should be constructed at which time the recommended traffic signal is constructed. This should be considered an interim improvement to serve until Highway 16 improvements are completed.

- Intersection improvements (eastbound right-turn lane on Highway 16 at Stone Bridge Road and traffic signal at the intersection of Highway 16 and Stone Bridge Road) must conform to design standards of the City of Fayetteville and AHTD and will require approval by both the City and AHTD.

- It is recommended that the new streets be constructed as a part of this development to conform to the City of Fayetteville design standards which will also require approval by the City of Fayetteville.



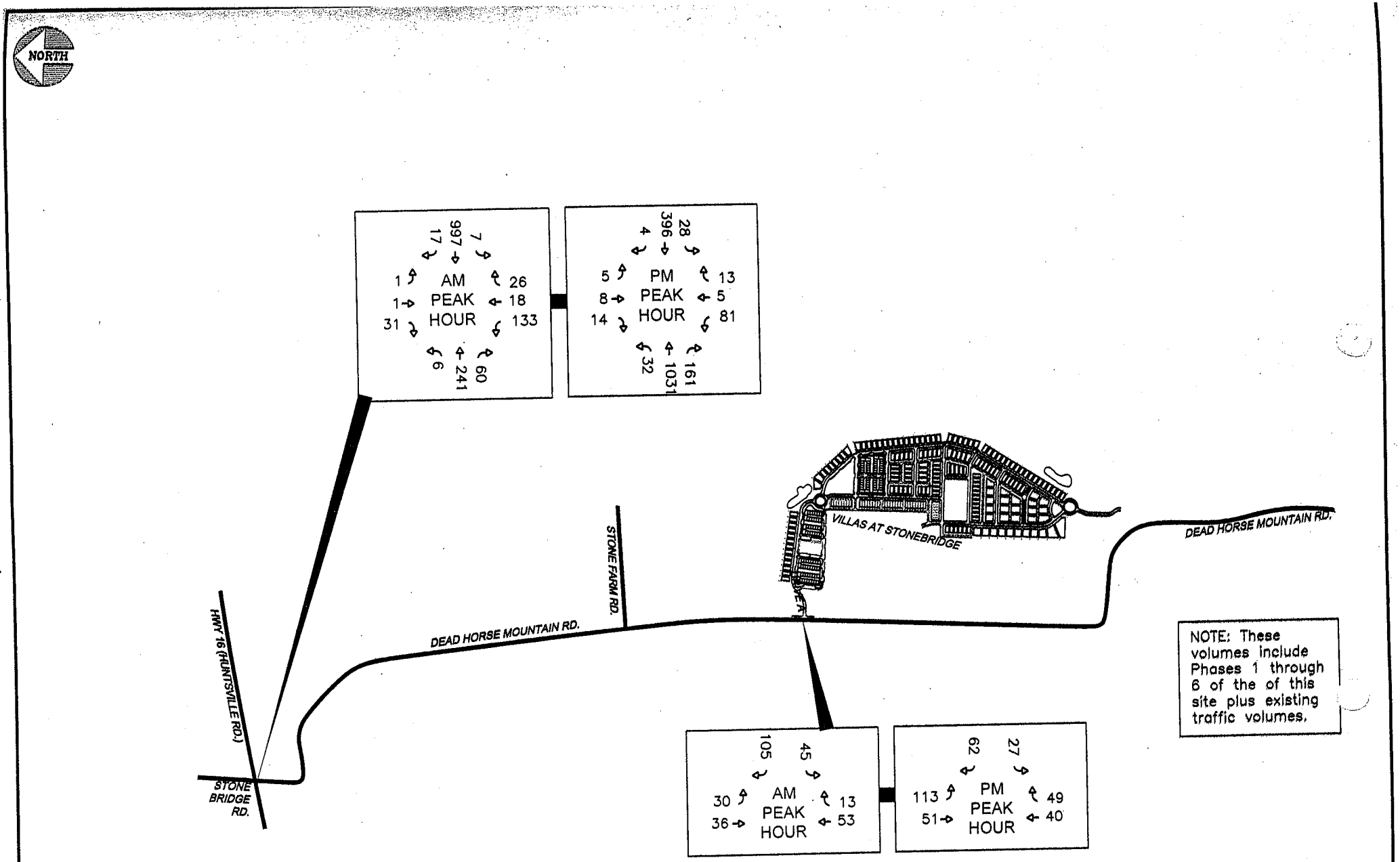
PROJECT No. P-1224
DATE: 11-7-06

PETERS & ASSOCIATES
ENGINEERS, INC.

VILLAS AT STONEBRIDGE
DEAD HORSE MOUNTAIN ROAD
FAYETTEVILLE, ARKANSAS

EXISTING TRAFFIC VOLUMES

FIGURE No.
3



PROJECT No. P-1224
DATE: 11-7-06

PETERS & ASSOCIATES
ENGINEERS, INC.

VILLAS AT STONEBRIDGE
DEAD HORSE MOUNTAIN ROAD
FAYETTEVILLE, ARKANSAS

SITE-GENERATED TRAFFIC PLUS
EXISTING TRAFFIC VOLUMES
AM AND PM PEAK HOURS

FIGURE No.
8

PETERS & ASSOCIATES
ENGINEERS, INC.

April 2, 2008

Mr. Todd Jacobs
Appian Centre for Design
217 E. Dickson St.
Suite 104
Fayetteville, Arkansas 72701

Re: P1224
ADDENDUM to Traffic Study (Dated November 9, 2006)
Villas at Stonebridge
Fayetteville, Arkansas

Dear Jacobs:

As requested, Peters and Associates Engineers, Inc. has prepared this Addendum to our traffic study report dated November 9, 2006. This Addendum addresses traffic signal warrants analysis for projected traffic conditions with the construction of Phase 1 only (Phase 1 includes 91 single-family residential lots) for the intersection of Highway 16 and Stone Bridge Road in Fayetteville, Arkansas. The development of Phase 1 is now different than that which was included in the traffic study dated November 9, 2006.

Traffic signal warrants analysis was conducted for projected traffic volumes that include site-generated traffic associated with the Phase 1 development of the site plus existing traffic volumes for the intersection of Highway 16 and Stone Bridge Road. It was found that traffic signal warrants are projected to be met for this intersection coincident with the development of Phase 1 of the site. Volumes are projected to be sufficient to satisfy Warrant 3. The traffic signal warrants analysis results for the intersection of Highway 16 and Stone Bridge Road are summarized on Table A, "Traffic Signal Warrants Results – Highway 16 and Stone Bridge Road - Projected Traffic Conditions – Phase 1 Development Only."

5507 RANCH DRIVE - SUITE 205 LITTLE ROCK, ARKANSAS 72223 (501) 868-3999 FAX: (501) 868-9710

FINAL RESULTS: **Traffic Signal Warrants Analysis**
Projected Conditions
Phase 1
Major St.: Hwy 16 (Huntsville Rd.)
Minor St.: Stone Bridge Road

Hour warrant was met:

			VOLUME		COMB.			4 Hr.	Peak
			350	525	280		420		
			105	52	84		41		
HOUR	SUM MAJOR	MAX. MINOR	1A	1B		1AB		2	3
7:00	1331	99	0	1	1	1	1	1	1
8:00	993	89	0	1	1	1	1	1	1
9:00	728	50	0	0	0	0	1	0	0
10:00	758	43	0	0	0	0	1	0	0
11:00	821	30	0	0	0	0	0	0	0
12:00	992	42	0	0	0	0	1	0	0
13:00	934	40	0	0	0	0	0	0	0
14:00	823	42	0	0	0	0	1	0	0
15:00	961	43	0	0	0	0	1	0	0
16:00	1348	66	0	1	0	0	1	1	0
17:00	1571	55	0	1	0	0	1	0	0
18:00	999	46	0	0	0	0	1	0	0
19:00	618	50	0	0	0	0	1	0	0
20:00	538	34	0	0	0	0	0	0	0
21:00	448	27	0	0	0	0	0	0	0
			0	4		2		3	2

This intersection SATISFIES the warrants for signalization as outlined in the "M.U.T.C.D."

***Table A** – Traffic Signal Warrants Results – Highway 16 and Stone Bridge Road Projected Traffic Conditions – Phase 1 Development Only*

Findings and recommendations of this Addendum are summarized as follows:

- It was found that traffic signal warrants are projected to be met for the intersection of Highway 16 and Stone Bridge Road coincident with the proposed Phase 1 development of the Villas at Stonebridge site.

- It is recommended (as stated in the traffic study report dated November 9, 2006) that a fully-actuated traffic signal be installed at the intersection of Highway 16 and Stone Bridge Road coincident with proposed Phase 1 development of the Villas at Stonebridge site.

- Traffic signal warrants are very close to being met with existing traffic volumes at the intersection of Highway 16 and Stone Bridge Road. It is estimated that additional traffic associated with approximately 14 single-family homes will be sufficient, in combination with existing traffic volumes to satisfy traffic signal warrants at the study intersection.

- Findings and recommendations in the traffic study dated November 9, 2006 are still appropriate for this development.

If you have any questions or need additional information, please contact us.

Sincerely,
PETERS & ASSOCIATES ENGINEERS, INC.

Ernest J. Peters, P.E.
President

ACD

PLANNING
URBAN DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING

APPIAN CENTRE FOR DESIGN

March 25, 2008

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

RE: Villas at Stonebridge - Traffic Signal and Street Improvements on Dead Horse Mountain Road

The following is a proposal to the City of Fayetteville for a traffic signal at the intersection of Dead Horse Mountain Road and Arkansas State Hwy 16, and improvements to Dead Horse Mountain Road.

In the absence of an assessment of the surrounding areas, current and future developments should be treated equally and fairly, such that, current and future development projects each pay a reasonable share for improvements. A reasonable share should take into consideration the increased traffic generation from developments in the vicinity that impact Arkansas State Hwy 16.

Intersection of Dead Horse Mountain Road and Arkansas State Hwy 16 Traffic Light: Villas at Stonebridge project proposes to pay $75,000 towards the cost of constructing a new traffic signal to be located at the aforementioned intersection. Given this area's substantial growth over the past ten years and predicted future growth, we argue that the full burden of a traffic signal should not be borne according to the most current project presented to the City of Fayetteville for development approval. Instead, the Villas at Stonebridge project should contribute a portion of the total cost. We are requesting that the associated money be paid proportionally per phases of the Villas at Stonebridge project.

Dead Horse Mountain Road Street Improvements: The Villas at Stonebridge project proposes to give $100,000 to the City of Fayetteville for the improvements to Dead Horse Mountain Road. The City has requested that an overlay be constructed on Dead Horse Mountain Road. However, any constructed overlay will be replaced when the adjacent properties are developed. In addition, growth along Dead Horse Mountain Road is expected because of the recent addition of water and sewer, So, while we do acknowledge that the Villas at Stonebridge will have an impact on Dead Horse Mountain Road, we would rather see the proposed $100,000 go towards something that will benefit the City long-term then a temporary overlay that will be removed in the coming years. Therefore, we are requesting that the associated money be paid proportionally per phase of the Villas at Stonebridge project.

Sincerely,

Todd Jacobs
Appian Centre for Design, Inc.
Director of Design
217 East Dickson Street Ste. 104
Fayetteville, AR 72701
Phone: 442-1444
Fax: 442-1450

ACD
PLANNING
URBAN DESIGN
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
APPIAN CENTRE FOR DESIGN

December 19, 2007

Mr. Ron Petri and Mr. Jeremy Pate
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Villas @ Stonebridge Traffic Signal and Bridge Assessment

The following is the Appian Centre for Design's proposal to the City of Fayetteville for traffic signal and bridge assessments associated with the Villas at Stonebridge.

The Appian Centre for Design proposes that the Villas at Stonebridge project be assessed for a percentage of the construction costs proportional to the traffic generated from this development to construct a new traffic signal to be located at the intersection of Dead Horse Mountain Road and Arkansas State Hwy 16 as well as a new bridge along Dead Horse Mountain Road over the West Fork of the White River. The following is a rational nexus calculation for this assessment:

Projected Traffic for Full Build Out = 2,514 vpd

- Assume 40% will go south on Dead Horse Mountain Road = 1006 vpd
- Assume 60% will go north on Dead Horse Mountain Road = 1508 vpd

TRAFFIC SIGNAL ASSESSMENT

Probable Costs of Traffic Signal Plus Intersection Improvements	= **$225,000**
Projected traffic from Full Build-Out of Phase 1 using Signal	= 1508 vpd
Minor Arterial traffic capacity	= 14,800 vpd
% traffic from Phase 1	= 10%
Villas at Stonebridge Phase 1 Signal Assessment Costs	**= $22,500**

BRIDGE ASSESSMENT

City of Fayetteville's Construction Costs Estimate for Bridge	= **$2,160,000**
Projected traffic from Full Build-Out using Bridge	= 1508 vpd
Minor Arterial traffic capacity	= 14,800 vpd
% traffic from Phase 1	= 10%
Villas at Stonebridge Bridge Assessment Costs	**= $216,000**

This development is planned to take approximately 3 to 8 years for full buildout. As the phases will occur over time, we are requesting that the collection of the associated assessment be paid per construction phase. The following payment schedule is being requested:

169 Single Family Dwellings at a rate of $820.00	= $138,580
153 Multifamily Townhomes at a rate of $653.25	= $99,947
Villas at Stonebridge Total Assessment	**= $238,527**

(Request collection per construction phase at time of building permits)

Sincerely,

Todd Jacobs
Director of Design
Appian Centre for Design
217 East Dickson Street, Suite 104
Fayetteville, Arkansas 72701
Office: 479-442-1444
Fax: 479-442-1450
Mobile: 479-466-1717

appian centre for design

land planning environmental engineering

November 2, 2006

Mr. Ron Petri and
Mr. Jeremy Pate
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Villas @ Stonebridge Traffic Signal and Bridge Assessment

The following is the Appian Centre for Design's proposal to the City of Fayetteville for traffic signal and bridge assessments associated with the Villas at Stonebridge.

The Appian Centre for Design proposes that the Villas at Stonebridge project be assessed for a percentage of the construction costs proportional to the traffic generated from this development to construct a new traffic signal to be located at the intersection of Dead Horse Mountain Road and Arkansas State Hwy 16 as well as a new bridge along Dead Horse Mountain Road over the West Fork of the White River. The following is a rational nexus calculation for this assessment:

Projected Traffic for Full Build Out	= 2,514 vpd
• Assume 40% will go south on Dead Horse Mountain Road	= 1006 vpd
• Assume 60% will go north on Dead Horse Mountain Road	= 1508 vpd

TRAFFIC SIGNAL ASSESSMENT

Probable Costs of Traffic Signal Plus Intersection Improvements	**= $225,000**
Projected traffic from Full Build-Out of Phase 1 using Signal	= 1508 vpd
Minor Arterial traffic capacity	= 14,800 vpd
% traffic from Phase 1	= 10%
Villas at Stonebridge Phase 1 Signal Assessment Costs	**= $22,500**

BRIDGE ASSESSMENT

City of Fayetteville's Construction Costs Estimate for Bridge	**= $2,160,000**
Projected traffic from Full Build-Out using Bridge	= 1508 vpd
Minor Arterial traffic capacity	= 14,800 vpd
% traffic from Phase 1	= 10%
Villas at Stonebridge Bridge Assessment Costs	**= $216,000**

The improvements planned for the area are expected to take approximately 3 to 6 years. As the improvements will occur over time, we are requesting that the collection of the associated assessment fees be staggered to better account for the true time of impact rather than at the time of final plat. The following payment schedule is being requested:

169 Single Family Dwellings at a rate of $820.00	= $138,580
153 Multifamily Townhomes at a rate of $653.25	= $99,947
Villas at Stonebridge Total Assessment (requested collection at time of building permits)	**= $238,527**

Sincerely,

Todd Jacobs

Todd Jacobs
Project Manager
Appian Centre for Design
479.466.8115

file copy

RECEIVED
NOV 0 2 2006
CITY OF FAYETTEVILLE
PLANNING DIVISION

DRAFT COPY

Meeting Oct 6
- J. Nock, Steve Arst,
Todd Jacobs, Hank & Alex Broyles
- Ron P., Jerry P., Jim Corkhill

October 2, 2006

Mr. Matt Casey, P.E.
City of Fayetteville - Engineering Division
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Villas @ Stonebridge Traffic Signal and Bridge Assessment

The following is Critical Path's proposal to the City of Fayetteville for traffic signal assessments associated with the first phase of Villas @ Stonebridge

Critical Path proposes that the Villas @ Stonebridge project be assessed for a percentage of the construction costs proportional to the traffic generated from phase 1 of this development to construct a new traffic signal at the intersection of Dead Horse Mountain Road and Arkansas State Hwy 16 and a new bridge over the West Fork of the White River. The following is a rational nexus calculation for this assessment:

Projected Traffic for Full Build Out	= 2,514 vpd
• Assume 40% will go south on Dead Horse Mountain Road	= 1006 vpd
• Assume 60% will go north on Dead Horse Mountain Road	= 1508 vpd

TRAFFIC SIGNAL ASSESSMENT

Probable Const. Costs Traffic Signal Plus Intersection Improvements	= **$225,000**
Projected traffic from Full Build-Out of development using Bridge	= 1508 vpd
Minor Arterial traffic capacity	= 14,800 vpd
% traffic from development	= 10%
Villas @ Stonebridge for Full Build out Percentage of Costs	**= $22,500**

BRIDGE ASSESSMENT

City's Construction Costs Estimate for Bridge	= **$2,160,000**
Projected traffic from Full Build-Out of development using Bridge	= 1508 vpd
Minor Arterial traffic capacity	= 14,800 vpd
% traffic from development	= 10%
Villas @ Stonebridge for Full Build Out Percentage of Costs	**= $216,000**

Sincerely,

Todd Jacobs
Critical Path Design
Phone – 466-8115

Villas at Stonebridge
Planning Commission Minutes
September 22, 2008

Unfinished Business:

R-PZD 06-2170: (VILLAS AT STONEBRIDGE, 645/646): Submitted by APPIAN CENTRE FOR DESIGN for property located S OF HWY. 16E AND E OF GOFF FARM ROAD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 53.03 acres. The request is for zoning, land use and preliminary plat approval for a Residential Planned Zoning District with a maximum of 350 dwelling units and 45,000 s.f. of non-residential space. Phase I development approval consists of 91 single family lots.

Jesse Fulcher, Current Planner, gave the staff report, describing the project, including changes from the last review: 354 to 350 dwelling units, removal of commercial uses up front, etc. He discussed the findings in the taff report, concerns with density and incompatible land use patterns, lack of adequate infrastructure to serve this development, etc. Staff recommends denial, based on findings within the staff report. Should the Planning Commission recommend approval, conditions have been included.

Commissioner Lack reminded the applicant that there are a few members missing tonight and it takes five votes to forward a PZD request.

Todd Jacobs, applicant, described changes, including moving townhouses to interior of project, so single-family is adjacent to exterior, removing the mixed use area for the time being, making the park public. We looked at the Villas as a TND development vs. a conventional subdivision. This is an opportunity to provide a neighborhood that is designed, sustainable, and has a sense of place. We tried to create a neighborhood that is different, making great public places. Jacobs discussed bus service in the area, in the long term future. After the last discussion, we looked at comments and tried to look at the best use on this property. He discussed sprawl and the lack of usable/developable area in this area. Is it appropriate to gobble up this land with conventional subdivisions? We don't think so. Services will follow rooftops. We are trying to set up a standard for other developers to follow, in using/developing another flat area out here. This is an 8-year phased project, giving this area of town the opportunity to grow. With planning, this allows the services and infrastructure to grow with the development of the project. There are five phases over seven years. Jacobs discussed St. Paul Park and trailhead. A park wouldn't exist in a conventional neighborhood. We do have to do a higher density to make the TND work. We hope to have support and look forward to Planning Commission comments.

No public comment was received.

Commissioner Lack stated he would like to hear some dialogue from the applicant about why the commercial was removed.

Jacobs stated that he looked at the phasing over 8 years, and didn't believe it was the most key element to support the project. We did try to include live-work component within the residential, to provide that opportunity. We will leave that area zoned R-A for now, and flush it out better at a later

date.

Commissioner Lack stated that he thinks the services are part of what is shaky about the location of the project. To remove the commitment of providing the services may hurt the idea of the project.

Commissioner Anthes asked if PA-7 (R-A zoning) was the area originally planned for commercial. If so, is that sufficient acreage for a commercial node?

Jacobs stated he has looked at some conceptual design, and there is room for light office/retail.

Commissioner Anthes asked if the applicant was aware of staff's recommendation on condition #5, wherein staff recommends that the limited commercial uses be incorporated as previously reviewed if this goes forward.

Jacobs stated that he believes that's a catch-22, where staff doesn't support it, but then does. He discussed the concern with number of rooftops and use being proposed.

Commissioner Anthes disagreed, stating she doesn't feel staff is double-speaking, or saying two different things. Staff has made its determination and a recommendation that is not in favor of this project at this time, but with the knowledge that Planning Commission and City Council may disagree. If these bodies do disagree, staff has provided recommended conditions of approval.

Jacobs stated that if the Planning Commission feels it appropriate to put it back, that we will be more than happy to put it in, where we thought it was best to take it out at the time from our last meetings and meetings with the staff.

Commissioner Winston read from the project booklet about services and amenities being provided along Dead Horse Mountain Rd. This must be a mis-print? He stated he did like commercial services in the first plan, reducing vehicle trips by providing small services, etc. Winston referred to the buildable area in this area of the city.

Jacobs stated he had looked at buildable area south of Hwy 16, and discussed surrounding development and properties.

Commissioner Winston stated that the first four goals of City Plan 2025 were not really being addressed. This area's services seem rather limited, and this is kind of far out there.

Jacobs stated that 6-8 dwelling units/acre would support bus service – they are not looking at providing this project with that service.

Commissioner Anthes asked if the bridge improvements were funded.

Pate stated that the project is currently under design, to the best of his knowledge. We don't know the construction schedule; initially was planned to begin at the end of this year/beginning of next

year.

Commissioner Anthes wondered if staff would support RSF-4 at this location.

Pate stated that staff may or may not support RSF-4; development patterns and previous future land use plans certainly supported those types of policy decisions. That's not been tested too much under CityPlan 2025. The RSF-4 development pattern isn't necessarily consistent with those goals and identified policies within the current plan. Whether officials agree if it's a rational means of developing the city… the challenge here in looking at a standard RSF-4 zoning and a PZD, you still have the same rezoning findings, the same CityPlan 2025 goals and objectives. Without giving a recommendation, it could be difficult to support. South of this, the Falling Waters subdivision is probably more of a conventional subdivision approved through a PZD process. However, it did establish much tighter, stricter development standards, Tree Preservation requirements, hilltop/hillside requirements when there weren't any in existence. So, for instance, in this land with a traditional neighborhood development form, it's not really preserving any land on the property. Instead, it's anticipating everyone else outside the boundaries is going to do that for this project without trying to address it within the boundaries. That's a concern in these developments on the outskirts of the city. There are still a lot of property that could potentially be developed between here and the center of the city.

Commissioner Anthes asked what infrastructure would need to be in place for staff to recommend approval.

Pate stated that one of the primary goals of the Residential Neighborhood Area is to site new residential neighborhoods adjacent to infrastructure, roadways, alternative transportation and other business services that would support the density that is whatever is being proposed. Based on the density, we have a rational nexus approach – this many units, this much infrastructure – on a development-by-right project. I don't believe staff could recommend the improvements necessary at this point in time and still be within that rational nexus. It would be above and beyond what this project could legally be imposed upon to do. I think the bridge improvements are necessary. I think Goff Farm Rd. and Dead Horse Mountain Road are both substandard streets that need to be improved. There are questions about the intersection at Stonebridge and Hwy 16. Slowly, improvements do occur. One of the other goals with City Plan 2025 is to have concurrent infrastructure with development. That's the challenge here, because development is getting ahead of the infrastructure, which is unfortunately a typical scenario in fast-growing communities. The idea of impact fees would potentially help that, but obviously we don't have that in place now. So, it's a difficult question to answer specifically without looking at everything to get to this site. It's not adjacent to a major roadway network. It's three miles away from major infrastructure. Potentially, if improvements were made to Hwy 16 to get to Goff Farm Rd, or Stonebridge, that would certainly help.

Commissioner Anthes stated that in one of staff's findings it reads that, "staff does not find that the developer should bear the burden of all these expenses," yet those expenses are necessary to make the project viable in staff's recommendation. That's why staff has ultimately recommended denial. I

think that's a huge statement in the findings that says we want our findings and assessments to meet the rational nexus calculations, but to make them work for this plan, it's going to blow the project budget completely beyond what would be required if this development was happening in an already populated area. What are the possibilities for east-west connections other than Hwy 16?

Pate stated that fortunately, our Master Street Plan really looked at that with a lot more detail than we ever have before when we passed that last year. It's not evident necessarily on the maps that we have in front of us, but just south of this project at Falling Waters we actually proposed a residential collector street sort of along the base of the hill far enough up in the floodplain so we wouldn't require major bridges to get east and west, but down far enough on the hill so it's not going over all the hills. That's an east-west connection. There are several more south stub-outs we could potentially tie into. That's one that appears now in our Master Street Plan that will certainly help if those properties are ever developed. The golf course being at its southern boundary here, it skirts around that. I think that will help in this area if Falling Waters is ever constructed and can make those connections.

Commissioner Anthes asked how many houses were planned for the Falling Waters PZD at the time it was approved.

Pate stated he believes it was 255.

Commissioner Anthes asked how many rooftops were in the area.

Pate stated he did not know.

Commissioner Anthes was curious if this development would be doubling the amount of development in the area.

Pate stated that at one point staff did an analysis on how many approved subdivisions that were either under construction or had development rights vested, and it was roughly 600 lots that had approval. This was in 2006 or 2007. We didn't count existing rooftops.

Commissioner Anthes asked if when staff made the recommendation about how much this project would burden the already insufficient infrastructure in the area, were they also taking into account the development rights already vested in the area? If the market turned around and those projects came online right away, would that make this problem worse?

Pate stated that we don't know which projects are going to happen for certain. We don't know what improvements may be accomplished. We don't know if any of the assessments required will be paid because we don't know if those projects are going to happen. So, bridge assessments really haven't come into consideration because in 2005, 2006 those projects stopped construction. The majority of improvements we've seen with subdivisions in this area have been along Goff Farm Road. Goff Farm Road is almost entirely improved along all of those areas, except for a few places.

Commissioner Anthes discussed her concerns with the burden of the project on infrastructure, along with the concern that it could be blanket RSF-4 zoning.

Commissioner Winston stated that if a developer were to put a commercial node nearer to here, at Dead Horse Mountain and Hwy 16, where the project would benefit from that, we probably wouldn't be discussing how the project is so isolated. We can't look at this project in terms of what's not there that nobody has proposed, but I think it would make a real difference, since we're talking about how this project is so far away from services, and how there is a lack of services between Elkins and downtown Fayetteville. This would be my recommendation to the applicant that there are other opportunities out there.

Commissioner Lack asked staff to confirm that there existed just such a commercial node already approved at this location, at the corner of Stonebridge and Hwy 16.

Pate confirmed that this was correct.

Commissioner Lack stated that there was a fairly substantial commercial development with rights approved at that corner currently. I will assume that the reason it's not there is because the numbers haven't gotten there to drive the investment of the commercial yet. Should commercial wait on the houses? One aspect of this project that is characteristically different than other places I would see this far from the center of the city is the golf course. There is a tremendous amount of development around the golf course already and also proposed. There's no way that I can see that the areas around the golf course won't develop fully and be a node of the City of Fayetteville. The street infrastructure is definitely something we have to respond to. The golf course definitely plays a role in that decision for me. I would support the commercial, even if it were just a zoning or the potential for lot sell-off at the entrance to the development at Dead Horse Mountain Rd., as opposed to just leaving it R-A. I am leaning toward the idea of appreciating the better environment of the mixed-use and mixed-density environment enough to be in favor of it.

Commissioner Kennedy stated he tends to agree with Commissioner Lack regarding the golf course. This makes it more accessible to those who can't afford an estate lot. I don't think placing the commercial out there and waiting for houses to pop up will happen. I am in support.

Commissioner Lack asked to go through the conditions. Are commissioners in favor of staff's recommendation? If we do send this forward, we need to ensure it is planned appropriately.

Commissioner Anthes stated that she believes the necessary improvements are going to be costly.

Commissioner Winston stated that it is a lot of money, but he believes the improvements will help this area and be beneficial to current residents in the area.

Commissioner Anthes stated that she understands that staff makes their recommendation based on the rational nexus calculation of what improvements this project should bear. What percentage of the total required improvements does this represent? If staff thinks there are improvements that

would provide the correct amount infrastructure to be able to approve this project, how does that compare with what we're able to assess for this project?

Commissioner Pate stated that it would be difficult to answer. One thing staff does is look at the access points for the project. These access points are separated by a great distance. The street in between is not improved, it is a chip-and-seal road. The increase in density and traffic will begin to deteriorate the road. We also looked at the improvements there. Specifically, the off-site improvements like traffic signals mentioned would help.

Commissioner Lack asked about condition #2, PC determination of a waiver of minimum street design standards, including staff's recommendation, most of which supports the waiver.

Anthes asked staff to clarify the recommendation regarding the landscape spacing waiver.

Pate stated it was simply to provide a standard we had established. It's not a make-or-break issue, but continuing the established standard is something we recommend; there does not seem to be any justification provided to vary from that standard.

Lack asked about condition #3, zoning criteria.

Myres stated she agreed with staff's recommendation on condition #3.

Commissioner Lack asked Pate to comment on condition #3, regarding building area for lots.

Pate stated that when staff looks at a PZD, one of the findings is to compare existing zoning with what's being proposed. What we will do is look at comparative zoning districts and try to establish a development pattern that is consistent and can be expected within the city and in these planning areas as well. Some of those range from 40-60%. We felt a lot of them were too high; the building area would encompass most of the lot, leaving that much less greenspace within the interior of the project. Granted, there is a golf course nearby but it is not owned by these property owners and may not even be accessed by these property owners. We're attempting to ensure that interior to the development plan there will be greenspace areas that will be active for the users.

Commissioner Anthes stated she agreed with staff's recommendation on condition #4.

Commissioner Lack discussed condition #5, regarding PA-6, commercial development.

Commissioner Anthes stated she agreed with staff's recommendation.

Motion:

Commissioner Lack made a motion to forward the request to City Council with a recommendation of approval, in favor of conditions #1, 2 with the exception of B(i) in which I would support staff's recommendation in favor of denial of the waiver, modify condition #3 to modify the development

density, finding against the waiver for the ADU's in condition #4, and finding in favor of staff's recommendation for the determination on condition #5, and all other conditions. **Commissioner Kennedy** seconded the motion.

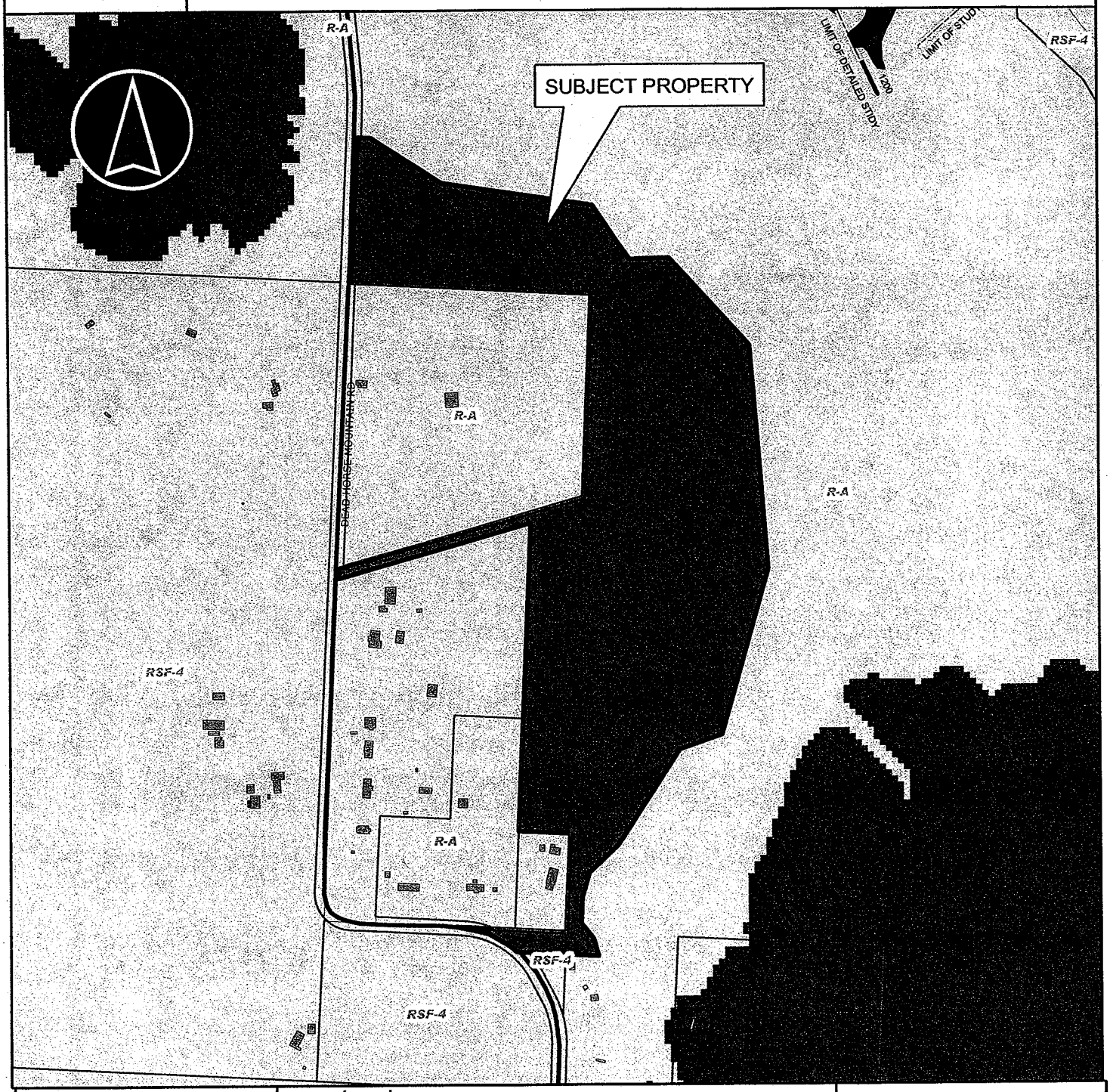
Commissioner Myres stated that she does not support the project. I agree with many of the things discussed about the proposed density being preferable to RSF-2 or RSF-1, but I still don't think the infrastructure can support this amount of development and have to agree with staff that it is not the right time.

Upon roll call the motion to forward the item to the City Council with a recommendation of approval was denied by a vote of 3-4-0, with Commissioners Bryant, Anthes, Myres and Cabe voting "no."

RPZD06-2170

Close Up View

VILLAS AT STONEBRIDGE



Overview

Legend

Overlay District — FLOODWAY — 500 YEAR
— 100 YEAR — LIMIT OF STUDY
BaseLine Profile

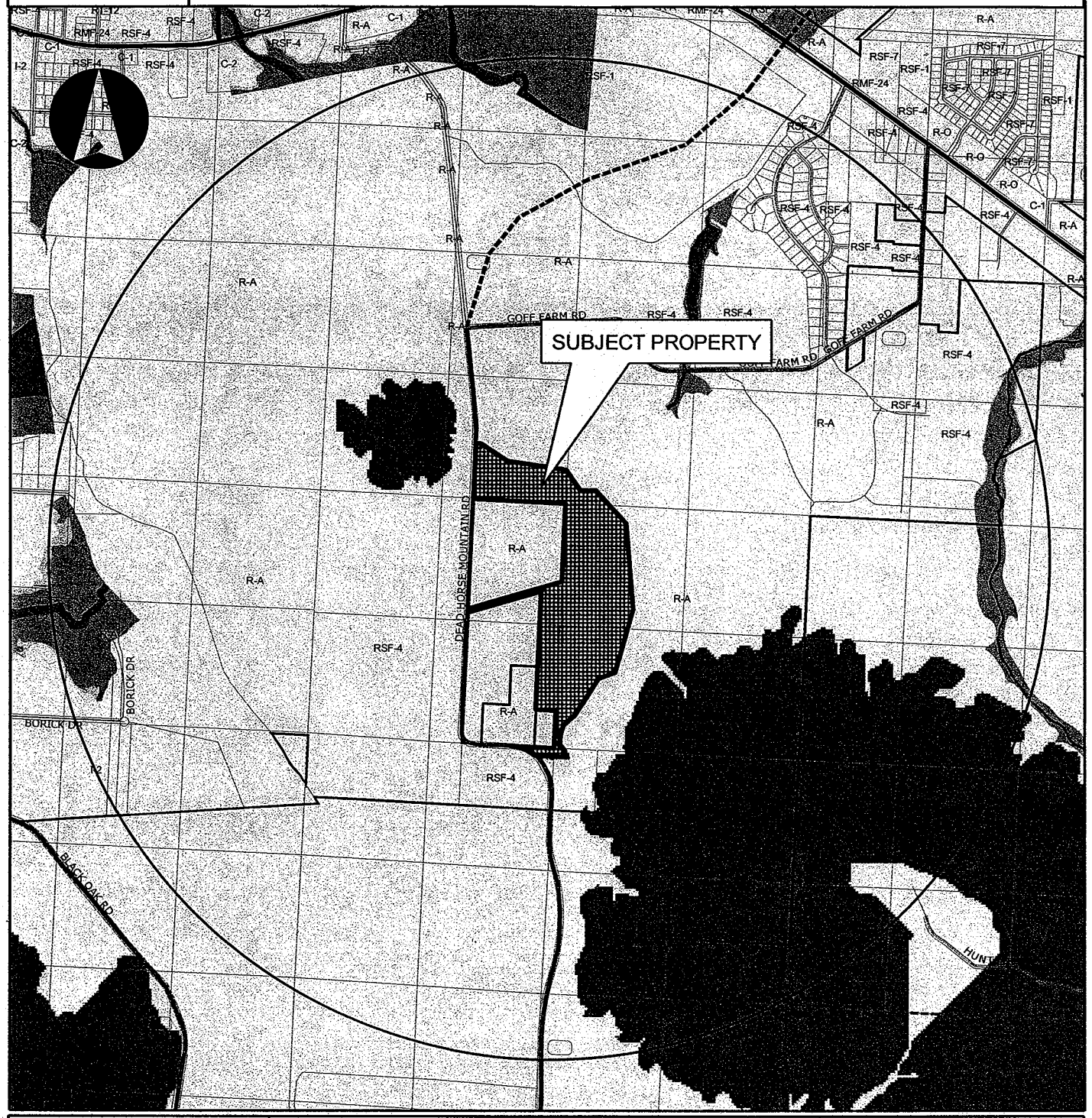
Fayetteville
Outside City
RPZD06-2170
vector.GDB.Footprint_2004
Hillside-Hilltop Overlay District

0 225 450 900 1,350 1,800 Feet

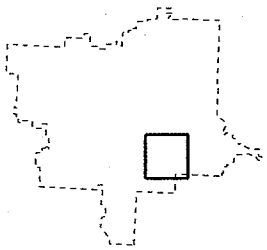
RPZD06-2170

One Mile View

VILLAS AT STONEBRIDGE



Overview



Legend

Subject Property

RPZD06-2170

Boundary

Planning Area

Overlay District

Outside City

Legend

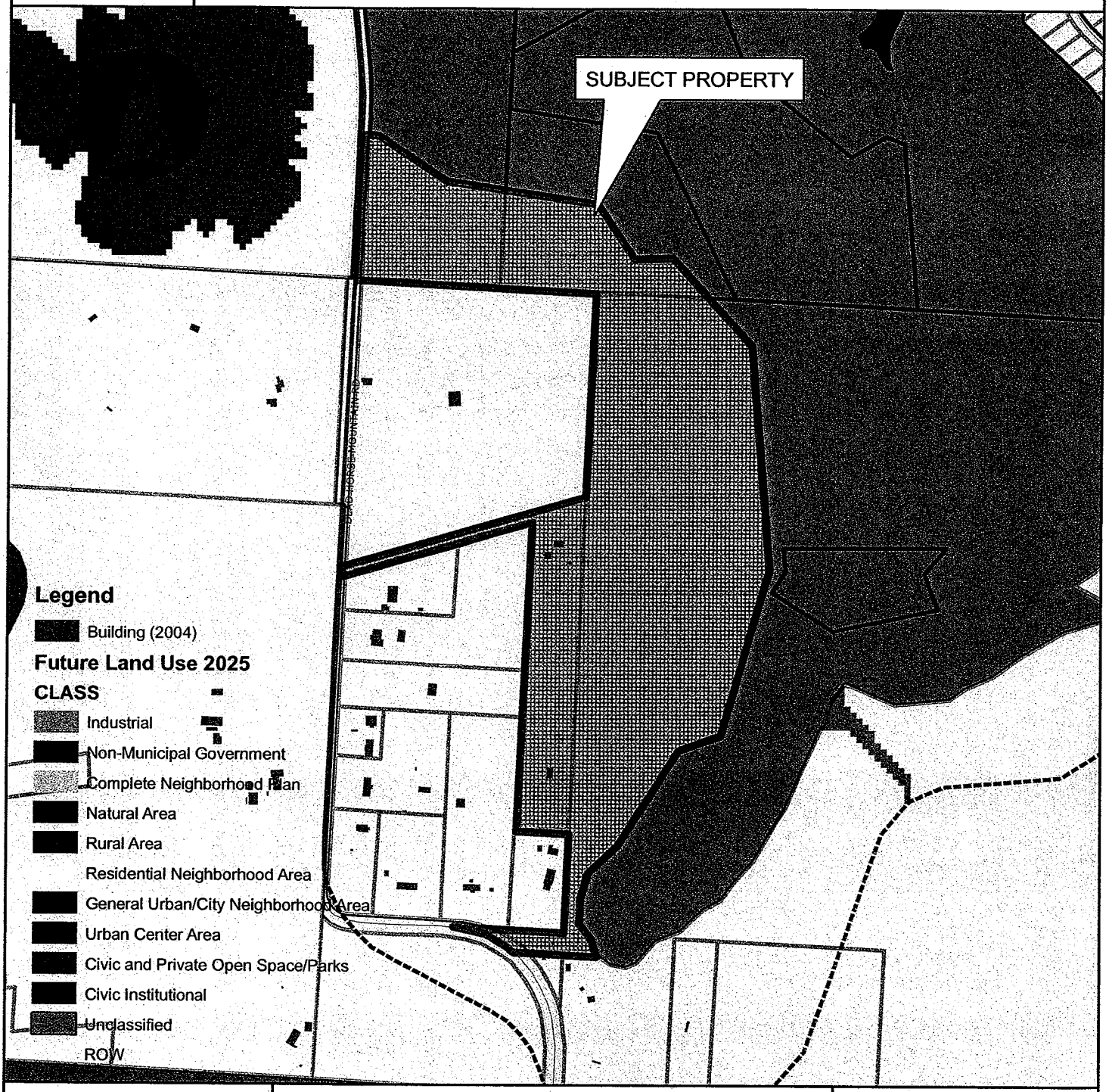
Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

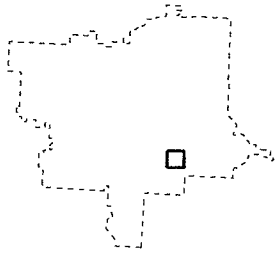
RPZD06-2170

Future Land Use

VILLAS AT STONEBRIDGE



Overview



Legend

Subject Property

RPZD06-2170

Boundary

Planning Area

Overlay District

Outside City

Streets

Existing

Planned

Legend

0 225 450 900 1,350 1,800 Feet

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

12/16/2008
City Council Meeting Date
Agenda Items Only

Jeremy Pate	Planning	Operations
Submitted By	**Division**	**Department**

Action Required:

VAC 08-2982: (Markham Hill Cottage Courts, 520): Submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue. The request is to vacate an alley on the subject property.

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 — Date 11-26-08

City Attorney — Date 11-26-08

Finance and Internal Service Director — Date 12-1-08

Mayor — Date 12/2/08

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 11-24-08 ENTERED

Received in Mayor's Office ENTERED 12/4/08

Comments:

Revised April 16, 2007

Left on the first reading 12/16/08

City Council Meeting of December 16, 2008
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: November 25, 2008

Subject: Alley Vacation for Markham Hill Cottage Courts PZD (VAC 08-2982)

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance vacating a portion of the alleys on the subject property.

BACKGROUND

The subject property consists of approximately 2.54 acres located north of Maine Street and west of Cross Avenue, less than 0.25 mile west of the University of Arkansas Campus. The Markham Hill Cottage Courts project (R-PZD 08-2980) was approved by the City Council on August 19, 2008 for 18 single family and 5 two-family cottages (28 units total).

There are existing 15-foot alley rights-of-ways that traverse east-west through the project site. In order to construct the Markham Hill Cottage Courts development the applicant proposes to abandon portions of these alleys (0.30 acres) as indicated on the submitted exhibits. These alleys were discussed during the PZD review process, and required to be vacated prior to issuance of building permits.

DISCUSSION

Notification was provided to all appropriate utility representatives, the City, and adjacent property owners with no objections to the requested alley vacation. This item was heard at the regular Planning Commission meeting on November 24, 2008 and forwarded by vote of 7-0-1 (Trumbo recused) on the consent agenda to recommend this vacation request to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 08-2982 SUBMITTED BY NORTHSTAR ENGINEERING CONSULTANTS, INC. FOR PROPERTY LOCATED NORTH OF MAINE STREET, BETWEEN SANG AVENUE AND CROSS AVENUE TO VACATE PORTIONS OF TWO ALLEYS, A TOTAL OF 0.30 ACRES, IN ORDER TO DEVELOP THE MARKHAM HILL COTTAGE COURTS.

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 alleys 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 alleys:

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.

1. The alley shall not be vacated until new streets and easements for the Markham Hill Cottage Courts project have been dedicated by easement plat to the satisfaction of utility companies and the City.

2. Relocation of any existing facilities will be at the owner/developer's expense.

PASSED and **APPROVED** this day of , 2008.

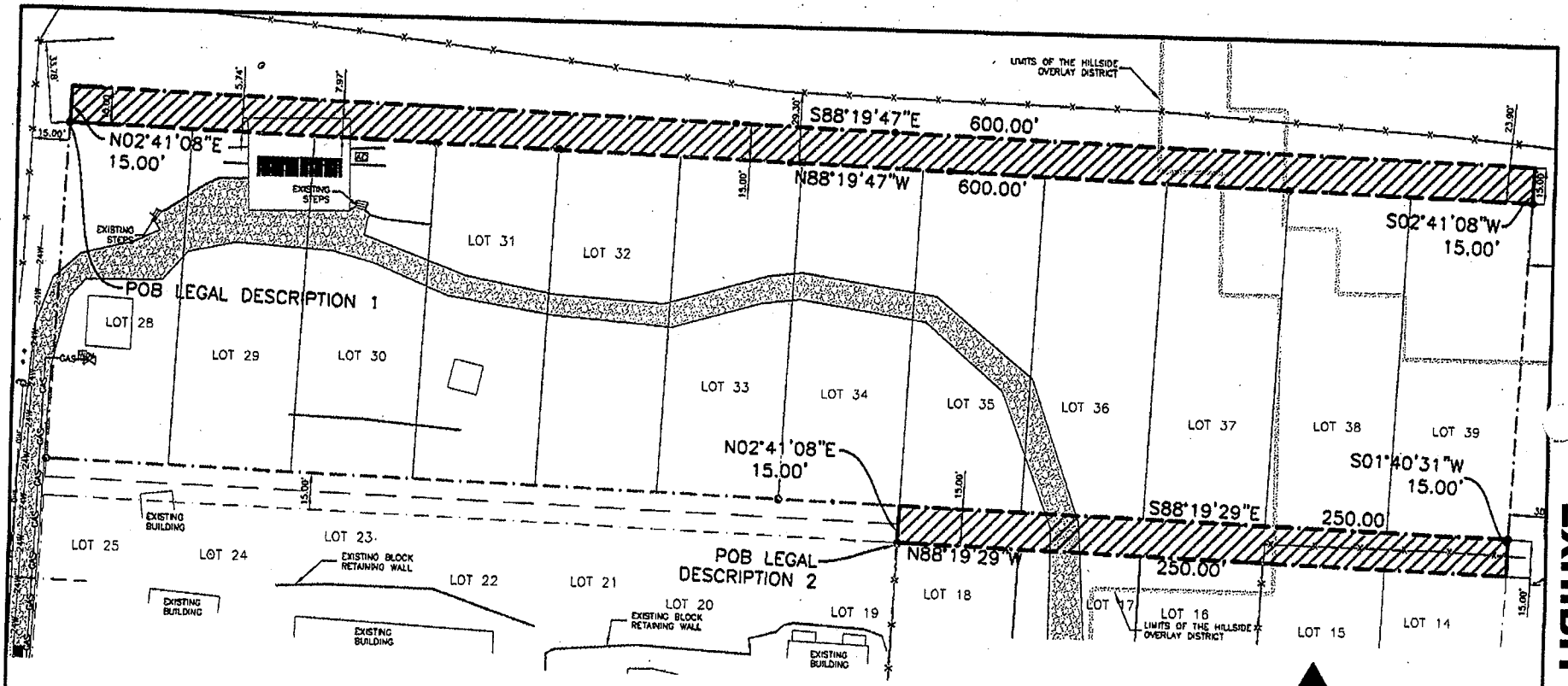
APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

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

EXHIBIT "A"



LEGAL DESCRIPTION 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 28 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'47"E 600.00 FEET, THENCE S02°41'08"W 15.00 FEET, THENCE N88°19'47"W 600.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

LEGAL DESCRIPTION 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'29"E 250.00 FEET, THENCE S01°40'31"W 15.00 FEET, THENCE N88°19'29"W 250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

60' 0 60'

SCALE 1" = 60'

COPYRIGHT 2008 NORTHSTAR ENGINEERING CONSULTANTS, INC.

NORTHSTAR ENGINEERING CONSULTANTS, INC.

EXHIBIT FOR ALLEY VACATION, BLOCK 1, LOTS 14 –18 & 28–39, WEST END ADDITION

PROJECT NO.: 567-001	
PLOT DATE: 9/9/08	REVISION: 0
DRAWN:	FIGURE: 1
CHECKED:	
PROJECT MGR:	

EXHIBIT "B"
VAC 08-2982

LEGAL DESCRIPTION 1:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'47"E 600.00 FEET, THENCE S02°41'08"W 15.00 FEET, THENCE N88°19'47"W 600.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

LEGAL DESCRIPTION 2:

BEGINNING AT THE NORTHWEST CORNER OF LOT 18 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'29"E 250.00 FEET, THENCE S01°40'31"W 15.00 FEET, THENCE N88°19'29"W 250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

Fayetteville
ARKANSAS

PC Meeting of November 24, 2008

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Andrew Garner, Senior Planner
	Matt Casey, Assistant City Engineer
THRU:	Jeremy Pate, Director of Current Planning
DATE:	~~November 18, 2008~~ *Updated November 25, 2008*

VAC 08-2982: Vacation (MARKHAM HILL COTTAGE COURTS, 520): Submitted by NORTHSTAR ENGINEERING CONSULTANTS, INC for property located at NORTH OF MAINE, BETWEEN SANG AND CROSS. The property is zoned R-PZD 08-2980 (Markham Hill Cottage Courts) and contains approximately 2.54 acres. The request is to vacate an alley on the subject property. Planner: Andrew Garner

Background: The subject property consists of approximately 2.54 acres located north of Maine Street and west of Cross Avenue, less than 0.25 mile west of the University of Arkansas Campus. The Markham Hill Cottage Courts project (R-PZD 08-2980) was approved by the City Council on August 19, 2008 for 18 single family and 5 two-family cottages (28 units total).

There are existing 15-foot alley rights-of-ways that traverse east-west through the project site. In order to construct the Markham Hill Cottage Courts development the applicant proposes to abandon portions of these alleys as indicated on the submitted exhibits.

Request: The applicant requests to vacate 0.30 acres of the of alley right-of-way that bisects the subject property. The applicant has submitted the required notification forms to the utility companies and to the City with the results summarized below.

UTILITIES	RESPONSE
Cox Communications	No Objections
Ozark Electric	No Objections
Arkansas Western Gas	No Objections
AT&T	No Objections – provided that a 25-foot utility easement be retained where it crosses the alley along the west side of the property.
SWEPCO	No Objections

CITY OF FAYETTEVILLE:	**RESPONSE**
Water/Sewer and Engineering	No Objections
Solid Waste	No Objections
Transportation	No Objections

Findings: Staff finds that vacating the requested portions of alley right-of-way would not adversely affect access to or utility provision to the site given that two new streets will be constructed as part of the Markham Hill Cottage Courts development and new easements and right-of-way dedicated by easement plat.

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

Recommendation: Staff recommends forwarding this request to the City Council with a recommendation of approval to vacate the alleys **VAC 08-2982** with the following conditions of approval.

1. The alley shall not be vacated until new street streets and easements for the Markham Hill Cottage Courts project have been dedicated by easement plat to the satisfaction of utility companies and the City.

2. Relocation of any existing facilities will be at the owner/developer's expense.

PLANNING COMMISSION ACTION:
Recommendation to be: **X** **Forwarded for approval** ☐ **Denied** ☐ **Tabled**
Motion: **Winston**
Second: **Cabe**
Vote: **7-0-1 (Trumbo recused)**
Date: **November 24, 2008**

Comments: **On consent agenda.**

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

NORTHSTAR
ENGINEERING
CONSULTANTS, INC.

Civil Engineering
Environmental Engineering
Land Surveying
Planning

September 9, 2008

Mr. Jeremy Pate
City Planner
City of Fayetteville
126 West Mountain Street
Fayetteville, Arkansas 72701

Re: Alley Vacation Request
Lots 14-18 & 28-39, Block 1, West End Addition, Fayetteville, Arkansas
NEC Project No. 567-001

Dear Mr. Pate:

On behalf of Homestead Homes, LLC, I respectfully request your consideration of the alley vacation described below regarding Lots 14-18 & Lots 28-39, Block 1, West End Addition, Fayetteville, Arkansas. The alleys are not in use at this time and the vacated property could be used by the Developer and the adjacent lot owners (See attached exhibit). Please note, however, that an existing house located on Lots 29 and 30 encroaches onto the 15 foot alley to the north. After meeting with the property owner to the north, Steele Revocable Trust, it is in agreement to grant ownership of the entire 15 foot platted alley across Lots 28-30 to the Developer in order to resolve the boundary issue with the existing house. We would appreciate your consideration of the above request.

Please call me at 479-271-0906 if you have any questions or need additional information.

Best Regards,

Jason E Ingalls

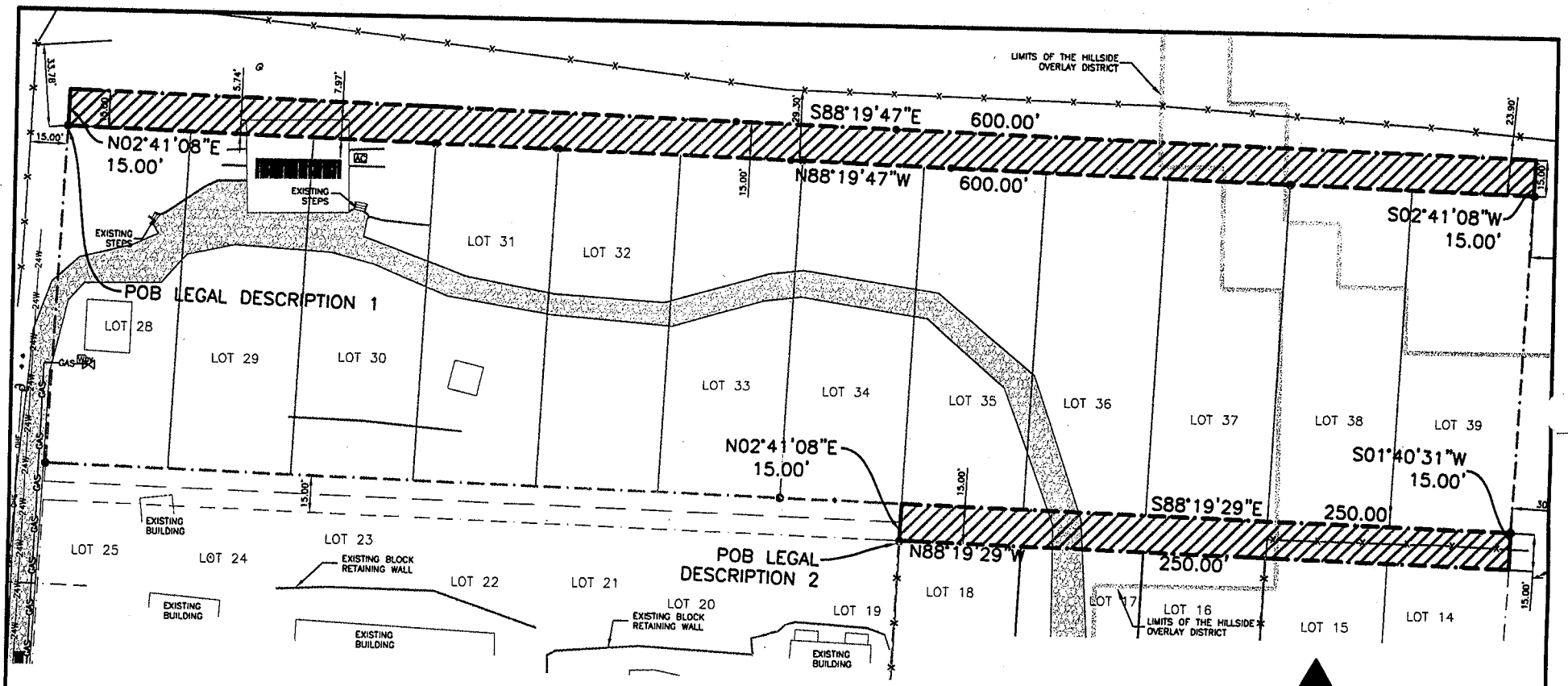
Jason E Ingalls, PE
Project Manager

Cc: Homestead Homes, LLC, Developer
File

T:\567-01\Word\Alley Vacation Request (9-9-08).doc

207 South Main Street
Bentonville, Arkansas 72712

Phone (479) 271-0906
Fax (479) 271-8144
Email: info@northstarengineering.net



LEGAL DESCRIPTION 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 28 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'47"E 600.00 FEET, THENCE S02°41'08"W 15.00 FEET, THENCE N88°19'47"W 600.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

LEGAL DESCRIPTION 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 18 OF BLOCK 1, WEST END ADDITION, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, THENCE N02°41'08"E 15.00 FEET, THENCE S88°19'29"E 250.00 FEET, THENCE S01°40'31"W 15.00 FEET, THENCE N88°19'29"W 250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS OF RECORD OR FACT.

60' 0 60'

SCALE 1" = 60'

COPYRIGHT 2008 NORTHSTAR ENGINEERING CONSULTANTS, INC.

NORTHSTAR ENGINEERING CONSULTANTS, INC.

EXHIBIT FOR ALLEY VACATION, BLOCK 1, LOTS 14 –18 & 28–39, WEST END ADDITION

PROJECT NO.: 567-001	
PLOT DATE: 9/9/08	REVISION: 0
DRAWN:	FIGURE:
CHECKED:	1
PROJECT MGR:	

UTAH ENGINEERING
Received By LD Date 4/11/08
Project No. 567-006 cc: File
Jason I.

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

Date: 4-9-08

Utility Company: Transportation

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

☐ Utility Easement

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

☒ Alley

☐ Street right-of-way

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 27-39 and between Lots 14-26 and 27-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation described above.

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

☐ No objections provided the following conditions are met:

4/9/08

Signature of Utility Company Representative

Transportation Supt

Title

Operations Dept
Transportation DIV
City of Fayetteville 575 8227

...NSTAR ENGINEERING
Received By JED Date 4/14/08
Project No. 567-001 cc: File
Jason J.

UTILITY APPROVAL FORM
FOR UTILITY EASEMENT VACATION

Date: 4-3-08

Utility Company: Solid Waste

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

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

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 27-39 and between Lots 14-26 and 27-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

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

Brian Ruff
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

NORTHSTAR ENGINEERING
Received By LL Date 11/18/08
Project No. 567-001 cc: File
Jason

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

Date: 11-18-08

Utility Company: AEP/SWEPCO

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

☐ Utility Easement

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

☒ Alley

☐ Street right-of-way

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 28-39 and between Lots 14-18 and 35-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation described above.

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

☐ No objections provided the following conditions are met:

Barrett Miller
Signature of Utility Company Representative

RIGHT / WAY AGENT
Title

NORTHSTAR ENGINEERING
Received By LL Date 4/23/08
Project No. 567-001 cc: File
Jason I.

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

Date: 4-9-08

Utility Company: Water and Sewer

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

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

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 27-39 and between Lots 14-26 and 27-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation described above.
- ☐ No objections to the vacation 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

W+S ops Mgr

Title

NORTHSTAR ENGINEERING
Received By _____ Date _____
Project No. _____ CC:

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

Date: 4-9-08

Utility Company: Arkansas Western Gas

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

☐ Utility Easement

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

☒ Alley

☐ Street right-of-way

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 27-39 and between Lots 14-26 and 27-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation described above.

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

☒ No objections provided the following conditions are met:
No objections except for being aware of 4" steel running north + south along cross street

Signature of Utility Company Representative

Title

...STAR ENGINEERING
...ceived By AE Date 4/10/08
...ject No. 535-001 cc: File
Jason I.

UTILITY APPROVAL FORM
FOR UTILITY EASEMENT VACATION

Date: 4-9-08

Utility Company: Cox Communications

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

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

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 27-39 and between Lots 14-26 and 27-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation described above.
- ☐ No objections to the vacation 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

FIELD ENGINEER

Title

UTILITY APPROVAL FORM

FOR UTILITY EASEMENT VACATION

Date: 4-9-08

Utility Company: AT&T

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

☐ Utility Easement

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

☒ Alley

☐ Street right-of-way

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 27-39 and between Lots 14-26 and 27-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation described above.

X No objections to the vacation described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)
25' U.E. TO BE RETAINED WHERE IT CROSSES ALLEY ALONG WEST SIDE OF PROPERTY SHOWN

X No objections provided the following conditions are met:
ANY EXISTING FACILITIES WILL BE RELOCATED AT THE OWNER/DEVELOPER'S EXPENSE REPAIR OFANY DAMAGE TO EXISTING FACILITIES WILL BE AT THE OWNER DEVELOPERS EXPENSE

SUSAN CLOUSER OSP DESIGN ENGINEER 04/17/2008

Signature of Utility Company Representative

UTILITY APPROVAL FORM
FOR UTILITY EASEMENT VACATION

Date: 4-9-08

Utility Company: Ozarks Electric

Applicant Name: Homestead Homes, LLC Applicant Phone: (479) 927-9925

REQUESTED VACATION:

☐ Utility Easement

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

☒ Alley

☐ Street right-of-way

I have notified of the petition to vacate the following alleys, described as follows:

A 15 foot alley located along the north side of Lots 27-39 and between Lots 14-26 and 27-39, Block 1, West End Subdivision (See attached exhibit and legal description)

UTILITY COMPANY COMMENTS:

☑ No objections to the vacation described above.

☐ No objections to the vacation 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

Lead staking tech

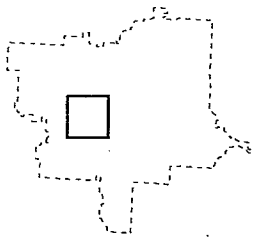
Title

VAC08-2982

One Mile View

MARKHAM HILL COTTAGE COURTS

Overview



Legend

Subject Property

VAC08-2982

Boundary

Planning Area

Overlay District

Outside City

Legend

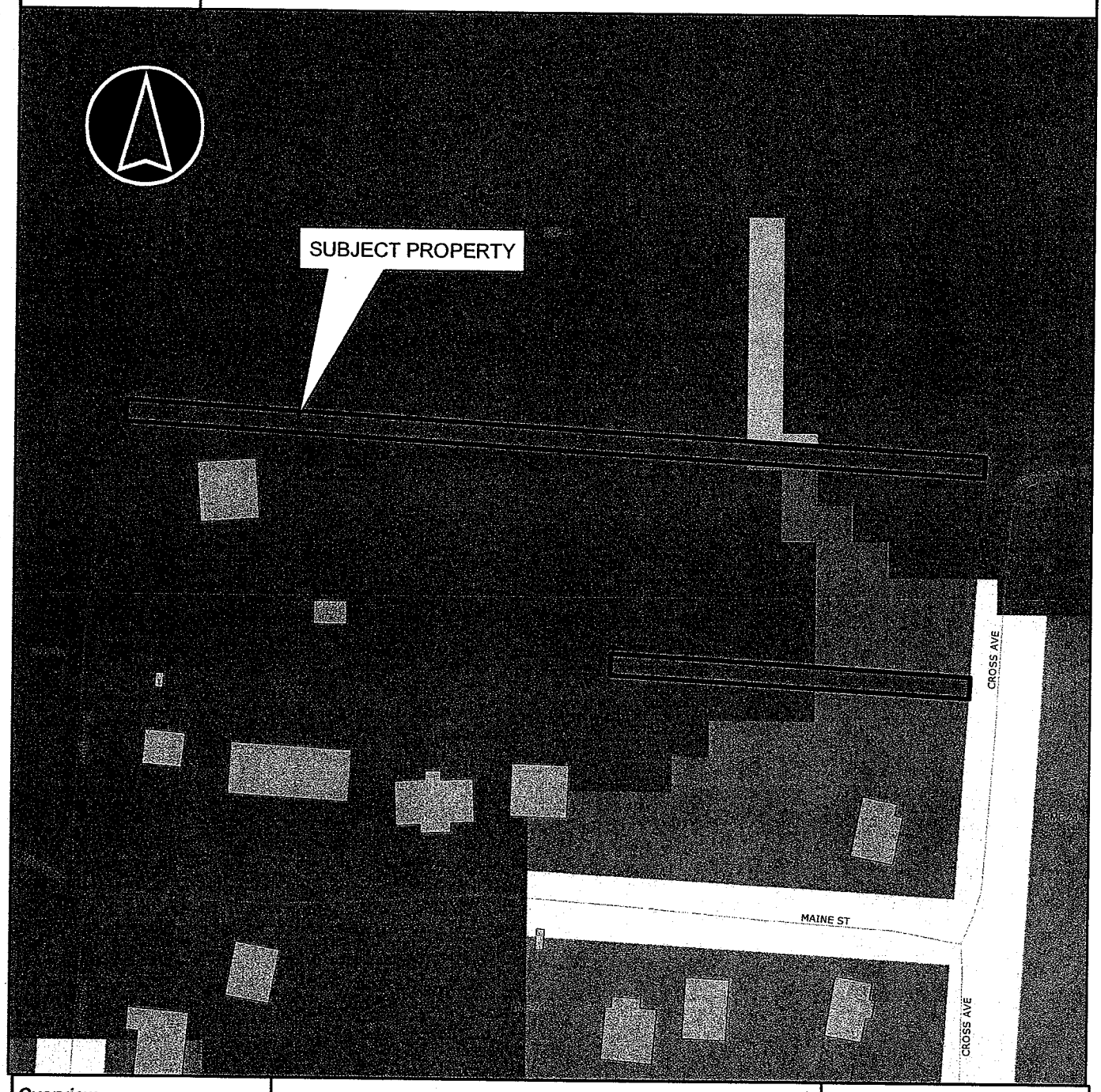
Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

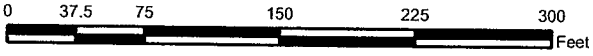
VAC08-2982

Close Up View

MARKHAM HILL COTTAGE COURTS



Overview



CITY ATTORNEY AGENDA REQUEST

FOR: COUNCIL MEETING OF DECEMBER 16, 2008

FROM:
KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH SMITH COMMUNICATIONS, LLC FOR A CELL TOWER AT THE TOWNSHIP WATER TANK SITE

APPROVED FOR AGENDA:

City Attorney

12-1-08
Date

Tabled to Jan. 6, 2009 mtg 12/16/08

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
David Jurgens, Water & Wastewater Director
Gary Dumas, Director of Operations

FROM: **Kit Williams**, City Attorney

DATE: **December 1, 2008**

RE: **Cell Tower Lease for Township Water Tank Site**

Smith Communications, LLC was granted a conditional use permit to construct a flagpole type cell tower at the Township Water Tank site by the Planning Commission. Smith Communications, LLC appealed the requirement that the cell tower be constructed as a flagpole with interior cell phone antennas instead of a monopole with exterior cell phone antennas to the City Council. The City Council affirmed the Planning Commission's decision.

Smith Communications, LLC has negotiated a Land Lease Agreement with the City, but disagrees on one vital term, the initial monthly rent. In light of the reduced capacity of a flagpole tower to hold several cell company antenna arrays, the City has reduced its $2,000.00 monthly rental request to $1,200.00. Smith Communications has offered $1,050.00 per month and can explain its reasoning to you at the City Council meeting.

The City Council needs to determine what it will accept as monthly rent and approve the Land Lease Agreement at that initial monthly rent. There may be additional rental revenue in the future if a second cell phone company can use the remaining space in the flagpole.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH SMITH COMMUNICATIONS, LLC FOR A CELL TOWER AT THE TOWNSHIP WATER TANK SITE

WHEREAS, Smith Communications, LLC was granted a conditional use permit to construct a cell tower resembling a flag pole with internal cell phone antennas by the Planning Commission and sustained by the City Council, and

WHEREAS, the Lease Agreement attached hereto would grant Smith Communications a five year lease with four rights to renew for additional five year terms with rent adjusted by the Consumer Price Index.

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, LLC as attached as Exhibit "A" and authorizes Mayor Coody to execute this Land Lease Agreement.

PASSED and **APPROVED** this 16th day of December, 2008.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

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

LAND LEASE AGREEMENT

This Agreement, made this _____ day of December, 2008, 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 the Township Water Tank site, located in Fayetteville, 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 utility and access easement, 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 access easement at any time and to coordinate and cooperate with the CITY OF FAYETTEVILLE and all tenants in their use and access to their facilities.

2. SURVEY. FAYETTEVILLE also hereby grants to SMITH COMMUNICATIONS, the right to survey the site and the Premises. Fayetteville may also survey the site and provide such survey to SMITH COMMUNICATIONS. After review and acceptance of the survey by FAYETTEVILLE, the survey 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".

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 immediately upon such approval. Rental payments shall commence and be due at a total monthly rental of **One Thousand Two Hundred Dollars ($1,200.00)** to be paid on the first day of each month, in advance, to FAYETTEVILLE. The period of the month after the lease begins and before the first of the following full month shall be prorated and due with the first regular monthly rent payment.

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.

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

By: _____
MICHAEL B. SMITH
President

CITY OF FAYETTEVILLE

By: _____
DAN COODY
Mayor

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

EXHIBIT "A"
PREMISES DESCRIPTION

EXHIBIT "B"
SURVEY OF PREMISES

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

6-Jan-09
City Council Meeting Date

David Jurgens	Wastewater System Imp Project	Water/Wastewater
Submitted By	Division	Department

Action Required:

Approval of a construction contract with Goodwin & Goodwin Inc in the amount of $1,543,600, for construction services for tieover and cutover of the west side wastewater collection system, WSIP Subproject WL-9, Bid # 08-63, and approve a 5% contingency of $77,000.

$ 1,620,600	$ 46,262,358	Wastewater System Imp Project
Cost of this request	Category / Project Budget	Program Category / Project Name
4520.9530.5315.00	$ 30,400,642	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
02133-0392	$ 15,861,716	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [XX] Budget Adjustment Attached [ ]

Department Director — Date: 16 Dec 08

City Attorney — Date: 12/19/08

Finance and Internal Service Director — Date: 12-19-08

Mayor — Date: 12/22/08

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 12-17-08 ENTERED

Received in Mayor's Office ENTERED 12/19/08

Comments:

Fayetteville
ARKANSAS

City Council Meeting of January 6, 2009

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director

Date: 16 December 2008

Subject: Approval of a construction contract with Goodwin & Goodwin Inc in the amount of $1,543,600, for construction services for tieover and cutover of the west side wastewater collection system, WSIP Subproject WL-9, Bid # 08-63, and approve a 5% contingency of $77,000.

RECOMMENDATION

City Administration recommends approval of a construction contract with Goodwin & Goodwin Inc in the amount of $1,543,600, for construction services for tieover and cutover of the west side wastewater collection system, WSIP Subproject WL-9, and approve a 5% contingency of $77,000.

BACKGROUND

The project involves abandoning 8 manholes, cutting and plugging approximately 29 sanitary sewer lines, reconditioning manholes and approximately 10 force mains, and abandoning 8 lift stations. Approximately 235 linear feet of 8 inch to 21 inch sanitary sewer lines will be installed and 2 manholes will be constructed. The project substantially completes the work required to permanently tie the remainder of the Illinois River Basin collection system pipelines to the new transmission lines. A few items of in-house work will remain at several lift stations to completely finish tie-over work.

DISCUSSION

The City received two bids on 30 October, 2008, as follows and is shown on the attached bid tab:

Goodwin & Goodwin	$ 1,546,400 (low bid)
T-G Excavating	$ 1,777,777
Engineer's Estimate	$ 1,501,988

Based on the real life experiences of Hurricanes Gustav and Ike which occurred after this scope of work was completely developed, the scope of work was modified, with some work items removed from the contract and others added that were expected to be executed in an additional contract. The original contract was for $1,546,400. With scope of work changes, a net of $2,800 worth of work was removed, for the final contract amount of $1,543,600.00.

The bid has been reviewed by RJN Group, the Engineers; their letter recommending award is attached. Goodwin & Goodwin Inc has performed good work for the City in the past, most recently executing the Razorback Road Water and Sewer Relocations.

BUDGET IMPACT

Funds are available in the WSIP project budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF $1,543,600.00 FOR CONSTRUCTION SERVICES FOR TIEOVER AND CUTOVER OF THE WEST SIDE WASTEWATER COLLECTION SYSTEM, WSIP SUBPROJECT WL-9, BID #0863; AND APPROVING A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $77,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid #0863. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 5% Project Contingency in the amount of $77,000.00.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDON, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

C. 1
Goodwin & Goodwin, Inc.
Page 4 of 11

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date: 12/16/2008
P.O Number:	Expected Delivery Date: ASAP
Vendor #: 293	Vendor Name: Goodwin & Goodwin
Mail Yes:__ No:_x___	
Address: 3503 Free Ferry Road	Fob Point: Construction Site, Fayetteville
Taxable Yes:__ No:_x___	Quotes Attached Yes:_____ No:_x____
City: Fort Smith	State: AR
Zip Code: 72903	Ship to code:
Divison Head Approval:	
Requester: David Jurgens	Requester's Employee #: 490
Extension: 330	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	WSIP WL-9 West Line Tievoer Work; Bid # 08-63	1	EA	1,543,600.00	$1,543,600.00	4520.9530.5315.00	02133-0392		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
	Shipping/Handling		Lot		$0.00				

Special Instructions:

Construction of gravity sewer main from Happy Hollow Rd to Razorback Rd and a sewer main from Country Club Hill

Subtotal:	$1,543,600.00
Tax:	
Total:	$1,543,600.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

CITY OF FAYETTEVILLE
FAYETTEVILLE WASTEWATER SYSTEM IMPROVEMENT PROJECT
WL-9 NON-CRITICAL CUTOVER

Post Negotiation Bid Tab

Bid Date: September 30, 2008

				RJN Group Engineers Pre-Bid Estimate		Contractors Bidding Project: Goodwin & Goodwin, 3503 Free Ferry Road, Fort Smith, AR 72903, Ofc: (479) 651-7321, Fax: (479) 783-7555		RJN Group Engineers Opinion of Costs		25-Nov-08 Goodwin & Goodwin, 3503 Free Ferry Road, Fort Smith, AR 72903, Ofc: (479) 651-7321, Fax: (479) 783-7555	
Item No.	Quantity	Unit	Item Description			Unit Cost	Total Amount	UNIT PRICE	TOTAL	Unit Cost	Total Amount
1	1	LS	Mobilization (Not to Exceed 5%)	$ 71,523.00	$ 71,523.00	$ 65,000.00	$ 65,000.00	$65,000.00	$65,000.00	$ 65,000.00	$ 65,000.00
2	1	LS	Erosion Control and BMP	$ 25,000.00	$ 25,000.00	$ 125,000.00	$ 125,000.00	$125,000.00	$125,000.00	$ 125,000.00	$ 125,000.00
3	1	LS	Project NC-1	$ 23,320.00	$ 23,320.00	$ 16,000.00	$ 16,000.00	$16,000.00	$16,000.00	$ 16,000.00	$ 16,000.00
4	1	LS	Project NC-2	$ 5,830.00	$ 5,830.00	$ 16,000.00	$ 16,000.00	$16,000.00	$16,000.00	$ 16,000.00	$ 16,000.00
5	1	LS	Project NC-3	$ 83,210.00	$ 83,210.00	$ 65,000.00	$ 65,000.00	$65,000.00	$65,000.00	$ 65,000.00	$ 65,000.00
6	1	LS	Project NC-4	$ 21,200.00	$ 21,200.00	$ 16,000.00	$ 16,000.00	$16,000.00	$16,000.00	$ 16,000.00	$ 16,000.00
7	1	LS	Project NC-5	$ 11,660.00	$ 11,660.00	$ 18,000.00	$ 18,000.00	$18,000.00	$18,000.00	$ 18,000.00	$ 18,000.00
8	1	LS	Project NC-6 North Street	$ 22,210.00	$ 22,210.00	$ 128,000.00	$ 128,000.00	$64,000.00	$64,000.00	$ 64,000.00	$ 64,000.00
9	1	LS	Project NC-6 Pinch Valve	$ 61,000.00	$ 61,000.00	$ 60,000.00	$ 60,000.00	$0.00	$0.00	$ -	$ -
10	1	LS	Project NC-7 Hamestring	$ 32,190.00	$ 32,190.00	$ 32,000.00	$ 32,000.00	$32,000.00	$32,000.00	$ 32,000.00	$ 32,000.00
11	1	LS	Project NC-7 Lift Station Demo	$ 86,000.00	$ 86,000.00	$ 60,000.00	$ 60,000.00	$10,000.00	$10,000.00	$ 9,000.00	$ 9,000.00
12	1	LS	Project NC-8	$ 32,372.00	$ 32,372.00	$ 28,000.00	$ 28,000.00	$33,300.00	$33,300.00	$ 33,000.00	$ 33,000.00
13	1	EA	Project NC-8 Junction Box #1	$ 40,000.00	$ 40,000.00	$ 65,000.00	$ 65,000.00	$65,000.00	$65,000.00	$ 68,000.00	$ 68,000.00
14	1	LS	Project NC-9 Clabber Creek	$ 54,590.00	$ 54,590.00	$ 56,000.00	$ 56,000.00	$9,010.00	$9,010.00	$ 18,000.00	$ 18,000.00
15	1	LS	Project NC-10	$ 5,830.00	$ 5,830.00	$ 14,000.00	$ 14,000.00	$14,000.00	$14,000.00	$ 14,000.00	$ 14,000.00
16	1	LS	Project NC-11	$ 11,660.00	$ 11,660.00	$ 22,000.00	$ 22,000.00	$22,000.00	$22,000.00	$ 22,000.00	$ 22,000.00
17	1	LS	Project NC-12 Truckers Drive	$ 81,938.00	$ 81,938.00	$ 52,000.00	$ 52,000.00	$9,010.00	$9,010.00	$ 18,000.00	$ 18,000.00
18	1	LS	Project NC-13 Firefly	$ 54,590.00	$ 54,590.00	$ 26,000.00	$ 26,000.00	$9,010.00	$9,010.00	$ 14,000.00	$ 14,000.00
19	1	LS	Project NC-14 Salem Drive	$ 85,489.00	$ 85,489.00	$ 71,000.00	$ 71,000.00	$8,480.00	$8,480.00	$ 22,000.00	$ 22,000.00
20	1	LS	Project NC-15	$ 43,272.00	$ 43,272.00	$ 85,000.00	$ 85,000.00	$85,000.00	$85,000.00	$ 620,000.00	$ 620,000.00
21	1	LS	Project NC-15 Junction Box	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$30,000.00	$30,000.00	$ 30,000.00	$ 30,000.00
22	1	LS	Project NC-15 Lift Station Demo	$ 81,700.00	$ 81,700.00	$ 20,000.00	$ 20,000.00	$20,000.00	$20,000.00	$ 20,000.00	$ 20,000.00
23	1	LS	Project NC-16 Holt	$ 67,363.00	$ 67,363.00	$ 26,000.00	$ 26,000.00	$17,617.00	$17,617.00	$ 18,000.00	$ 18,000.00
24	1	LS	Project NC-17	$ 95,771.00	$ 95,771.00	$ 92,000.00	$ 92,000.00	$92,000.00	$92,000.00	$ 92,000.00	$ 92,000.00
25	1	LS	Project NC-18	$ 5,830.00	$ 5,830.00	$ 28,000.00	$ 28,000.00	$28,000.00	$28,000.00	$ 28,000.00	$ 28,000.00
26	19	EA	Project NC-19 4' Dia. Standard Manhole 0-6 Ft. Deep	$ 8,000.00	$ 152,000.00	$ 6,000.00	$ 114,000.00	$0.00	$0.00	$ -	$ -
			Corrected:								
27	30	VF	Project NC-19 4' Dia. Std MH Extra Depth > 6'	$ 500.00	$ 15,000.00	$ 450.00	$ 13,500.00	$0.00	$0.00	$ -	$ -
			Corrected:								
28	1	LS	Project NC-20 Fish Ladder	$ 95,400.00	$ 95,400.00	$ 14,000.00	$ 14,000.00	$35,000.00	$35,000.00	$ 24,500.00	$ 24,500.00
29	1	EA	Construct 4' Dia. Standard Manhole 0-6 Ft. Deep	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$3,500.00	$3,500.00	$ 3,500.00	$ 3,500.00
30	1	EA	Construct 4' Dia. Drop Manhole 0-6 Ft. Deep	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$5,000.00	$5,000.00	$ 5,000.00	$ 5,000.00
31	20	VF	Construct 4' Dia. Std MH Extra Depth > 6'	$ 250.00	$ 5,000.00	$ 350.00	$ 7,000.00	$350.00	$7,000.00	$ 350.00	$ 7,000.00
			Corrected:								
32	1	EA	Construct 5' Dia. Standard Manhole 0-6 Ft. Deep	$ 4,500.00	$ 4,500.00	$ 4,800.00	$ 4,800.00	$4,800.00	$4,800.00	$ 4,800.00	$ 4,800.00
33	1	EA	Construct 5' Dia. Drop Manhole 0-6 Ft. Deep	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$5,000.00	$5,000.00	$ 5,000.00	$ 5,000.00
34	10	VF	Construct 5' Dia. Std MH Extra Depth > 6'	$ 300.00	$ 3,000.00	$ 500.00	$ 5,000.00	$500.00	$5,000.00	$ 500.00	$ 5,000.00
35	20	LF	12" Sewer pipe and embedment	$ 115.00	$ 2,300.00	$ 60.00	$ 1,200.00	$60.00	$1,200.00	$ 60.00	$ 1,200.00
36	40	LF	8" Sewer pipe and embedment	$ 70.00	$ 2,800.00	$ 45.00	$ 1,800.00	$45.00	$1,800.00	$ 45.00	$ 1,800.00
37	40	SY	Asphalt Surface Restoration	$ 65.00	$ 2,600.00	$ 140.00	$ 5,600.00	$140.00	$5,600.00	$ 140.00	$ 5,600.00
38	40	SY	Concrete Surface Restoration	$ 65.00	$ 2,600.00	$ 150.00	$ 6,000.00	$150.00	$6,000.00	$ 150.00	$ 6,000.00
39	20	SY	Sidewalk Replacement	$ 32.00	$ 640.00	$ 150.00	$ 3,000.00	$150.00	$3,000.00	$ 150.00	$ 3,000.00
40	20	CY	Trench Foundation Material	$ 60.00	$ 1,200.00	$ 45.00	$ 900.00	$45.00	$900.00	$ 45.00	$ 900.00
41	10	TN	Granular Backfill, (Class 7 Base)	$ 40.00	$ 400.00	$ 45.00	$ 450.00	$45.00	$450.00	$ 45.00	$ 450.00
42	10	TN	Riprap	$ 350.00	$ 3,500.00	$ 65.00	$ 650.00	$65.00	$650.00	$ 65.00	$ 650.00
43	1	EA	Clay Dam	$ 300.00	$ 300.00	$ 1,500.00	$ 1,500.00	$1,500.00	$1,500.00	$ 1,500.00	$ 1,500.00
44	1	EA	Permanent Plug in Exist. Sewer at Manhole	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$3,000.00	$3,000.00	$ 3,000.00	$ 3,000.00
45	1	EA	Temporary Plug in Exist. Sewer at Manhole	$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00	$1,200.00	$1,200.00	$ 1,200.00	$ 1,200.00
46	1	LS	Trench Compaction Tests	$ 2,500.00	$ 2,500.00	$ 8,000.00	$ 8,000.00	$8,000.00	$8,000.00	$ 8,000.00	$ 8,000.00
47	2	EA	Tree Protection	$ 200.00	$ 400.00	$ 600.00	$ 1,200.00	$600.00	$1,200.00	$ 600.00	$ 1,200.00
48	100	SY	Hydromulch Seeding	$ 5.00	$ 500.00	$ 5.00	$ 500.00	$5.00	$500.00	$ 5.00	$ 500.00
49	100	SY	Sod Replacement	$ 7.00	$ 700.00	$ 8.00	$ 800.00	$8.00	$800.00	$ 8.00	$ 800.00
50	100	LF	Trench Excavation and Safety System	$ 2.00	$ 200.00	$ 100.00	$ 10,000.00	$100.00	$10,000.00	$ 100.00	$ 10,000.00
51	14100	LF	Clean and TV 12" Force Main	$ 4.00	$ 56,400.00	$ 8.00	$ 112,800.00	$0.00	$0.00	$ -	$ -
			BID TOTAL:		$1,501,988.00		~~$1,581,500.00~~		$980,527.00		~~$1,546,400.00~~
			CORRECTED TOTAL:				$1,546,400.00				$1,543,600.00

Engineer Certification:

563,073.00

Thomas A. Harris P.E.

Thomas A. Harris P.E.

CITY OF FAYETTEVILLE
FAYETTEVILLE WASTEWATER SYSTEM IMPROVEMENT PROJECT
WL-9 NON-CRITICAL CUTOVER

Bid Date: September 30, 2008

						Contractors Bidding Project			
				RJN Group Engineers Estimate		Goodwin & Goodwin 3503 Free Ferry Road Fort Smith, AR 72903 Ofc: (479) 651-7321 Fax: (479) 783-7555		T-G Excavating 26016 E. Admiral Place Catoosa, OK 74015 Ofc: (918) 266-4736 FAX: (918) 266-4734	
Item No.	**Quantity**	**Unit**	**Item Description**			**Unit Cost**	**Total Amount**		
1	1	LS	Mobilization (Not to Exceed 5%)	$ 71,523.00	$ 71,523.00	$ 65,000.00	$ 65,000.00	$ 70,977.00	$ 70,977.00
2	1	LS	Erosion Control and BMP	$ 25,000.00	$ 25,000.00	$ 125,000.00	$ 125,000.00	$ 10,000.00	$ 10,000.00
3	1	LS	Project NC-1	$ 23,320.00	$ 23,320.00	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00
4	1	LS	Project NC-2	$ 5,830.00	$ 5,830.00	$ 16,000.00	$ 16,000.00	$ 10,000.00	$ 10,000.00
5	1	LS	Project NC-3	$ 83,210.00	$ 83,210.00	$ 65,000.00	$ 65,000.00	$ 42,000.00	$ 42,000.00
6	1	LS	Project NC-4	$ 21,200.00	$ 21,200.00	$ 16,000.00	$ 16,000.00	$ 22,000.00	$ 22,000.00
7	1	LS	Project NC-5	$ 11,660.00	$ 11,660.00	$ 18,000.00	$ 18,000.00	$ 14,000.00	$ 14,000.00
8	1	LS	Project NC-6	$ 22,210.00	$ 22,210.00	$ 128,000.00	$ 128,000.00	$ 10,000.00	$ 10,000.00
9	1	LS	Project NC-6 Pinc Valve	$ 61,000.00	$ 61,000.00	$ 60,000.00	$ 60,000.00	$ 83,000.00	$ 83,000.00
10	1	LS	Project NC-7	$ 32,190.00	$ 32,190.00	$ 32,000.00	$ 32,000.00	$ 25,000.00	$ 25,000.00
11	1	LS	Project NC-7 Lift Station Demo	$ 86,000.00	$ 86,000.00	$ 60,000.00	$ 60,000.00	$ 56,000.00	$ 56,000.00
12	1	LS	Project NC-8	$ 32,372.00	$ 32,372.00	$ 28,000.00	$ 28,000.00	$ 22,000.00	$ 22,000.00
13	1	EA	Project NC-8 Junction Box #1	$ 40,000.00	$ 40,000.00	$ 65,000.00	$ 65,000.00	$ 78,000.00	$ 78,000.00
14	1	LS	Project NC-9	$ 54,590.00	$ 54,590.00	$ 56,000.00	$ 56,000.00	$ 96,000.00	$ 96,000.00
15	1	LS	Project NC-10	$ 5,830.00	$ 5,830.00	$ 14,000.00	$ 14,000.00	$ 14,000.00	$ 14,000.00
16	1	LS	Project NC-11	$ 11,660.00	$ 11,660.00	$ 22,000.00	$ 22,000.00	$ 14,000.00	$ 14,000.00
17	1	LS	Project NC-12	$ 81,938.00	$ 81,938.00	$ 52,000.00	$ 52,000.00	$ 65,000.00	$ 65,000.00
18	1	LS	Project NC-13	$ 54,590.00	$ 54,590.00	$ 26,000.00	$ 26,000.00	$ 63,000.00	$ 63,000.00
19	1	LS	Project NC-14	$ 85,489.00	$ 85,489.00	$ 71,000.00	$ 71,000.00	$ 70,000.00	$ 70,000.00
20	1	LS	Project NC-15	$ 43,272.00	$ 43,272.00	$ 85,000.00	$ 85,000.00	$ 44,000.00	$ 44,000.00
21	1	LS	Project NC-15 Junction Box	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 160,000.00	$ 160,000.00
22	1	LS	Project NC-15 Lift Station Demo	$ 81,700.00	$ 81,700.00	$ 20,000.00	$ 20,000.00	$ 60,000.00	$ 60,000.00
23	1	LS	Project NC-16	$ 67,363.00	$ 67,363.00	$ 26,000.00	$ 26,000.00	$ 65,000.00	$ 65,000.00
24	1	LS	Project NC-17	$ 95,771.00	$ 95,771.00	$ 92,000.00	$ 92,000.00	$ 300,000.00	$ 300,000.00
25	1	LS	Project NC-18	$ 5,830.00	$ 5,830.00	$ 28,000.00	$ 28,000.00	$ 9,000.00	$ 9,000.00
26	19	EA	Project NC-19 4' Dia. Standard Manhole 0-6 Ft. Deep	$ 8,000.00	$ 152,000.00	$ 6,000.00	$ 114,000.00	~~$ 133,000.00~~	~~$ 133,000.00~~
			Corrected:					$ 7,000.00	$ 133,000.00
27	30	VF	Project NC-19 4' Dia. Std MH Extra Depth > 6'	$ 500.00	$ 15,000.00	$ 450.00	$ 13,500.00	~~$ 10,500.00~~	~~$ 10,500.00~~
			Corrected:					$ 350.00	$ 10,500.00
28	1	LS	Project NC-20 Fish Ladder	$ 95,400.00	$ 95,400.00	$ 14,000.00	$ 14,000.00	$ 35,000.00	$ 35,000.00
29	1	EA	Construct 4' Dia. Standard Manhole 0-6 Ft. Deep	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 7,000.00
30	1	EA	Construct 4' Dia. Drop Manhole 0-6 Ft. Deep	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 9,000.00	$ 9,000.00
31	20	VF	Construct 4' Dia. Std MH Extra Depth > 6'	$ 250.00	$ 5,000.00	$ 350.00	$ 7,000.00	~~$ 7,000.00~~	~~$ 7,000.00~~
			Corrected:					$ 350.00	$ 7,000.00
32	1	EA	Construct 5' Dia. Standard Manhole 0-6 Ft. Deep	$ 4,500.00	$ 4,500.00	$ 4,800.00	$ 4,800.00	$ 8,000.00	$ 8,000.00
33	1	EA	Construct 5' Dia. Drop Manhole 0-6 Ft. Deep	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
34	10	VF	Construct 5' Dia. Std MH Extra Depth > 6'	$ 300.00	$ 3,000.00	$ 500.00	$ 5,000.00	$ 500.00	$ 5,000.00
35	20	LF	12" Sewer pipe and embedment	$ 115.00	$ 2,300.00	$ 60.00	$ 1,200.00	$ 300.00	$ 6,000.00
36	40	LF	8" Sewer pipe and embedment	$ 70.00	$ 2,800.00	$ 45.00	$ 1,800.00	$ 250.00	$ 10,000.00
37	40	SY	Asphalt Surface Restoration	$ 65.00	$ 2,600.00	$ 140.00	$ 5,600.00	$ 200.00	$ 8,000.00
38	40	SY	Concrete Surface Restoration	$ 65.00	$ 2,600.00	$ 150.00	$ 6,000.00	$ 200.00	$ 8,000.00
39	20	SY	Sidewalk Replacement	$ 32.00	$ 640.00	$ 150.00	$ 3,000.00	$ 120.00	$ 2,400.00

CITY OF FAYETTEVILLE
FAYETTEVILLE WASTEWATER SYSTEM IMPROVEMENT PROJECT
WL-9 NON-CRITICAL CUTOVER

						Contractors Bidding Project			
Bid Date: September 30, 2008				RJN Group Engineers Estimate		Goodwin & Goodwin 3503 Free Ferry Road Fort Smith, AR 72903 Ofc: (479) 651-7321 Fax: (479) 783-7555		T-G Excavating 26016 E. Admiral Place Catoosa, OK 74015 Ofc: (918) 266-4736 FAX: (918) 266-4734	
Item No.	**Quantity**	**Unit**	**Item Description**			**Unit Cost**	**Total Amount**		
40	20	CY	Trench Foundation Material	$ 60.00	$ 1,200.00	$ 45.00	$ 900.00	$ 90.00	$ 1,800.00
41	10	TN	Granular Backfill, (Class 7 Base)	$ 40.00	$ 400.00	$ 45.00	$ 450.00	$ 40.00	$ 400.00
42	10	TN	Riprap	$ 350.00	$ 3,500.00	$ 65.00	$ 650.00	$ 150.00	$ 1,500.00
43	1	EA	Clay Dam	$ 300.00	$ 300.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00
44	1	EA	Permanent Plug in Exist. Sewer at Manhole	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 7,000.00	$ 7,000.00
45	1	EA	Temporary Plug in Exist. Sewer at Manhole	$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00
46	1	LS	Trench Compaction Tests	$ 2,500.00	$ 2,500.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00
47	2	EA	Tree Protection	$ 200.00	$ 400.00	$ 600.00	$ 1,200.00	$ 400.00	$ 800.00
48	100	SY	Hydromulch Seeding	$ 5.00	$ 500.00	$ 5.00	$ 500.00	$ 2.00	$ 200.00
49	100	SY	Sod Replacement	$ 7.00	$ 700.00	$ 8.00	$ 800.00	$ 7.00	$ 700.00
50	100	LF	Trench Excavation and Safety System	$ 2.00	$ 200.00	$ 100.00	$ 10,000.00	$ 50.00	$ 5,000.00
51	14100	LF	Clean and TV 12" Force Main	$ 4.00	$ 56,400.00	$ 8.00	$ 112,800.00	$ 5.00	$ 70,500.00
			BID TOTAL:		$1,501,988.00		~~$1,584,500.00~~		$1,777,777.00
			CORRECTED TOTAL:				$1,546,400.00		

Engineer Certification:

Thomas A. Harris P.E.
10/2/2008

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 8589
THOMAS A. HARRIS

rjngroup
Excellence through Ownership
www.rjn.com

December 15, 2008

Mr. Dave Jurgens, P.E.
City of Fayetteville
Director Water and Wastewater
113 West Mountain Street
Fayetteville, AR 72701

Subject: Fayetteville Westside Wastewater Improvements - WL-9
RJN#18187500

Dear Mr. Jurgens:

RJN has reviewed and processed the Contractor Bids for the above referenced project. All bids are correct as submitted by each contractor. Goodwin & Goodwin, Inc. is certified to be the low bidder with a total bid amount of one million five hundred eighty-one thousand five hundred dollars and no cents ($ 1,581,500.00).

RJN has checked references supplied by Goodwin & Goodwin, Inc. All references checked have stated that Goodwin & Goodwin Inc's. work has been excellent, completed on time, and they make an extra effort to insure that effected property owners are kept informed and appeased. Goodwin & Goodwin Inc. has completed projects with a total cost of over $12 Million, and has completed the WWA Southeast project this year that exceeded $7 Million.

Subsequent to accepting the bids and determining that Goodwin & Goodwin, Inc. was the low bidder, RJN and the City of Fayetteville Staff negotiated with Goodwin & Goodwin, Inc. to modify the project scope and unit bid prices for the project. The final negotiated project cost for the modified scope is one million five hundred forty-three thousand six hundred dollars and no cents ($ 1,543,600.00).

RJN recommends that the modified project scope for WL-9 in the amount of $ 1,543,600.00 be awarded to the low bidder, Goodwin & Goodwin, Inc. Attached are the required bonds, and insurance certificate.

Should you have any further questions, please call me at (972) 437-4300.

RJN Group, Inc.

Thomas A. Harris, P.E.
Senior Project Manager

xc: file

DOCUMENT 00400 –BID FORM

Project Name: Wastewater System Improvements Project

Contract Name: Westside Collection System Non-Critical Cutover Plan
WL-1, WL-2, WL 3, & WL 4

Contract No.: WL-9

RLF Project No.: CS-050803-03

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Ft. Smith, AR 72903

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
1	Sept. 4th
2	Sept. 10th
3	Sept. 24th

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

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a hazardous environmental condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 00400 –BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

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

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

DOCUMENT 00400 –BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Unit Price Schedule:

BASE LUMP SUM BID ITEMS

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1.	1	LS	Mobilization (Not to Exceed 5% of All Other Contract Items) Sixty-five thousand and 00/100 Dollars/LS Words	($ 65,000.00)	($ 65,000.00)
2.	1	LS	Erosion Control and BMP One hundred twenty-five thousand and 00/100 Dollars/LS Words	($ 125,000.00)	($ 125,000.00)
3.	1	LS	Project NC-1 Sixteen thousand and 00/100 Dollars/LS Words	($ 16,000.00)	($ 16,000.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
4.	1	LS	Project NC-2 Sixteen thousand and 00/100 Dollars/LS Words	($ 16,000.00)	($ 16,000.00)
5.	1	LS	Project NC-3 Sixty-five thousand and 00/100 Dollars/LS Words	($ 65,000.00)	($ 65,000.00)
6.	1	LS	Project NC-4 Sixteen thousand and 00/100 Dollars/LS Words	($ 16,000.00)	($ 16,000.00)
7.	1	LS	Project NC-5 Eighteen thousand and 00/100 Dollars/LS Words	($ 18,000.00)	($ 18,000.00)
8.	1	LS	Project NC-6 Sixty-four thousand and 00/100 Dollars/LS Words	($ 64,000.00)	($ 64,000.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	**EST. QTY.**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**
9.	1	LS	Project NC-6 Pinch Valve _____ _____ Dollars/LS Words	($_____)	($_____)
10.	1	LS	Project NC-7 Thirty-two thousand and 00/100 _____ Dollars/LS Words	($ 32,000.00)	($ 32,000.00)
11.	1	LS	Project NC-7 Hamestring Lift Station Chemical Tank Demo Nine thousand and 00/100 _____ Dollars/LS Words	($ 9,000.00)	($ 9,000.00)
12.	1	LS	Project NC-8 Thirty-three thousand and 00/100 _____ Dollars/LS Words	($ 33,000.00)	($ 33,000.00)
13.	1	EA	Project NC-8 Junction Box #1 Sixty-eight thousand and 00/100 _____ Dollars/EA Words	($ 68,000.00)	($ 68,000.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	**EST. QTY.**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**
14.	1	LS	Project NC-9 Eighteen thousand and 00/100 Dollars/LS Words	($ 18,000.00)	($ 18,000.00)
15.	1	LS	Project NC-10 Fourteen thousand and 00/100 Dollars/LS Words	($ 14,000.00)	($ 14,000.00)
16.	1	LS	Project NC-11 Twenty-two thousand and 00/100 Dollars/LS Words	($ 22,000.00)	($ 22,000.00)
17.	1	LS	Project NC-12 Eighteen thousand and 00/100 Dollars/LS Words	($ 18,000.00)	($ 18,000.00)
18.	1	LS	Project NC-13 Fourteen thousand and 00/100 Dollars/LS Words	($ 14,000.00)	($ 14,000.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
19.	1	LS	Project NC-14 Twenty-two thousand and 00/100 Dollars/LS Words	($ 22,000.00)	($ 22,000.00)
20.	1	LS	Project NC-15 Six hundred twenty thousand and 00/100 Dollars/LS Words	($ 620,000.00)	($ 620,000.00)
21.	1	LS	Project NC-15 Junction Box Thirty thousand and 00/100 Dollars/LS Words	($ 30,000.00)	($ 30,000.00)
22.	1	LS	Project NC-15 Lift Station Demo Twenty thousand and 00/100 Dollars/LS Words	($ 20,000.00)	($ 20,000.00)
23.	1	LS	Project NC-16 Eighteen thousand and 00/100 Dollars/LS Words	($ 18,000.00)	($ 18,000.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
24.	1	LS	Project NC-17 Lift Station Refurbishment Ninety-two thousand and 00/100 Dollars/LS Words	($ 92,000.00)	($ 92,000.00)
25.	1	LS	Project NC-18 Twenty-eight thousand and 00/100 Dollars/EA Words	($ 28,000.00)	($ 28,000.00)
26.	19	EA	Project NC-19 4 Ft. Dia. Std. Manhole, 0-6 Ft. Deep Dollars/EA Words	($_____)	($_____)
27.	30	VF	Project NC-19 4 Ft. Dia. Manhole Extra Depth, Over 6 Ft. Deep Dollars/VF Words	($_____)	($_____)
28.	1	LS	Project NC-20 Fish Ladder Twenty-four thousand five hundred and 00/100 Dollars/LS Words	($ 24,500.00)	($ 24,500.00)

DOCUMENT 00400 –BID FORM (continued)

ADDITIONAL BID ITEMS

The following bid items are to be used for additional work that is not shown on the construction drawings to be completed at the direction of the City and are not considered payment for work under the lump sum bid items.

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
29.	1	EA	4 Ft. Dia. Std. Manhole, 0-6 Ft. Deep Three Thousand five hundred and 00/100 Dollars/EA Words	($ 3,500.00)	($ 3,500.00)
30.	1	EA	4 Ft. Dia. Drop Manhole, 0-6 Ft. Deep Five Thousand and 00/100 Dollars/EA Words	($ 5,000.00)	($ 5,000.00)
31.	20	VF	4 Ft. Dia. Manhole Extra Depth, Over 6 Ft. Deep Three Hundred fifty and 00/100 Dollars /VF Words	($ 350.00)	($ 7,000.00)
32.	1	EA	5 Ft. Dia. Std. Manhole, 0-6 Ft. Deep Four Thousand eight hundred and 00/100 Dollars/EA Words	($ 4,800.00)	($ 4,800.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	**EST. QTY.**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**
33.	1	EA	5 Ft. Dia. Drop Manhole, 0-6 Ft. Deep Five Thousand and 00/100 Dollars/EA Words	($ 5,000.00)	($ 5,000.00)
34.	10	VF	5 Ft. Dia. Manhole Extra Depth, Over 6 Ft. Deep Five Hundred and 00/100 Dollars /VF Words	($ 500.00)	($ 5,000.00)
35.	20	LF	12" Sewer pipe and embedment Sixty and 00/100 Dollars/LF Words	($ 60.00)	($ 1,200.00)
36.	40	LF	8" Sewer pipe and embedment Forty-five and 00/100 Dollars/LF Words	($ 45.00)	($ 1,800.00)
37.	40	SY	Asphalt Surface Restoration One Hundred forty and 00/100 Dollars /SY Words	($ 140.00)	($ 5,600.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	**EST. QTY.**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**
38.	40	SY	Concrete Surface Restoration One Hundred fifty and 00/100 Dollars /SY Words	($ 150.00)	($ 6,000.00)
39.	20	SY	Sidewalk Replacement One Hundred fifty and 00/100 Dollars /SY Words	($ 150.00)	($ 3,000.00)
40.	20	CY	Trench Foundation Material Forty-five and 00/100 Dollars /CY Words	($ 45.00)	($ 900.00)
41.	10	TN	Granular Backfill, (Class 7 Base) Forty-five and 00/100 Dollars /TN Words	($ 45.00)	($ 450.00)
42.	10	TN	Riprap Sixty-five and 00/100 Dollars /TN Words	($ 65.00)	($ 650.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
43.	1	EA	Clay Dam One Thousand five hundred and 00/100 Dollars/EA Words	($ 1,500.00)	($ 1,500.00)
44.	1	EA	Permanent Plug in Exist. Sewer at Manhole Three Thousand and 00/100 Dollars /EA Words	($ 3,000.00)	($ 3,000.00)
45.	1	EA	Temporary Plug in Exist. Sewer at Manhole One Thousand two hundred and 00/100 Dollars/EA Words	($ 1,200.00)	($ 1,200.00)
46.	1	LS	Trench Compaction Tests Eight Thousand and 00/100 Dollars /LS Words	($ 8,000.00)	($ 8,000.00)
47.	2	EA	Tree Protection Six Hundred and 00/100 Dollars /EA Words	($ 600.00)	($ 1,200.00)

DOCUMENT 00400 –BID FORM (continued)

CONTRACT WL-9 Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4 BID SCHEDULE					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
48.	100	SY	Hydromulch Seeding Five and 00/100 Dollars /SY Words	($ 5.00)	($ 500.00)
49.	100	SY	Sod Replacement Eight and 00/100 Dollars /SY Words	($ 8.00)	($ 800.00)
50.	100	LF	Trench Excavation and Safety System One Hundred and 00/100 Dollars /LF Words	($ 100.00)	($ 10,000.00)
51.	14,100	LF	Clean and TV 12" Force Main Dollars /LF Words	($)	($)

BID TOTAL PRICE:

TOTAL PRICE $ One Million five hundred forty-three thousand six hundred and 00/100 Dollars ($ 1,543,600.00).

DOCUMENT 00400 –BID FORM (continued)

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

2. Bidder must provide pipe material as indicated on the plan sheets. No substitutions of type of pipe will be allowed.

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security, not less than 5% of the Bid total, in the form of a certified or bank cashier's check or a Bid Bond and in the amount of Eighty Seven Thousand Dollars ($ 87,000.00).

B. Required Bidder's Qualification Statement with supporting data (DOCUMENT 00140).

C. List of Subcontractors (DOCUMENT 00430)

1. Ace Pipe Cleaning

2. Suncoast Infrostructure

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Bryan Goodwin

Phone No. (479) 651-7321

FAX No. (479) 783-7555

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on Sept. 30, 2008.

Arkansas State Contractor License No. 00169604-09.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

A Partnership

Partnership Name: _____(SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Goodwin & Goodwin, Inc. (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): _____

Service

By: _____

(Signature – attach evidence of authority to sign)

Name (type or printed): Bryan Goodwin

Title: President

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: 3503 Free Ferry Road

Ft. Smith, AR 72903

Phone No.: (479) 651-7321 FAX No.: (479) 783-7555

END OF DOCUMENT 00400

DOCUMENT 00500 – AGREEMENT

BETWEEN THE CITY OF FAYETTEVILLE AND _____

Project Name: Fayetteville Wastewater System Improvement Project

Contract Name: Westside Collection System Non-Critical Cutover Plan WL-1, WL-2, WL-3, & WL-4

Contract No.: WL-9

RLF Project No.: CS-0500803-03

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2008 by and between the CITY OF FAYETTEVILLE (hereinafter called the CITY OF FAYETTEVILLE) and Goodwin & Goodwin, Inc. _____(hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 GOODWIN & GOODWIN, INC. shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract is generally described as follows:

The Contract provides for abandoning 8 manholes, cut and plug approximately 29 sanitary sewer lines at manholes, recondition the manholes at the plug area and epoxy coat, cut and plug approximately 10 force mains, and abandon 8 lift stations. Install a 24-inch pinch valve, and electric actuator; modify a junction box to accommodate slide gates and reshape invert; modify lift station wet well for use as a junction structure; construct approximately 235 linear feet of 8-inch to 21-inch sanitary sewer; construct a junction box with sluice gate; and construct approximately 19 4-foot diameter manholes of varying depths and locations along an existing force main, and cut out the force main inside the manholes. Additional work to include erosion control, remove an aerial crossing and install a fish ladder, tree protection, and other related work throughout the northeast and northwest part of Fayetteville, Arkansas.

1.02 The Contract for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

DOCUMENT 00500 – AGREEMENT (continued)

The CITY OF FAYETTEVILLE, Arkansas is undertaking a project to redirect sewer flows from portions of the City in the Illinois River drainage basin to a new wastewater treatment plant on the west side of the City and upgrade sewers in the City which are in the White River drainage basin and upgrade the existing wastewater treatment plant on the east side of the City. The project is known as the Wastewater System Improvement Project and includes, but may not be limited to, four areas of improvements as follows:

1. Westside Wastewater Treatment Plant.
2. Westside Collection System Improvements.
3. Paul R. Noland Wastewater Treatment Plant Improvements.
4. Eastside Collection System Improvements.

ARTICLE 2 - ENGINEER

2.01 The Contract has been designed by RJN GROUP, INC. RJN GROUP, INC. assumes all duties and responsibilities, and has the rights and authority assigned to RJN GROUP, INC. in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within One Hundred eighty (180) consecutive calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS. Substantial completion shall mean all line work and manholes installed and tested according to the specifications outlined in Division 02, all surface restoration

DOCUMENT 00500 – AGREEMENT (continued)

completed including but not limited to disturbed wetlands, fences, pavement, etc. The project shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within Two Hundred (200) consecutive calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. The CITY OF FAYETTEVILLE and ***GOODWIN & GOODWIN, INC.*** recognize that time is of the essence of this Agreement and that the CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the CITY OF FAYETTEVILLE if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, the CITY OF FAYETTEVILLE and ***GOODWIN & GOODWIN, INC.*** agree that as liquidated damages for delay (but not as a penalty) ***GOODWIN & GOODWIN, INC.*** shall pay the CITY OF FAYETTEVILLE One Thousand Dollars ($1,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if ***GOODWIN & GOODWIN, INC.*** shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by the CITY OF FAYETTEVILLE, ***GOODWIN & GOODWIN, INC.*** shall pay the CITY OF FAYETTEVILLE One Thousand Dollars ($1,000.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and ***GOODWIN & GOODWIN, INC.*** agrees to accept, as full and final compensation for all work done under this

DOCUMENT 00500 – AGREEMENT (continued)

agreement, the amount based on the prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and measurements and determinations of actual quantities and classifications are to be made by RJN GROUP, INC. as provided in the General Conditions.

4.03 The CITY OF FAYETTEVILLE shall pay ***GOODWIN & GOODWIN, INC.*** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. For all Work, at the prices stated in ***GOODWIN & GOODWIN, INC.***'s Bid, attached hereto as an Exhibit.

4.04 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. ***GOODWIN & GOODWIN, INC.*** shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by the CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of ***GOODWIN & GOODWIN, INC.***'s Applications for Payment as recommended by RJN GROUP, INC. on or about the 20th day of each month during construction. All such payments

DOCUMENT 00500 – AGREEMENT (continued)

will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as RJN GROUP, INC. shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.

   a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by RJN GROUP, INC. and if the character and progress of the Work have been satisfactory to the CITY OF FAYETTEVILLE and RJN GROUP, INC., the CITY OF FAYETTEVILLE on recommendation of RJN GROUP, INC. may determine that as long as the character and progress of the Work subsequently remain satisfactory to them a 5 percent retainage will be withheld on the remaining progress payments prior to Substantial Completion; and

   b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to the CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, the CITY OF FAYETTEVILLE shall pay an amount sufficient to increase total payments to ***GOODWIN & GOODWIN, INC.*** to 95% of the Contract Price (with the balance being retainage), less such amounts as RJN GROUP, INC. shall determine, or the CITY OF FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, the CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by RJN GROUP, INC. and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - *GOODWIN & GOODWIN, INC.*'S REPRESENTATIONS

6.01 In order to induce the CITY OF FAYETTEVILLE to enter into this Agreement, ***GOODWIN & GOODWIN, INC.*** makes the following representations:

A. ***GOODWIN & GOODWIN, INC.*** has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

B. ***GOODWIN & GOODWIN, INC.*** has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. ***GOODWIN & GOODWIN, INC.*** is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. ***GOODWIN & GOODWIN, INC.*** has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. ***GOODWIN & GOODWIN, INC.*** acknowledges that the CITY OF FAYETTEVILLE and RJN GROUP, INC. do not assume responsibility for the accuracy or completeness of

DOCUMENT 00500 – AGREEMENT (continued)

information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. ***GOODWIN & GOODWIN, INC.*** has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by ***GOODWIN & GOODWIN, INC.*** and safety precautions and programs incident thereto.

F. ***GOODWIN & GOODWIN, INC.*** does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. ***GOODWIN & GOODWIN, INC.*** is aware of the general nature of work to be performed by the CITY OF FAYETTEVILLE and others at the Site that relates to the Work as indicated in the Contract Documents.

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

I. ***GOODWIN & GOODWIN, INC.*** has given RJN GROUP, INC. written notice of all conflicts, errors, ambiguities, or discrepancies that ***GOODWIN & GOODWIN, INC.*** has discovered in the Contract Documents and the written resolution thereof by RJN GROUP, INC. is acceptable to ***GOODWIN & GOODWIN, INC.***

DOCUMENT 00500 – AGREEMENT (continued)

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between the CITY OF FAYETTEVILLE and ***GOODWIN & GOODWIN, INC.*** concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. ***GOODWIN & GOODWIN, INC.***'s Bid.

   c. Documentation submitted by ***GOODWIN & GOODWIN, INC.*** prior to Notice of Award.

   d. ***GOODWIN & GOODWIN, INC.***'s Act of Assurance Form.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. MBE / WBE Compliance Evaluation Form.

6. Supplementary Conditions.

7. Labor-Related Regulations.

8. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

9. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

   Non-Critical Cutover Plan WL-1, WL-2, WL-3, And WL-4, Contract WL-9

10. Addenda numbers one to four, inclusive.

11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

A. The CITY OF FAYETTEVILLE and ***GOODWIN & GOODWIN, INC.*** each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY OF FAYETTEVILLE and ***GOODWIN & GOODWIN, INC.***, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS: Not Applicable.

8.06 CONTROLLING LAW

A. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

8.07 ARKANSAS FREEDOM OF INFORMATION ACT

A. City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ***GOODWIN & GOODWIN, INC.*** will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, the CITY OF FAYETTEVILLE and ***GOODWIN & GOODWIN, INC.*** have signed this Agreement in quadruplicate. One counterpart each has been delivered to the CITY OF FAYETTEVILLE, ***GOODWIN & GOODWIN, INC.***, and RJN GROUP, INC. All portions of the Contract Documents have been signed, initialed, or identified by the CITY OF FAYETTEVILLE and ***GOODWIN & GOODWIN, INC.***

This Agreement will be effective on _____, 2008, which is the Effective Date of the Agreement.

GOODWIN & GOODWIN, INC.

_____

By: _____

Title: President

(SEAL)

Attest _____

Address for giving notices

3503 Free Ferry Road

Ft. Smith, AR 72903

License No. 00169604-09

Agent for Service of process

_____

GOODWIN & GOODWIN, INC.

is a corporation, attach evidence of authority to sign.)

City of Fayetteville

Fayetteville, Arkansas

By: _____

Title: Mayor

(SEAL)

Attest _____

Address for giving notices

113 West Mountain Street

Fayetteville, AR 72701

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: City of Fayetteville

END OF DOCUMENT 00500

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
1. Submission procedures.
2. Changes of Contract Sum.
3. Description of Unit Prices.

B. Related Sections:
1. DOCUMENT 00400– BID FORM.
2. DOCUMENT 00500 –AGREEMENT.
3. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 SUBMISSION PROCEDURES

A. Insert on DOCUMENT 00400 – BID FORM, Unit Prices for Work or materials listed in this Section.
1. Such Unit Prices shall apply for additions and deletions.

1.03 CHANGES TO CONTRACT SUM

A. Unit Prices shall constitute full compensation or credit, as the case may be, for the complete provision, fabrication, and installation of each item listed in this Section based solely on Work in place, including all necessary labor, product, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete the Work in place, and including insurance, overhead, profit and supervision.

B. The Unit Prices are listed on DOCUMENT 00400 – BID FORM, and will apply to the net change on any given change to the scope of Work.

C. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.

D. Contractor shall take measurements and compute quantities for which Unit Price items are applicable.
1. Engineer will verify measurements and quantities.
   a. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as the Engineer requires.
2. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the Unit Price for Work which is incorporated in or made necessary by the Work.
3. Payment will not be made for any of the following:
   a. Products wasted or disposed of in a manner unacceptable to Engineer.
   b. Products which Engineer determines as unacceptable before or after installation.
   c. Product not completely unloaded from the transporting vehicle.
   d. Products installed beyond the lines and levels of the required Work.
   e. Products not installed after completion of Work.
   f. Loading, hauling, and disposing of rejected Products.

SECTION 01270 – UNIT PRICES (continued)

1.04 DESCRIPTION OF UNIT PRICES

A. Unit Prices are defined below and in Divisions 2 through 3.

1. Bid Item No. 1 – Mobilization - Section 02100

2. Bid Item No. 2 – Erosion Control and BMP – For the lump sum price bid provide all labor, equipment, and materials to complete all work associated with Section 02270, except fish ladder (see Bid Item 28) including attending BMP training session conducted by the OWNER at the City offices.

3. Bid Item No. 3 – Project NC-1 – For the lump sum price bid provide all labor, equipment, and materials to abandon three (3) manholes; cut and plug existing 12-inch sanitary sewer lines at three (3) manholes; refurbish the interior of one manhole and epoxy coat the manhole patch; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

4. Bid Item No. 4 – Project NC-2 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug existing sanitary sewer lines at one (1) manhole; refurbish the interior of one manhole and epoxy coat the manhole patch; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

5. Bid Item No. 5 – Project NC-3 – For the lump sum price bid provide all labor, equipment, and materials to abandon three (3) manholes; cut and plug existing sanitary sewer lines at four (4) manholes; refurbish the interior of the manholes and epoxy coat the manhole patches; cut and plug existing force main outside of the lift station; abandon the Poplar Street Lift Station including the wet well, valves, above ground piping, vaults; removal and disposal of all concrete and materials; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

6. Bid Item No. 6 – Project NC-4 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug existing sanitary sewer lines at three (3) manholes; refurbish the interior of the manholes and epoxy coat the manhole patch; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to

SECTION 01270 – UNIT PRICES (continued)

maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

7. Bid Item No. 7 – Project NC-5 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug existing sanitary sewer lines at two (2) manholes; refurbish the interior of the manholes and epoxy coat the manhole patch; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

8. Bid Item No. 8 – Project NC-6 – For the lump sum price bid provide all labor, equipment, and materials to abandon three (3) manholes; cut and plug existing sanitary sewer lines at four (4) manholes; refurbish the interior of four (4) manholes and epoxy coat the patches on five (5) manholes; cut and plug existing force main outside of the lift station; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; stabilize creek bank adjacent lift station and install rock rip-rap; removal of chain link fence; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

9. Bid Item No. 10 – Project NC-7 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug existing sanitary sewer lines at two (2) manholes; refurbish the interior of the manholes and epoxy coat the manhole patch; construct a 4-foot diameter standard manhole over the existing force main; install 12-inch plug valve and valve box; install approximately 30 linear feet of 12-inch PVC from the new manhole to existing manhole I-15(002), refurbish and epoxy coat the interior of manhole I-15(002) at the connection; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

10. Bid Item No. 11 – Project NC-7 Hamestring Lift Station Chemical Tank Demo – For the lump sum price bid provide all labor, equipment, and materials to remove, drain and dispose of chemical tank; including all traffic control; and any other item necessary for a complete project.

SECTION 01270 – UNIT PRICES (continued)

11. Bid Item No. 12 – Project NC-8 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug three existing sanitary sewer lines at two (2) manholes; refurbish the interior of the manholes and epoxy coat the entire manhole; cut existing force main outside of the lift station adjacent to MH#55; construct 4.0' diameter manhole over force main and install 12 feet of 12" PVC and connect to MH#55; epoxy coat interior of new 4.0' diameter manhole; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

12. Bid Item No. 13 – Project NC-8 Junction Box#1 – For the lump sum price bid provide all labor, equipment, and materials to remove the top from the existing junction box, reconstruct and refurbish the junction box according to the plan details; connect to existing stub out and install 45 linear feet of 18-inch PVC sewer pipe to connect to Junction Box #1; construct one (1) 5-foot diameter manhole; including all traffic control; permits; removal and disposal of all material and concrete; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

13. Bid Item No. 14 – Project NC-9 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug an existing sanitary sewer line at manhole; refurbish the interior of the manhole and epoxy coat the manhole patch; cut and plug existing force main outside of the Clabber Creek Lift Station;-including excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

14. Bid Item No. 15 – Project NC-10 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug an existing sanitary sewer line at one (1) manhole; refurbish the interior of the manhole and epoxy coat the manhole patch; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

SECTION 01270 – UNIT PRICES (continued)

15. Bid Item No. 16 – Project NC-11 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug existing sanitary sewer lines at two (2) manholes; refurbish the interior of the manholes; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

16. Bid Item No. 17 – Project NC-12 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug an existing sanitary sewer line at manhole; refurbish the interior of the manhole and epoxy coat the manhole patch; cut and plug existing force main outside of Truckers Lift Station #20 including excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

17. Bid Item No. 18 – Project NC-13 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug an existing sanitary sewer line at manhole; refurbish the interior of the manhole and epoxy coat the manhole patch; abandon one (1) manhole; cut and plug existing force main outside of the Firefly Catch Lift Station; including excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

18. Bid Item No. 19 – Project NC-14 – For the lump sum price bid provide all labor, equipment, and materials to abandon one (1) manhole; refurbish the interior of two manholes and epoxy coat the manholes at patches; cut and plug existing force main outside of the Crystal Springs Lift Station; including excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

19. Bid Item No. 20 – Project NC-15 – For the lump sum price bid provide all labor, equipment, and materials to construct one (1) 6-foot diameter manhole over existing 18-inch sanitary sewer line and connect 21-inch sanitary sewer; install 65 linear feet of 21-inch sanitary sewer and connect to existing stubout from manhole #57; refurbish the interior of the manhole #57 and epoxy coat the entire manhole; cut and plug existing force main at the tee outside and east of the lift station and the force main on the west side of the lift station; remove the existing 12-inch and 18-inch sanitary sewer lines and construct 25 linear feet of 18-inch PVC from the junction box (Bid Item 20) to the south lift station wet well; including all traffic control; permits; any necessary bypass pumping to maintain sewer flow; excavation

SECTION 01270 – UNIT PRICES (continued)

at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project. .

20. Bid Item No. 21 – Project NC-15 Junction Box – For the lump sum price bid provide all labor, equipment, and materials to remove existing manhole #57A and construct a junction box with sluice gate according to the plan details; epoxy coat the entire manhole junction box; including all traffic control; permits; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

21. Bid Item No. 22 – Project NC-15 Lift Station Demo – For the lump sum price bid provide all labor, equipment, and materials to partially abandon the Old Wire Road Lift Station #03 including the north wet well, the north can station, valves, above ground piping, vaults; removal of existing generator and fuel tank and transport to a location as directed by the City; removal and disposal of all concrete and materials; including all traffic control; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project. ***The south wet well and station must remain operable and in service at all times.***

22. Bid Item No. 23 – Project NC-16 – For the lump sum price bid provide all labor, equipment, and materials to construct a 4-foot diameter manhole over the existing 8-inch sanitary sewer; cut and plug the existing sanitary sewer line at the manhole; connect and install 70 linear feet of 8-inch PVC and connect to the existing manhole; reshape the existing manhole invert and refurbish the interior of the manhole; cut and plug existing force main outside of the Holt Lift Station; including excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

23. Bid Item No. 24 – Project NC-17 Lift Station Refurbishment – For the lump sum price bid provide all labor, equipment, and materials to clean and refurbish wet well 'B' of the Gregg Avenue Lift Station; abandon the south Gregg Avenue Lift Station including wet well, valves, above ground piping, vaults; remove air release valve and manhole and cut and plug force main; removal and disposal of all concrete and materials; including all traffic control; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and

SECTION 01270 – UNIT PRICES (continued)

seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

24. Bid Item No. 25 – Project NC-18 – For the lump sum price bid provide all labor, equipment, and materials to cut and plug an existing sanitary sewer line at manhole; refurbish the interior of the manhole and epoxy coat the entire manhole; including all traffic control; permits; removal and salvage of temporary plugs as directed; any necessary bypass pumping to maintain sewer flow; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

25. Bid Item No. 28 – Project NC-20 Fish Ladder – For the lump sum price bid provide all labor, equipment, and materials to remove approximately 90 linear feet of steel encasement, concrete pier, and sanitary sewer pipe creek crossing; plug existing sanitary sewer line outside of creek bank at manholes; construct fish ladder and restore creek channel and banks according to specification 02270; excavation at all depths; rock excavation; backfill; compaction; top soil; surface restoration including all types of paved surfaces; sodding and seeding to match existing vegetation; trench excavation and safety systems; all testing; and any other item necessary for a complete project.

26. Bid Item No. 29 – 51 Unit cost work as directed by the City. Measurement and payment are defined in Divisions 2 and 3.

PART 2 - PART 2 – PRODUCTS

NOT USED

PART 3 - PART 3 – EXECUTION

NOT USED

END OF SECTION 01270

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

1/6/2009
City Council Meeting Date

Chris Brown	Engineering	Operations
Submitted By	Division	Department

Action Required:

A resolution to award a contract to Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road, Hwy 540 to Alpine Avenue, and approve a project contingency of 10% in the amount of $246,724.

$ 2,467,237.77	$ 23,992,298.00	Mount Comfort(Shiloh/Deane Solomon)
Cost of this request	Category / Project Budget	Program Category / Project Name
4520.9520.5809.00	$ 5,480,608.91	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
06035.1600	$ 18,511,689.09	2006A Sales Tax Construction
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] Budget Adjustment Attached [ ]

Department Director for GARY DUMAS — 12/17/08 Date

City Attorney — 12/19/08 Date

Finance and Internal Service Director — 12-19-08 Date

Mayor — 12/22/08 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 12-17-08 ENTERED

Received in Mayor's Office ENTERED 12/19/08

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Ron Petrie, City Engineer

Date: December 17, 2008

Subject: A resolution to award a contract to Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road, Hwy 540 to Alpine Avenue, and approve a project contingency of 10% in the amount of $246,724.

RECOMMENDATION:

Staff recommends approval of a resolution awarding a contract to Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road, Hwy 540 to Alpine Avenue, and approval of a project contingency in the amount of 10% of the amount bid ($246,724.)

BACKGROUND:

Mount Comfort Road Improvements are a part of the Transportation Improvement Bond Program. The project includes major intersection improvements at the I540/Shiloh Drive Intersection, relocation of Shiloh Drive to the west, signalization of 4 intersections along Mount Comfort, and widening of Mount Comfort to 4 lanes from I-540 to Rupple Road.

The improvements have been designed by Garver Engineers.

DISCUSSION:

Bids were received on December 16th, 2008 for Contract 1 of the improvements. Contract 1 includes relocation and realignment of Shiloh Drive, widening of Mount Comfort Road from I-540 to Alpine Avenue, widening of the southbound I-540 off ramp, and signalization at Shiloh Drive and at the southbound on-off ramps.

Eight bids were received, ranging from a high of $3,471,450 to the low bid of $2,467,237.77. The low bid was submitted by Decco Contractors-Paving, Inc. of Rogers. Decco is a well-known local contractor that has demonstrated their ability to complete a contract of this size and type. Garver Engineers has reviewed the bids and prepared a bid tabulations, and also recommends approval of the contract with Decco in the attached letter.

BUDGET IMPACT:

This Contract will be funded with a portion of the 2006 Transportation Bond Issue proceeds. The contract amount plus contingency is within the original project estimate of $2,739,660 for construction of this portion of the project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH DECCO CONTRACTORS-PAVING, INC. IN THE AMOUNT OF $2,467,237.77 FOR CONSTRUCTION OF IMPROVEMENTS TO MOUNT COMFORT ROAD FROM I-540 TO ALPINE AVENUE; AND APPROVING A 10% PROJECT CONTINGENCY IN THE AMOUNT OF $246,724.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a 10% Project Contingency in the amount of $246,724.00.

PASSED and **APPROVED** this 6th day of January, 2009.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDON, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

Garver Engineers, LLC

1088 East Millsap Road
Fayetteville, AR 72703

479-527-9100
FAX 479-527-9101

www.garverengineers.com

GARVER|ENGINEERS

December 17, 2008

Mr. Ron Petrie, P.E.
City Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: City of Fayetteville
Mount Comfort Road Improvement - (Contract 1) Alpine Avenue to I-540
Recommendation of Award

Dear Mr. Petrie:

Bids were received for the "Mount Comfort Road Improvement - (Contract 1) Alpine Avenue to I-540" project at the Fayetteville City Hall - Purchasing Department, Room 306, at 2:00 p.m. on December 16, 2008, and they were opened shortly after at the Fayetteville City Hall, Room 326. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 8 bids were received on the project. Decco Contractors, Inc. submitted the low bid for the project in the amount of $2,467,237.77. The Engineer's Opinion of Probable Cost was $3,424,537.10.

We believe that the bid submitted by Decco Contractors, Inc. represents a good value for the City of Fayetteville. We recommend that the construction contract for the "Comfort Road Improvement Contract 1 – Alpine Avenue to I-540" be awarded to Decco Contractors, Inc.

Please call me if you have any questions.

Sincerely,

GARVER ENGINEERS, LLC

Lance Heiliger, P.E.
Project Manager

Attachments: Bid Tabulation

L:\2006\0605-1200 FayAR Mount Comfort Road\Specifications\2008-12-16 Recommendation of Award Contract 1.doc

BID TAB - MT. COMFORT ROAD IMPROVEMENT CONTRACT 1 ALPINE AVE. TO I-540 Bid No. 08-73

#	DESCRIPTION	QTY	UNIT	Engineers Estimate UNIT PRICE	Engineers Estimate TOTAL	Decco Contractors-Paving Inc. UNIT PRICE	Decco Contractors-Paving Inc. TOTAL	Total Site Development UNIT PRICE	Total Site Development TOTAL	Sweetser UNIT PRICE	Sweetser TOTAL	Tomlinson UNIT PRICE	Tomlinson TOTAL	APAC Arkansas UNIT PRICE	APAC Arkansas TOTAL	N.E.C, Inc. UNIT PRICE	N.E.C, Inc. TOTAL	Mobley Contractors, Inc. UNIT PRICE	Mobley Contractors, Inc. TOTAL	Township Builders, Inc. UNIT PRICE	Township Builders, Inc. TOTAL
1	Roadway Construction Control	LS	1	$ 85,000.00	$ 85,000.00	$ 20,500.00	$ 20,500.00	$ 25,000.00	$ 25,000.00	$ 16,500.00	$ 16,500.00	$ 22,000.00	$ 22,000.00	$ 29,500.00	$ 29,500.00	$ 41,000.00	$ 41,000.00	$ 38,884.50	$ 38,884.50	$ 31,000.00	$ 31,000.00
2	Trench Excavation and Safety Systems	LS	1	$ 25,000.00	$ 25,000.00	$ 22,440.00	$ 22,440.00	$ 20,000.00	$ 20,000.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 2,315.00	$ 2,315.00	$ 1.10	$ 1.10	$ 7,656.25	$ 7,656.25	$ 19,000.00	$ 19,000.00
3	Clearing, Grubbing, and Demolition	LS	1	$ 90,000.00	$ 90,000.00	$ 46,525.00	$ 46,525.00	$ 30,000.00	$ 30,000.00	$ 23,500.00	$ 23,500.00	$ 29,560.00	$ 29,560.00	$ 73,920.00	$ 73,920.00	$ 140,000.00	$ 140,000.00	$ 68,161.50	$ 68,161.50	$ 288,881.00	$ 288,881.00
4	Undercut and Backfill	CY	7,447	$ 20.00	$ 148,940.00	$ 11.95	$ 88,991.65	$ 12.50	$ 93,087.50	$ 12.00	$ 89,364.00	$ 16.97	$ 126,375.59	$ 15.00	$ 111,705.00	$ 16.00	$ 119,152.00	$ 16.94	$ 126,152.18	$ 22.00	$ 163,834.00
5	Rock Excavation	CY	1,017	$ 150.00	$ 152,550.00	$ 160.00	$ 162,720.00	$ 150.00	$ 152,550.00	$ 150.00	$ 152,550.00	$ 150.00	$ 152,550.00	$ 67.00	$ 68,139.00	$ 56.00	$ 56,952.00	$ 76.09	$ 77,383.53	$ 27.00	$ 27,459.00
6	Unclassified Excavation	CY (Plan Quantity)	12,614	$ 15.00	$ 189,210.00	$ 4.70	$ 59,285.80	$ 4.00	$ 50,456.00	$ 5.00	$ 63,070.00	$ 6.95	$ 87,667.30	$ 6.25	$ 78,837.50	$ 15.00	$ 189,210.00	$ 11.05	$ 139,384.70	$ 8.00	$ 100,912.00
7	Select Embankment	CY (Plan Quantity)	1,888	$ 15.00	$ 28,320.00	$ 13.65	$ 25,771.20	$ 8.50	$ 16,048.00	$ 9.00	$ 16,992.00	$ 9.90	$ 18,691.20	$ 6.05	$ 11,422.40	$ 16.00	$ 30,208.00	$ 24.01	$ 45,330.88	$ 16.00	$ 30,208.00
8	Embankment	CY (Plan Quantity)	5,840	$ 18.00	$ 105,120.00	$ 11.90	$ 69,496.00	$ 6.00	$ 35,040.00	$ 7.00	$ 40,880.00	$ 6.60	$ 38,544.00	$ 1.95	$ 11,388.00	$ 3.10	$ 18,104.00	$ 20.29	$ 118,493.60	$ 16.00	$ 93,440.00
9	Subgrade Preparation	SY (Plan Quantity)	23,452	$ 3.00	$ 70,356.00	$ 1.60	$ 37,523.20	$ 3.00	$ 70,356.00	$ 2.00	$ 46,904.00	$ 1.54	$ 36,116.08	$ 1.45	$ 34,005.40	$ 2.50	$ 58,630.00	$ 3.80	$ 89,117.60	$ 2.00	$ 46,904.00
10	4" Topsoil Placement (Yard Areas)	SY	10,304	$ 5.00	$ 51,520.00	$ 2.85	$ 29,366.40	$ 2.50	$ 25,760.00	$ 2.00	$ 20,608.00	$ 2.80	$ 28,851.20	$ 1.75	$ 18,032.00	$ 1.50	$ 15,456.00	$ 2.81	$ 28,954.24	$ 2.00	$ 20,608.00
11	4" Topsoil Placement (Other Areas)	SY	11,920	$ 4.00	$ 47,680.00	$ 2.85	$ 33,972.00	$ 2.00	$ 23,840.00	$ 1.50	$ 17,880.00	$ 1.75	$ 20,860.00	$ 1.55	$ 18,476.00	$ 1.40	$ 16,688.00	$ 2.43	$ 28,965.60	$ 2.00	$ 23,840.00
12	18" Class III, Reinforced Concrete Pipe, Under Pavement	LF	327	$ 45.00	$ 14,715.00	$ 39.60	$ 12,949.20	$ 39.25	$ 12,834.75	$ 35.50	$ 11,608.50	$ 45.00	$ 14,715.00	$ 86.65	$ 28,334.55	$ 63.00	$ 20,601.00	$ 102.00	$ 33,354.00	$ 64.00	$ 20,928.00
13	24" Class III, Reinforced Concrete Pipe, Under Pavement	LF	341	$ 55.00	$ 18,755.00	$ 51.00	$ 17,391.00	$ 46.83	$ 15,969.03	$ 54.00	$ 18,414.00	$ 68.00	$ 23,188.00	$ 103.25	$ 35,208.25	$ 130.00	$ 44,330.00	$ 130.48	$ 44,493.68	$ 115.00	$ 39,215.00
14	36" Class III, Reinforced Concrete Pipe, Under Pavement	LF	65	$ 91.50	$ 5,947.50	$ 98.60	$ 6,409.00	$ 71.20	$ 4,628.00	$ 115.00	$ 7,475.00	$ 85.00	$ 5,525.00	$ 134.35	$ 8,732.75	$ 100.00	$ 6,500.00	$ 163.20	$ 10,608.00	$ 150.00	$ 9,750.00
15	42" Class III, Reinforced Concrete Pipe, Under Pavement	LF	49	$ 150.00	$ 7,350.00	$ 115.85	$ 5,676.65	$ 83.85	$ 4,108.65	$ 146.00	$ 7,154.00	$ 111.00	$ 5,439.00	$ 204.20	$ 10,005.80	$ 130.00	$ 6,370.00	$ 152.33	$ 7,464.17	$ 210.00	$ 10,290.00
16	51"X31" Class III, Reinforced Concrete Pipe, Under Pavement	LF	50	$ 155.00	$ 7,750.00	$ 145.80	$ 7,290.00	$ 104.47	$ 5,223.50	$ 197.00	$ 9,850.00	$ 135.00	$ 6,750.00	$ 186.75	$ 9,337.50	$ 200.00	$ 10,000.00	$ 188.40	$ 9,420.00	$ 180.00	$ 9,000.00
17	12" Corrugated Metal Pipe	LF	15	$ 25.00	$ 375.00	$ 23.25	$ 348.75	$ 28.03	$ 420.45	$ 26.00	$ 390.00	$ 40.00	$ 600.00	$ 39.00	$ 585.00	$ 44.00	$ 660.00	$ 70.33	$ 1,054.95	$ 45.00	$ 675.00
18	18" Class III, Reinforced Concrete Pipe	LF	379	$ 30.50	$ 11,559.50	$ 25.85	$ 9,797.15	$ 29.25	$ 11,085.75	$ 31.00	$ 11,749.00	$ 30.00	$ 11,370.00	$ 29.50	$ 11,180.50	$ 49.00	$ 18,571.00	$ 54.98	$ 20,837.42	$ 47.00	$ 17,813.00
19	24" Class III, Reinforced Concrete Pipe	LF	319	$ 48.50	$ 15,471.50	$ 40.20	$ 12,823.80	$ 36.83	$ 11,748.77	$ 44.00	$ 14,036.00	$ 42.00	$ 13,398.00	$ 40.10	$ 12,791.90	$ 57.00	$ 18,183.00	$ 56.84	$ 18,131.96	$ 62.00	$ 19,778.00
20	36" Class III, Reinforced Concrete Pipe	LF	20	$ 86.50	$ 1,730.00	$ 77.80	$ 1,556.00	$ 61.20	$ 1,224.00	$ 100.00	$ 2,000.00	$ 90.00	$ 1,800.00	$ 82.10	$ 1,642.00	$ 83.00	$ 1,660.00	$ 120.65	$ 2,413.00	$ 100.00	$ 2,000.00
21	42" Class III, Reinforced Concrete Pipe	LF	708	$ 115.00	$ 81,420.00	$ 89.60	$ 63,436.80	$ 73.85	$ 52,285.80	$ 128.00	$ 90,624.00	$ 96.00	$ 67,968.00	$ 88.25	$ 62,481.00	$ 93.00	$ 65,844.00	$ 103.31	$ 73,143.48	$ 125.00	$ 88,500.00
22	51"x31" Class III, Reinforced Concrete Arch Pipe	LF	400	$ 135.00	$ 54,000.00	$ 127.05	$ 50,820.00	$ 94.47	$ 37,788.00	$ 174.00	$ 69,600.00	$ 120.00	$ 48,000.00	$ 115.50	$ 46,200.00	$ 92.00	$ 36,800.00	$ 134.97	$ 53,988.00	$ 150.00	$ 60,000.00
23	18" FES, Class III, Reinforced Concrete	EA	11	$ 665.00	$ 7,315.00	$ 1,244.00	$ 13,684.00	$ 792.52	$ 8,717.72	$ 600.00	$ 6,600.00	$ 990.00	$ 10,890.00	$ 972.50	$ 10,697.50	$ 880.00	$ 9,680.00	$ 1,476.35	$ 16,239.85	$ 1,000.00	$ 11,000.00
24	24" FES, Class III, Reinforced Concrete	EA	2	$ 1,000.00	$ 2,000.00	$ 1,534.25	$ 3,068.50	$ 981.00	$ 1,962.00	$ 750.00	$ 1,500.00	$ 1,125.00	$ 2,250.00	$ 1,180.00	$ 2,360.00	$ 1,300.00	$ 2,600.00	$ 1,935.37	$ 3,870.74	$ 1,200.00	$ 2,400.00
25	36" FES, Class III, Reinforced Concrete	EA	1	$ 1,500.00	$ 1,500.00	$ 2,650.35	$ 2,650.35	$ 1,697.10	$ 1,697.10	$ 1,300.00	$ 1,300.00	$ 2,135.00	$ 2,135.00	$ 2,153.10	$ 2,153.10	$ 2,000.00	$ 2,000.00	$ 2,823.17	$ 2,823.17	$ 2,200.00	$ 2,200.00
26	51"X31" FES, Class III, Reinforced Concrete	EA	6	$ 1,750.00	$ 10,500.00	$ 3,936.00	$ 23,616.00	$ 2,858.97	$ 17,153.82	$ 2,400.00	$ 14,400.00	$ 3,300.00	$ 19,800.00	$ 3,092.75	$ 18,556.50	$ 3,200.00	$ 19,200.00	$ 4,263.63	$ 25,581.78	$ 3,600.00	$ 21,600.00
27	4' Drop Inlet (Type MO)	EA	13	$ 1,700.00	$ 22,100.00	$ 2,400.00	$ 31,200.00	$ 2,250.00	$ 29,250.00	$ 1,900.00	$ 24,700.00	$ 2,375.00	$ 30,875.00	$ 2,822.00	$ 36,686.00	$ 1,500.00	$ 19,500.00	$ 3,314.56	$ 43,089.28	$ 3,200.00	$ 41,600.00
28	5' Drop Inlet (Type MO)	EA	11	$ 2,600.00	$ 28,600.00	$ 3,200.00	$ 35,200.00	$ 2,800.00	$ 30,800.00	$ 2,500.00	$ 27,500.00	$ 2,580.00	$ 28,380.00	$ 4,025.20	$ 44,277.20	$ 1,900.00	$ 20,900.00	$ 4,299.37	$ 47,293.07	$ 4,600.00	$ 50,600.00
29	4' Drop Inlet Extension	EA	14	$ 600.00	$ 8,400.00	$ 950.00	$ 13,300.00	$ 900.00	$ 12,600.00	$ 500.00	$ 7,000.00	$ 525.00	$ 7,350.00	$ 606.50	$ 8,491.00	$ 430.00	$ 6,020.00	$ 560.23	$ 7,843.22	$ 500.00	$ 7,000.00
30	8' Drop Inlet Extension	EA	1	$ 800.00	$ 800.00	$ 1,800.00	$ 1,800.00	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 1,240.00	$ 1,240.00	$ 440.00	$ 440.00	$ 965.10	$ 965.10	$ 700.00	$ 700.00
31	Channel Excavation	CY (Plan Quantity)	1,175	$ 20.00	$ 23,500.00	$ 4.50	$ 5,287.50	$ 5.25	$ 6,168.75	$ 5.00	$ 5,875.00	$ 6.00	$ 7,050.00	$ 8.60	$ 10,105.00	$ 1.50	$ 1,762.50	$ 12.55	$ 14,746.25	$ 10.00	$ 11,750.00
32	Concrete Channel Paving	SY	245	$ 50.00	$ 12,250.00	$ 36.85	$ 9,028.25	$ 27.00	$ 6,615.00	$ 36.00	$ 8,820.00	$ 49.00	$ 12,005.00	$ 64.30	$ 15,753.50	$ 27.00	$ 6,615.00	$ 45.20	$ 11,074.00	$ 44.00	$ 10,780.00
33	Asphalt Concrete Hot Mix Binder Course (ACHMBC) (PG 76-22)	TN	3,421	$ 85.00	$ 290,785.00	$ 65.00	$ 222,365.00	$ 77.25	$ 264,272.25	$ 82.00	$ 280,522.00	$ 90.49	$ 309,566.29	$ 89.25	$ 305,324.25	$ 78.00	$ 266,838.00	$ 68.25	$ 233,483.25	$ 84.00	$ 287,364.00
34	Asphalt Concrete Hot Mix Surface Course (ACHMSC) (PG 76-22)	TN	2,947	$ 90.00	$ 265,230.00	$ 75.00	$ 221,025.00	$ 96.10	$ 283,206.70	$ 95.00	$ 279,965.00	$ 103.71	$ 305,633.37	$ 98.70	$ 290,868.90	$ 96.00	$ 282,912.00	$ 78.75	$ 232,076.25	$ 102.00	$ 300,594.00
35	Asphalt Concrete Patching for Maintenance of Traffic	TN	49	$ 75.00	$ 3,675.00	$ 84.15	$ 4,123.35	$ 96.10	$ 4,708.90	$ 125.00	$ 6,125.00	$ 148.00	$ 7,252.00	$ 201.80	$ 9,888.20	$ 220.00	$ 10,780.00	$ 179.23	$ 8,782.27	$ 160.00	$ 7,840.00
36	Asphalt Concrete Hot Mix Patching of Existing Roadway	TN	42	$ 100.00	$ 4,200.00	$ 84.15	$ 3,534.30	$ 96.10	$ 4,036.20	$ 125.00	$ 5,250.00	$ 115.00	$ 4,830.00	$ 190.30	$ 7,992.60	$ 220.00	$ 9,240.00	$ 186.38	$ 7,827.96	$ 160.00	$ 6,720.00
37	Concrete Curb and Gutter	LF	8,159	$ 12.50	$ 101,987.50	$ 10.50	$ 85,669.50	$ 9.75	$ 79,550.25	$ 8.50	$ 69,351.50	$ 11.33	$ 92,441.47	$ 11.15	$ 90,972.85	$ 9.90	$ 80,774.10	$ 11.45	$ 93,420.55	$ 20.00	$ 163,180.00
38	4" Thick Concrete Sidewalk	SY	2,494	$ 35.00	$ 87,290.00	$ 25.65	$ 63,971.10	$ 27.00	$ 67,338.00	$ 36.00	$ 89,784.00	$ 40.69	$ 101,480.86	$ 30.30	$ 75,568.20	$ 22.00	$ 54,868.00	$ 32.44	$ 80,905.36	$ 46.00	$ 114,724.00

Italics - denotes error in bid tab

GARVER ENGINEERS

BID TAB - MT. COMFORT ROAD IMPROVEMENT CONTRACT 1 ALPINE AVE. TO I-540 Bid No. 08-73

#	DESCRIPTION	QTY	UNIT	Engineers Estimate UNIT PRICE	Engineers Estimate TOTAL	Decco Contractors-Paving Inc. UNIT PRICE	Decco Contractors-Paving Inc. TOTAL	Total Site Development UNIT PRICE	Total Site Development TOTAL	Sweetser UNIT PRICE	Sweetser TOTAL	Tomlinson UNIT PRICE	Tomlinson TOTAL	APAC Arkansas UNIT PRICE	APAC Arkansas TOTAL	N.E.C, Inc. UNIT PRICE	N.E.C, Inc. TOTAL	Mobley Contractors, Inc. UNIT PRICE	Mobley Contractors, Inc. TOTAL	Township Builders, Inc. UNIT PRICE	Township Builders, Inc. TOTAL
39	6" Thick Concrete Sidewalk	SY	139	$ 50.00	$ 6,950.00	$ 40.00	$ 5,560.00	$ 36.00	$ 5,004.00	$ 40.00	$ 5,560.00	$ 51.00	$ 7,089.00	$ 29.40	$ 4,086.60	$ 32.00	$ 4,448.00	$ 51.32	$ 7,133.48	$ 55.00	$ 7,645.00
40	Concrete Driveway Aprons (Residential)	SY	191	$ 45.00	$ 8,595.00	$ 35.90	$ 6,856.90	$ 36.00	$ 6,876.00	$ 36.00	$ 6,876.00	$ 48.75	$ 9,311.25	$ 32.55	$ 6,217.05	$ 28.00	$ 5,348.00	$ 46.57	$ 8,894.87	$ 56.00	$ 10,696.00
41	Concrete Driveway Aprons (Commercial)	SY	64	$ 65.00	$ 4,160.00	$ 47.60	$ 3,046.40	$ 36.00	$ 2,304.00	$ 40.00	$ 2,560.00	$ 48.75	$ 3,120.00	$ 33.00	$ 2,112.00	$ 42.00	$ 2,688.00	$ 62.48	$ 3,998.72	$ 56.00	$ 3,584.00
42	Concrete Driveway	SY	40	$ 38.00	$ 1,520.00	$ 39.85	$ 1,594.00	$ 36.00	$ 1,440.00	$ 36.00	$ 1,440.00	$ 50.00	$ 2,000.00	$ 44.65	$ 1,786.00	$ 49.00	$ 1,960.00	$ 77.21	$ 3,088.40	$ 56.00	$ 2,240.00
43	Asphalt Driveway	SY	405	$ 34.00	$ 13,770.00	$ 9.20	$ 3,726.00	$ 21.21	$ 8,590.05	$ 26.00	$ 10,530.00	$ 19.00	$ 7,695.00	$ 24.50	$ 9,922.50	$ 21.00	$ 8,505.00	$ 21.21	$ 8,590.05	$ 39.00	$ 15,795.00
44	Aggregate Base Course Driveway	SY	446	$ 18.00	$ 8,028.00	$ 3.05	$ 1,360.30	$ 6.60	$ 2,943.60	$ 6.00	$ 2,676.00	$ 13.00	$ 5,798.00	$ 8.80	$ 3,924.80	$ 15.00	$ 6,690.00	$ 18.11	$ 8,077.06	$ 8.00	$ 3,568.00
45	Asphalt/Concrete Driveway Removal	SY	240	$ 10.00	$ 2,400.00	$ 2.20	$ 528.00	$ 4.00	$ 960.00	$ 5.00	$ 1,200.00	$ 3.00	$ 720.00	$ 10.70	$ 2,568.00	$ 2.60	$ 624.00	$ 5.69	$ 1,365.60	$ 9.00	$ 2,160.00
46	Seeding and Mulching	AC	4	$ 4,200.00	$ 16,800.00	$ 2,940.00	$ 11,760.00	$ 3,000.00	$ 12,000.00	$ 2,000.00	$ 8,000.00	$ 2,200.00	$ 8,800.00	$ 2,870.00	$ 11,480.00	$ 2,300.00	$ 9,200.00	$ 2,940.00	$ 11,760.00	$ 2,200.00	$ 8,800.00
47	Solid Sod	SY	4,014	$ 2.50	$ 10,035.00	$ 2.60	$ 10,436.40	$ 3.00	$ 12,042.00	$ 2.75	$ 11,038.50	$ 2.55	$ 10,235.70	$ 2.55	$ 10,235.70	$ 2.60	$ 10,436.40	$ 2.63	$ 10,556.82	$ 4.00	$ 16,056.00
48	Additional Watering	MG	235	$ 100.00	$ 23,500.00	$ 7.50	$ 1,762.50	$ 50.00	$ 11,750.00	$ 15.00	$ 3,525.00	$ 25.00	$ 5,875.00	$ 10.25	$ 2,408.75	$ 3.10	$ 728.50	$ 16.93	$ 3,978.55	$ 20.00	$ 4,700.00
49	Mailbox Supports (Single)	EA	3	$ 150.00	$ 450.00	$ 151.00	$ 453.00	$ 100.00	$ 300.00	$ 175.00	$ 525.00	$ 155.00	$ 465.00	$ 155.30	$ 465.90	$ 160.00	$ 480.00	$ 157.50	$ 472.50	$ 125.00	$ 375.00
50	Mailbox Supports (Double)	EA	3	$ 160.00	$ 480.00	$ 161.00	$ 483.00	$ 135.00	$ 405.00	$ 185.00	$ 555.00	$ 170.00	$ 510.00	$ 165.65	$ 496.95	$ 170.00	$ 510.00	$ 168.00	$ 504.00	$ 160.00	$ 480.00
51	Remove and Replace Mailboxes	EA	9	$ 150.00	$ 1,350.00	$ 152.00	$ 1,368.00	$ 50.00	$ 450.00	$ 175.00	$ 1,575.00	$ 155.00	$ 1,395.00	$ 155.30	$ 1,397.70	$ 160.00	$ 1,440.00	$ 157.50	$ 1,417.50	$ 70.00	$ 630.00
52	4" Pavement Marking (Thermoplastic)	LF	15,221	$ 1.00	$ 15,221.00	$ 0.62	$ 9,437.02	$ 0.80	$ 12,176.80	$ 0.70	$ 10,654.70	$ 0.63	$ 9,589.23	$ 0.65	$ 9,893.65	$ 0.65	$ 9,893.65	$ 0.65	$ 9,893.65	$ 1.00	$ 15,221.00
53	12" Pavement Marking (Thermoplastic)	LF	1,228	$ 2.00	$ 2,456.00	$ 8.00	$ 9,824.00	$ 3.25	$ 3,991.00	$ 8.00	$ 9,824.00	$ 8.12	$ 9,971.36	$ 8.30	$ 10,192.40	$ 8.40	$ 10,315.20	$ 8.40	$ 10,315.20	$ 10.00	$ 12,280.00
54	Pavement Symbols (ONLY - Thermoplastic)	EA	12	$ 250.00	$ 3,000.00	$ 177.00	$ 2,124.00	$ 150.00	$ 1,800.00	$ 200.00	$ 2,400.00	$ 180.00	$ 2,160.00	$ 181.20	$ 2,174.40	$ 180.00	$ 2,160.00	$ 183.75	$ 2,205.00	$ 200.00	$ 2,400.00
55	Pavement Symbols (Arrows - Thermoplastic)	EA	15	$ 250.00	$ 3,750.00	$ 152.00	$ 2,280.00	$ 100.00	$ 1,500.00	$ 175.00	$ 2,625.00	$ 154.00	$ 2,310.00	$ 155.30	$ 2,329.50	$ 160.00	$ 2,400.00	$ 157.50	$ 2,362.50	$ 200.00	$ 3,000.00
56	Pavement Symbols (Double Arrows - Thermoplastic)	EA	3	$ 400.00	$ 1,200.00	$ 252.00	$ 756.00	$ 150.00	$ 450.00	$ 285.00	$ 855.00	$ 255.00	$ 765.00	$ 259.00	$ 777.00	$ 260.00	$ 780.00	$ 262.50	$ 787.50	$ 300.00	$ 900.00
57	Pavement Symbols (Bicycle - Thermoplastic)	EA	6	$ 250.00	$ 1,500.00	$ 303.00	$ 1,818.00	$ 375.00	$ 2,250.00	$ 345.00	$ 2,070.00	$ 305.00	$ 1,830.00	$ 310.60	$ 1,863.60	$ 320.00	$ 1,920.00	$ 315.00	$ 1,890.00	$ 400.00	$ 2,400.00
58	Street Sign Installation	EA	25	$ 260.00	$ 6,500.00	$ 151.50	$ 3,787.50	$ 300.00	$ 7,500.00	$ 175.00	$ 4,375.00	$ 153.00	$ 3,825.00	$ 155.30	$ 3,882.50	$ 160.00	$ 4,000.00	$ 157.50	$ 3,937.50	$ 220.00	$ 5,500.00
59	Erosion Control	LS	1	$ 15,000.00	$ 15,000.00	$ 32,000.00	$ 32,000.00	$ 25,000.00	$ 25,000.00	$ 38,220.00	$ 38,220.00	$ 13,910.00	$ 13,910.00	$ 32,700.00	$ 32,700.00	$ 61,000.00	$ 61,000.00	$ 30,536.10	$ 30,536.10	$ 26,000.00	$ 26,000.00
60	Traffic Control and Maintenance	LS	1	$ 50,000.00	$ 50,000.00	$ 35,700.00	$ 35,700.00	$ 50,000.00	$ 50,000.00	$ 96,520.00	$ 96,520.00	$ 50,000.00	$ 50,000.00	$ 106,200.00	$ 106,200.00	$ 133,000.00	$ 133,000.00	$ 122,755.88	$ 122,755.88	$ 91,910.00	$ 91,910.00
61	Mobilization	LS	1	$ 75,000.00	$ 75,000.00	$ 36,360.00	$ 36,360.00	$ 50,000.00	$ 50,000.00	$ 82,000.00	$ 82,000.00	$ 25,000.00	$ 25,000.00	$ 34,000.00	$ 34,000.00	$ 120,000.00	$ 120,000.00	$ 182,124.00	$ 182,124.00	$ 97,000.00	$ 97,000.00
62	Barbed Wire Fence	LF	192	$ 8.00	$ 1,536.00	$ 5.30	$ 1,017.60	$ 6.00	$ 1,152.00	$ 5.45	$ 1,046.40	$ 5.30	$ 1,017.60	$ 5.40	$ 1,036.80	$ 7.00	$ 1,344.00	$ 5.51	$ 1,057.92	$ 6.00	$ 1,152.00
63	Chain Link Fence	LF	442	$ 15.00	$ 6,630.00	$ 15.15	$ 6,696.30	$ 20.00	$ 8,840.00	$ 15.50	$ 6,851.00	$ 15.15	$ 6,696.30	$ 15.40	$ 6,806.80	$ 8.40	$ 3,712.80	$ 15.75	$ 6,961.50	$ 31.00	$ 13,702.00
64	Woven Wire Fence	LF	441	$ 10.00	$ 4,410.00	$ 6.30	$ 2,778.30	$ 6.00	$ 2,646.00	$ 6.50	$ 2,866.50	$ 6.35	$ 2,800.35	$ 6.40	$ 2,822.40	$ 6.60	$ 2,910.60	$ 6.56	$ 2,892.96	$ 9.00	$ 3,969.00
65	Woven and Barbed Wire Fence	LF	2,659	$ 12.00	$ 31,908.00	$ 5.55	$ 14,757.45	$ 6.00	$ 15,954.00	$ 5.70	$ 15,156.30	$ 5.55	$ 14,757.45	$ 5.65	$ 15,023.35	$ 1.60	$ 4,254.40	$ 5.78	$ 15,369.02	$ 13.00	$ 34,567.00
66	Cast-in-Place Detectable Warning Panel	SF	160	$ 40.00	$ 6,400.00	$ 27.25	$ 4,360.00	$ 25.00	$ 4,000.00	$ 36.00	$ 5,760.00	$ 30.00	$ 4,800.00	$ 29.65	$ 4,744.00	$ 27.00	$ 4,320.00	$ 39.24	$ 6,278.40	$ 36.00	$ 5,760.00
67	Handicap Access Ramp	SY	123	$ 50.00	$ 6,150.00	$ 64.55	$ 7,939.65	$ 27.00	$ 3,321.00	$ 36.00	$ 4,428.00	$ 44.00	$ 5,412.00	$ 69.15	$ 8,505.45	$ 23.00	$ 2,829.00	$ 57.37	$ 7,056.51	$ 87.00	$ 10,701.00
68	Project Signs	EA	3	$ 650.00	$ 1,950.00	$ 606.00	$ 1,818.00	$ 1,500.00	$ 4,500.00	$ 685.00	$ 2,055.00	$ 620.00	$ 1,860.00	$ 621.20	$ 1,863.60	$ 530.00	$ 1,590.00	$ 630.00	$ 1,890.00	$ 1,100.00	$ 3,300.00
69	Steel Handrail	LF	232	$ 45.00	$ 10,440.00	$ 47.55	$ 11,031.60	$ 100.00	$ 23,200.00	$ 85.00	$ 19,720.00	$ 86.00	$ 19,952.00	$ 70.00	$ 16,240.00	$ 72.00	$ 16,704.00	$ 57.75	$ 13,398.00	$ 100.00	$ 23,200.00
70	Cold Milling Asphalt Pavement	SY	2,475	$ 7.00	$ 17,325.00	$ 3.00	$ 7,425.00	$ 5.00	$ 12,375.00	$ 4.00	$ 9,900.00	$ 2.75	$ 6,806.25	$ 3.65	$ 9,033.75	$ 11.00	$ 27,225.00	$ 4.72	$ 11,682.00	$ 8.00	$ 19,800.00
71	Tree Protection Fence	LF	1,100	$ 15.00	$ 16,500.00	$ 5.30	$ 5,830.00	$ 3.00	$ 3,300.00	$ 5.45	$ 5,995.00	$ 1.00	$ 1,100.00	$ 1.80	$ 1,980.00	$ 3.70	$ 4,070.00	$ 1.49	$ 1,639.00	$ 4.00	$ 4,400.00
72	Price Adjustment for ACHM Surface Course	ALS	TBD	TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD	
73	Price Adjustment for ACHM Binder Course	ALS	TBD	TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD	
74	Price Adjustment of ACHM Base Course	ALS	TBD	TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD		TBD	
75	Decommission Well	EA	1	$ 10,000.00	$ 10,000.00	$ 3,088.50	$ 3,088.50	$ 5,000.00	$ 5,000.00	$ 2,900.00	$ 2,900.00	$ 1,400.00	$ 1,400.00	$ 900.00	$ 900.00	$ 990.00	$ 990.00	$ 1,102.20	$ 1,102.20	$ 1,000.00	$ 1,000.00
76	Sand and Cement Grout	CY	10	$ 200.00	$ 2,000.00	$ 190.00	$ 1,900.00	$ 95.00	$ 950.00	$ 80.00	$ 800.00	$ 135.00	$ 1,350.00	$ 157.00	$ 1,570.00	$ 81.00	$ 810.00	$ 433.13	$ 4,331.30	$ 130.00	$ 1,300.00

Italics - denotes error in bid tab

BID TAB - MT. COMFORT ROAD IMPROVEMENT CONTRACT 1 ALPINE AVE. TO I-540 Bid No. 08-73

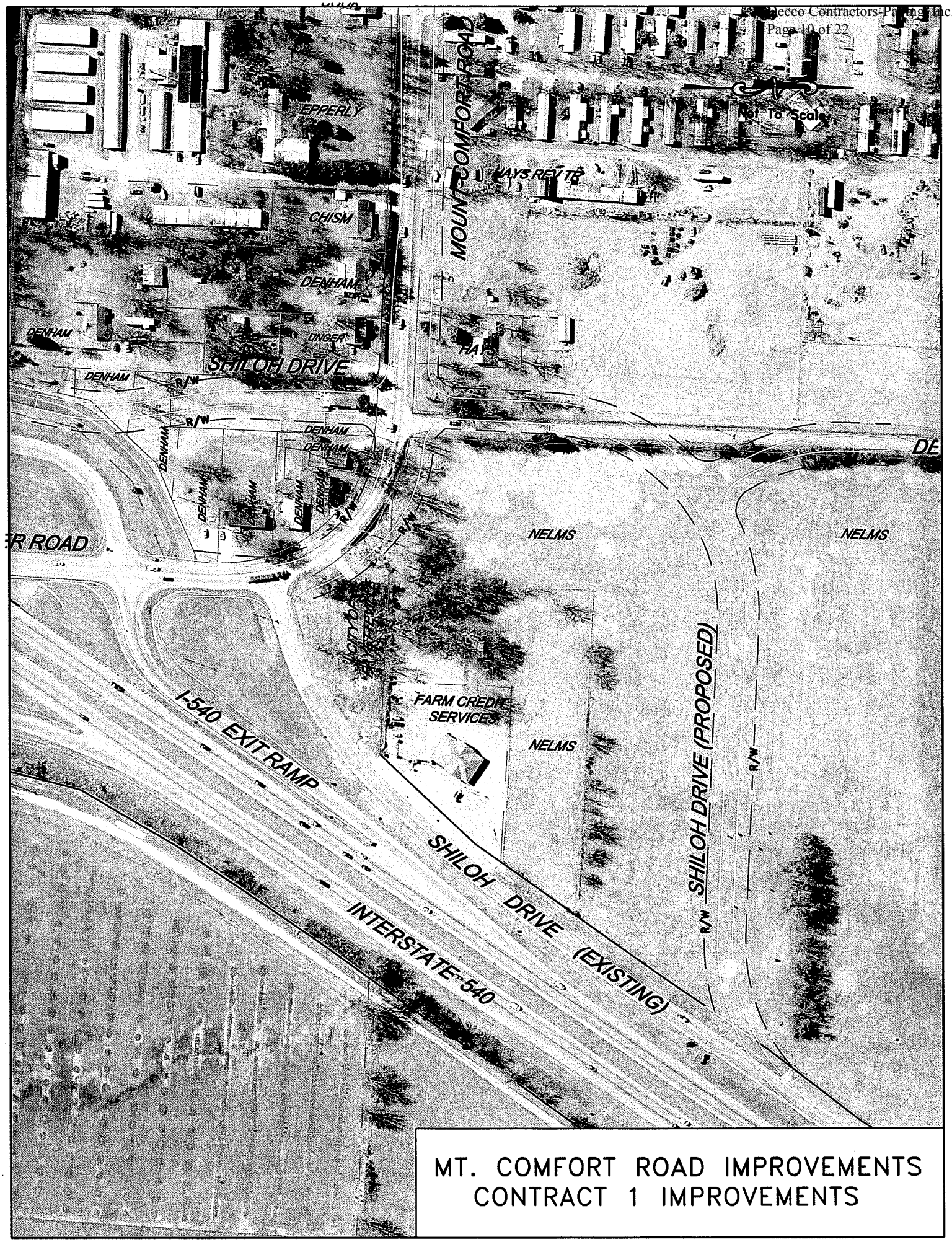
#	DESCRIPTION	QTY	UNIT	Engineers Estimate UNIT PRICE	Engineers Estimate TOTAL	Decco Contractors-Paving Inc. UNIT PRICE	Decco Contractors-Paving Inc. TOTAL	Total Site Development UNIT PRICE	Total Site Development TOTAL	Sweetser UNIT PRICE	Sweetser TOTAL	Tomlinson UNIT PRICE	Tomlinson TOTAL	APAC Arkansas UNIT PRICE	APAC Arkansas TOTAL	N.E.C, Inc. UNIT PRICE	N.E.C, Inc. TOTAL	Mobley Contractors, Inc. UNIT PRICE	Mobley Contractors, Inc. TOTAL	Township Builders, Inc. UNIT PRICE	Township Builders, Inc. TOTAL
77	Temporary Barbed Wire Fence	LF	2,851	$ 8.00	$ 22,808.00	$ 4.05	$ 11,546.55	$ 6.00	$ 17,106.00	$ 4.15	$ 11,831.65	$ 4.05	$ 11,546.55	$ 4.10	$ 11,689.10	$ 1.60	$ 4,561.60	$ 4.20	$ 11,974.20	$ 4.00	$ 11,404.00
78	Temporary Chain Link Fence	LF	442	$ 10.00	$ 4,420.00	$ 5.05	$ 2,232.10	$ 20.00	$ 8,840.00	$ 5.20	$ *2,298.40*	$ 5.05	$ 2,232.10	$ 5.15	$ 2,276.30	$ 9.20	$ 4,066.40	$ 5.25	$ 2,320.50	$ 13.00	$ 5,746.00
79	Temporary Fencing Woven Wire	LF	441	$ 12.00	$ 5,292.00	$ 5.05	$ 2,227.05	$ 6.00	$ 2,646.00	$ 5.20	$ 2,293.20	$ 5.05	$ 2,227.05	$ 5.15	$ 2,271.15	$ 2.60	$ 1,146.60	$ 5.25	$ 2,315.25	$ 5.00	$ 2,205.00
80	Back Opening	EA	3	$ 200.00	$ 600.00	$ 364.05	$ 1,092.15	$ 2,500.00	$ 7,500.00	$ 3,100.00	$ 9,300.00	$ 560.00	$ 1,680.00	$ 910.00	$ 2,730.00	$ 590.00	$ 1,770.00	$ 1,015.57	$ 3,046.71	$ 1,200.00	$ 3,600.00
81	4' Area Inlet (Rectangular)	EA	1	$ 3,000.00	$ 3,000.00	$ 3,381.00	$ 3,381.00	$ 3,500.00	$ 3,500.00	$ 2,100.00	$ 2,100.00	$ 2,750.00	$ 2,750.00	$ 3,750.00	$ 3,750.00	$ 1,700.00	$ 1,700.00	$ 3,046.41	$ 3,046.41	$ 2,900.00	$ 2,900.00
82	5'X16' Drop Inlet	EA	3	$ 4,000.00	$ 12,000.00	$ 10,175.00	$ 30,525.00	$ 6,000.00	$ 18,000.00	$ 9,900.00	$ 29,700.00	$ 10,311.00	$ 30,933.00	$ 11,612.00	$ 34,836.00	$ 7,200.00	$ 21,600.00	$ 6,122.63	$ 18,367.89	$ 10,000.00	$ 30,000.00
83	5' Special Drop Inlet	EA	3	$ 3,250.00	$ 9,750.00	$ 11,215.00	$ 33,645.00	$ 10,000.00	$ 30,000.00	$ 10,800.00	$ 32,400.00	$ 16,560.00	$ 49,680.00	$ 13,250.00	$ 39,750.00	$ 6,000.00	$ 18,000.00	$ 5,284.14	$ 15,852.42	$ 13,000.00	$ 39,000.00
84	Modular Block Retaining Walls	SF	800	$ 25.00	$ 20,000.00	$ 0.80	$ 640.00	$ 20.00	$ 16,000.00	$ 15.50	$ 12,400.00	$ 18.20	$ 14,560.00	$ 18.85	$ 15,160.00	$ 28.00	$ 22,400.00	$ 19.43	$ 15,544.00	$ 25.00	$ 20,000.00
85	Sidewalk Barrier	EA	3	$ 250.00	$ 750.00	$ 480.00	$ 1,440.00	$ 1,000.00	$ 3,000.00	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00	$ 486.90	$ 1,460.70	$ 170.00	$ 510.00	$ 295.27	$ 885.81	$ 200.00	$ 600.00
86	Remove, Salvage, and Reinstall Existing Gate	EA	1	$ 200.00	$ 200.00	$ 404.00	$ 404.00	$ 250.00	$ 250.00	$ 415.00	$ 415.00	$ 400.00	$ 400.00	$ 410.00	$ 410.00	$ 110.00	$ 110.00	$ 420.00	$ 420.00	$ 300.00	$ 300.00
87	Temporary Pavement Markings	LF	1,649	$ 0.75	$ 1,236.75	$ 6.60	$ 10,883.40	$ 1.00	$ 1,649.00	$ 7.45	$ 12,285.05	$ 6.60	$ 10,883.40	$ 6.75	$ 11,130.75	$ 6.90	$ 11,378.10	$ 6.83	$ 11,262.67	$ 8.00	$ 13,192.00
88	Concrete Island	SY	50	$ 70.00	$ 3,500.00	$ 55.00	$ 2,750.00	$ 36.00	$ 1,800.00	$ 65.00	$ 3,250.00	$ 74.00	$ 3,700.00	$ 68.55	$ 3,427.50	$ 39.00	$ 1,950.00	$ 85.46	$ 4,273.00	$ 35.00	$ 1,750.00
89	Aggregate Base Course (Class 7)	TON	10,422	$ 30.00	$ 312,660.00	$ 14.50	$ 151,119.00	$ 17.50	$ 182,385.00	$ 14.00	$ 145,908.00	$ 14.30	$ 149,034.60	$ 13.90	$ 144,865.80	$ 15.00	$ 156,330.00	$ 20.76	$ 216,360.72	$ 21.00	$ 218,862.00
90	Retaining Wall Integral with Sidewalk	LF	73	$ 85.00	$ 6,205.00	$ 15.00	$ 1,095.00	$ 40.00	$ 2,920.00	$ 58.00	$ 4,234.00	$ 100.00	$ 7,300.00	$ 60.55	$ 4,420.15	$ 66.00	$ 4,818.00	$ 70.75	$ 5,164.75	$ 50.00	$ 3,650.00
91	Yard Drain	EA	1	$ 750.00	$ 750.00	$ 3,286.00	$ 3,286.00	$ 787.50	$ 787.50	$ 1,200.00	$ 1,200.00	$ 1,350.00	$ 1,350.00	$ 1,400.00	$ 1,400.00	$ 620.00	$ 620.00	$ 1,694.29	$ 1,694.29	$ 1,200.00	$ 1,200.00
92	System Local Controller TS2-Type 2 (8 Phases)	EA	2	$ 12,000.00	$ 24,000.00	$ 14,039.00	$ 28,078.00	$ 15,763.65	$ 31,527.30	$ 14,600.00	$ 29,200.00	$ 14,039.00	$ 28,078.00	$ 14,250.00	$ 28,500.00	$ 15,000.00	$ 30,000.00	$ 14,595.00	$ 29,190.00	$ 11,600.00	$ 23,200.00
93	Traffic Signal Head, LED, (3 Section, 1 Way)	EA	16	$ 800.00	$ 12,800.00	$ 638.00	$ 10,208.00	$ 843.15	$ 13,490.40	$ 664.00	$ 10,624.00	$ 639.00	$ 10,224.00	$ 647.80	$ 10,364.80	$ 670.00	$ 10,720.00	$ 663.60	$ 10,617.60	$ 800.00	$ 12,800.00
94	Countdown Pedestrian Signal Head, LED	EA	10	$ 700.00	$ 7,000.00	$ 606.00	$ 6,060.00	$ 757.05	$ 7,570.50	$ 630.00	$ 6,300.00	$ 606.00	$ 6,060.00	$ 615.00	$ 6,150.00	$ 630.00	$ 6,300.00	$ 630.00	$ 6,300.00	$ 630.00	$ 6,300.00
95	Traffic Signal Cable (5c/14 A.W.G.)	LF	1,777	$ 1.50	$ 2,665.50	$ 1.20	$ 2,132.40	$ 1.31	$ 2,327.87	$ 1.25	$ 2,221.25	$ 1.20	$ 2,132.40	$ 1.20	$ 2,132.40	$ 1.20	$ 2,132.40	$ 1.24	$ 2,203.48	$ 2.00	$ 3,554.00
96	Traffic Signal Cable (7c/14 A.W.G.)	LF	377	$ 1.90	$ 716.30	$ 1.60	$ 603.20	$ 1.58	$ 595.66	$ 1.65	$ 622.05	$ 1.59	$ 599.43	$ 1.60	$ 603.20	$ 1.70	$ 640.90	$ 1.65	$ 622.05	$ 3.00	$ 1,131.00
97	Traffic Signal Cable (12c/14 A.W.G.)	LF	248	$ 2.40	$ 595.20	$ 2.40	$ 595.20	$ 2.89	$ 716.72	$ 2.50	$ 620.00	$ 2.40	$ 595.20	$ 2.45	$ 607.60	$ 2.50	$ 620.00	$ 2.49	$ 617.52	$ 4.00	$ 992.00
98	Traffic Signal Cable (20c/14 A.W.G.)	LF	614	$ 3.40	$ 2,087.60	$ 3.75	$ 2,302.50	$ 3.15	$ 1,934.10	$ 3.90	$ 2,394.60	$ 3.75	$ 2,302.50	$ 3.80	$ 2,333.20	$ 3.90	$ 2,394.60	$ 3.89	$ 2,388.46	$ 5.00	$ 3,070.00
99	Galvanized Steel Conduit (1.25")	LF	30	$ 15.50	$ 465.00	$ 12.00	$ 360.00	$ 10.50	$ 315.00	$ 12.50	$ 375.00	$ 11.77	$ 353.10	$ 11.95	$ 358.50	$ 12.00	$ 360.00	$ 12.23	$ 366.90	$ 8.00	$ 240.00
100	Non-Metallic Conduit (1.25")	LF	103	$ 10.00	$ 1,030.00	$ 7.05	$ 726.15	$ 7.88	$ 811.64	$ 7.35	$ 757.05	$ 7.07	$ 728.21	$ 7.20	$ 741.60	$ 7.40	$ 762.20	$ 7.35	$ 757.05	$ 6.00	$ 618.00
101	Non-Metallic Conduit (2")	LF	63	$ 13.00	$ 819.00	$ 11.15	$ 702.45	$ 10.50	$ 661.50	$ 11.55	$ 727.65	$ 11.11	$ 699.93	$ 11.30	$ 711.90	$ 12.00	$ 756.00	$ 11.55	$ 727.65	$ 6.00	$ 378.00
102	Non-Metallic Conduit (3")	LF	722	$ 25.00	$ 18,050.00	$ 21.20	$ 15,306.40	$ 21.00	$ 15,162.00	$ 22.00	$ 15,884.00	$ 21.21	$ 15,313.62	$ 21.55	$ 15,559.10	$ 22.00	$ 15,884.00	$ 22.05	$ 15,920.10	$ 26.00	$ 18,772.00
103	Concrete Pull Box (Type 2, HD)	EA	9	$ 530.00	$ 4,770.00	$ 464.60	$ 4,181.40	$ 577.50	$ 5,197.50	$ 505.00	$ 4,545.00	$ 465.00	$ 4,185.00	$ 471.50	$ 4,243.50	$ 480.00	$ 4,320.00	$ 483.00	$ 4,347.00	$ 730.00	$ 6,570.00
104	Traffic Signal Mast Arm and Pole with Foundation (20')	EA	1	$ 7,500.00	$ 7,500.00	$ 8,285.00	$ 8,285.00	$ 7,129.50	$ 7,129.50	$ 8,615.00	$ 8,615.00	$ 8,285.00	$ 8,285.00	$ 8,410.00	$ 8,410.00	$ 8,600.00	$ 8,600.00	$ 8,613.15	$ 8,613.15	$ 5,100.00	$ 5,100.00
105	Traffic Signal Mast Arm and Pole with Foundation (44')	EA	2	$ 14,580.00	$ 29,160.00	$ 12,285.00	$ 24,570.00	$ 9,987.60	$ 19,975.20	$ 12,790.00	$ 25,580.00	$ 12,285.00	$ 24,570.00	$ 12,470.00	$ 24,940.00	$ 13,000.00	$ 26,000.00	$ 12,771.15	$ 25,542.30	$ 8,900.00	$ 17,800.00
106	Traffic Signal Mast Arm and Pole with Foundation (48')	EA	1	$ 15,780.00	$ 15,780.00	$ 14,584.00	$ 14,584.00	$ 12,223.05	$ 12,223.05	$ 15,160.00	$ 15,160.00	$ 14,585.00	$ 14,585.00	$ 14,800.00	$ 14,800.00	$ 15,000.00	$ 15,000.00	$ 15,160.95	$ 15,160.95	$ 9,500.00	$ 9,500.00
107	Traffic Signal Mast Arm and Pole with Foundation (58')	EA	1	$ 16,890.00	$ 16,890.00	$ 17,563.00	$ 17,563.00	$ 15,524.25	$ 15,524.25	$ 18,250.00	$ 18,250.00	$ 17,565.00	$ 17,565.00	$ 17,824.00	$ 17,824.00	$ 18,000.00	$ 18,000.00	$ 18,258.45	$ 18,258.45	$ 11,300.00	$ 11,300.00
108	Traffic Signal Mast Arm and Pole with Foundation (62')	EA	1	$ 18,750.00	$ 18,750.00	$ 19,684.00	$ 19,684.00	$ 16,567.95	$ 16,567.95	$ 20,460.00	$ 20,460.00	$ 19,685.00	$ 19,685.00	$ 20,000.00	$ 20,000.00	$ 21,000.00	$ 21,000.00	$ 20,463.45	$ 20,463.45	$ 12,000.00	$ 12,000.00
109	Traffic Signal Mast Arm and Pole with Foundation (36'-38')	EA	1	$ 18,750.00	$ 18,750.00	$ 16,644.00	$ 16,644.00	$ 14,948.85	$ 14,948.85	$ 17,305.00	$ 17,305.00	$ 16,650.00	$ 16,650.00	$ 16,891.00	$ 16,891.00	$ 17,000.00	$ 17,000.00	$ 17,302.95	$ 17,302.95	$ 10,300.00	$ 10,300.00
110	Video Detector	EA	14	$ 2,500.00	$ 35,000.00	$ 2,378.00	$ 33,292.00	$ 2,730.00	$ 38,220.00	$ 2,470.00	$ 34,580.00	$ 2,380.00	$ 33,320.00	$ 2,412.85	$ 33,779.90	$ 2,500.00	$ 35,000.00	$ 2,471.70	$ 34,603.80	$ 2,400.00	$ 33,600.00
111	Video Cable	LF	2,660	$ 3.30	$ 8,778.00	$ 3.40	$ 9,044.00	$ 3.94	$ 10,480.40	$ 3.55	$ 9,443.00	$ 3.40	$ 9,044.00	$ 3.45	$ 9,177.00	$ 3.60	$ 9,576.00	$ 3.54	$ 9,416.40	$ 5.00	$ 13,300.00
112	Video Monitor (B/W)	EA	1	$ 300.00	$ 300.00	$ 372.00	$ 372.00	$ 325.50	$ 325.50	$ 386.00	$ 386.00	$ 372.00	$ 372.00	$ 377.20	$ 377.20	$ 390.00	$ 390.00	$ 386.40	$ 386.40	$ 400.00	$ 400.00
113	Video Processor (8 Channel)	EA	2	$ 22,000.00	$ 44,000.00	$ 18,555.00	$ 37,110.00	$ 20,639.85	$ 41,279.70	$ 19,290.00	$ 38,580.00	$ 18,555.00	$ 37,110.00	$ 18,830.30	$ 37,660.60	$ 19,000.00	$ 38,000.00	$ 19,289.55	$ 38,579.10	$ 15,300.00	$ 30,600.00
114	Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LF	143	$ 4.00	$ 572.00	$ 4.85	$ 693.55	$ 2.63	$ 376.09	$ 5.00	$ 715.00	$ 4.85	$ 693.55	$ 5.00	$ 715.00	$ 5.10	$ 729.30	$ 5.04	$ 720.72	$ 3.00	$ 429.00

Italics - denotes error in bid tab

BID TAB - MT. COMFORT ROAD IMPROVEMENT CONTRACT 1 ALPINE AVE. TO I-540 Bid No. 08-73

#	DESCRIPTION	QTY	UNIT	Engineers Estimate UNIT PRICE	Engineers Estimate TOTAL	Decco Contractors-Paving Inc. UNIT PRICE	Decco Contractors-Paving Inc. TOTAL	Total Site Development UNIT PRICE	Total Site Development TOTAL	Sweetser UNIT PRICE	Sweetser TOTAL	Tomlinson UNIT PRICE	Tomlinson TOTAL	APAC Arkansas UNIT PRICE	APAC Arkansas TOTAL	N.E.C, Inc. UNIT PRICE	N.E.C, Inc. TOTAL	Mobley Contractors, Inc. UNIT PRICE	Mobley Contractors, Inc. TOTAL	Township Builders, Inc. UNIT PRICE	Township Builders, Inc. TOTAL
115	Electrical Conductors-In-Conduit (1c/8 A.W.G., EGC)	LF	870	$ 1.50	$ 1,305.00	$ 1.30	$ 1,131.00	$ 1.05	$ 913.50	$ 1.35	$ 1,174.50	$ 1.30	$ 1,131.00	$ 1.35	$ 1,174.50	$ 1.40	$ 1,218.00	$ 1.37	$ 1,191.90	$ 2.00	$ 1,740.00
116	Electrical Conductors-In-Conduit (1c/12 A.W.G., EGC)	LF	250	$ 0.75	$ 187.50	$ 0.65	$ 162.50	$ 0.53	$ 132.50	$ 0.90	$ 225.00	$ 0.65	$ 162.50	$ 0.65	$ 162.50	$ 0.69	$ 172.50	$ 0.68	$ 170.00	$ 2.00	$ 500.00
117	Electrical Conductors for Luminaires	LF	752	$ 1.75	$ 1,316.00	$ 1.30	$ 977.60	$ 1.58	$ 1,188.16	$ 1.35	$ 1,015.20	$ 1.35	$ 1,015.20	$ 1.35	$ 1,015.20	$ 1.40	$ 1,052.80	$ 1.37	$ 1,030.24	$ 2.00	$ 1,504.00
118	Luminaire Assembly	EA	5	$ 400.00	$ 2,000.00	$ 372.00	$ 1,860.00	$ 367.50	$ 1,837.50	$ 407.00	$ 2,035.00	$ 372.00	$ 1,860.00	$ 377.20	$ 1,886.00	$ 390.00	$ 1,950.00	$ 386.40	$ 1,932.00	$ 630.00	$ 3,150.00
119	Local Radio with Antenna	EA	2	$ 3,500.00	$ 7,000.00	$ 2,870.00	$ 5,740.00	$ 3,269.70	$ 6,539.40	$ 2,984.00	$ 5,968.00	$ 2,870.00	$ 5,740.00	$ 2,913.05	$ 5,826.10	$ 3,000.00	$ 6,000.00	$ 2,984.10	$ 5,968.20	$ 3,700.00	$ 7,400.00
120	Antenna Cable (Type 6)	LF	133	$ 3.25	$ 432.25	$ 5.40	$ 718.20	$ 3.68	$ 489.44	$ 5.60	$ 744.80	$ 5.40	$ 718.20	$ 5.50	$ 731.50	$ 5.60	$ 744.80	$ 5.62	$ 747.46	$ 5.00	$ 665.00
121	18" Street Name	EA	6	$ 600.00	$ 3,600.00	$ 460.55	$ 2,763.30	$ 525.00	$ 3,150.00	$ 479.00	$ 2,874.00	$ 460.00	$ 2,760.00	$ 467.40	$ 2,804.40	$ 480.00	$ 2,880.00	$ 478.80	$ 2,872.80	$ 500.00	$ 3,000.00
122	Battery Back Up System	EA	2	$ 8,000.00	$ 16,000.00	$ 5,920.60	$ 11,841.20	$ 6,409.20	$ 12,818.40	$ 6,155.00	$ 12,310.00	$ 5,925.00	$ 11,850.00	$ 6,008.55	$ 12,017.10	$ 6,200.00	$ 12,400.00	$ 6,155.10	$ 12,310.20	$ 3,400.00	$ 6,800.00
123	8" PVC Water Line	LF	240	$ 70.00	$ 16,800.00	$ 31.00	$ 7,440.00	$ 21.67	$ 5,200.80	$ 30.00	$ 7,200.00	$ 26.26	$ 6,302.40	$ 47.10	$ 11,304.00	$ 49.00	$ 11,760.00	$ 41.18	$ 9,883.20	$ 68.00	$ 16,320.00
124	8" PVC Gravity Sewer	LF	620	$ 90.00	$ 55,800.00	$ 36.70	$ 22,754.00	$ 18.16	$ 11,259.20	$ 34.00	$ 21,080.00	$ 38.36	$ 23,783.20	$ 58.05	$ 35,991.00	$ 75.00	$ 46,500.00	$ 54.86	$ 34,013.20	$ 104.00	$ 64,480.00
125	12' PVC Water Line	LF	600	$ 60.00	$ 36,000.00	$ 32.85	$ 19,710.00	$ 28.25	$ 16,950.00	$ 36.00	$ 21,600.00	$ 36.30	$ 21,780.00	$ 44.35	$ 26,610.00	$ 64.00	$ 38,400.00	$ 44.84	$ 26,904.00	$ 81.00	$ 48,600.00
126	8"x8" Tapping Sleeve and Valve	EA	2	$ 4,500.00	$ 9,000.00	$ 3,701.50	$ 7,403.00	$ 2,559.78	$ 5,119.56	$ 2,800.00	$ 5,600.00	$ 2,500.00	$ 5,000.00	$ 3,447.30	$ 6,894.60	$ 3,100.00	$ 6,200.00	$ 4,464.26	$ 8,928.52	$ 3,600.00	$ 7,200.00
127	36"x12" Tapping Sleeve and Valve	EA	1	$ 12,000.00	$ 12,000.00	$ 10,055.00	$ 10,055.00	$ 9,284.37	$ 9,284.37	$ 9,500.00	$ 9,500.00	$ 7,000.00	$ 7,000.00	$ 14,763.70	$ 14,763.70	$ 8,700.00	$ 8,700.00	$ 4,231.06	$ 4,231.06	$ 10,000.00	$ 10,000.00
128	12" Butterfly Valve	EA	1	$ 3,000.00	$ 3,000.00	$ 3,789.00	$ 3,789.00	$ 2,691.55	$ 2,691.55	$ 3,600.00	$ 3,600.00	$ 3,330.00	$ 3,330.00	$ 3,667.00	$ 3,667.00	$ 3,400.00	$ 3,400.00	$ 4,767.24	$ 4,767.24	$ 5,100.00	$ 5,100.00
129	Fire Hydrant Assembly	EA	1	$ 3,500.00	$ 3,500.00	$ 3,983.00	$ 3,983.00	$ 2,886.87	$ 2,886.87	$ 3,800.00	$ 3,800.00	$ 2,900.00	$ 2,900.00	$ 3,544.00	$ 3,544.00	$ 2,900.00	$ 2,900.00	$ 5,127.79	$ 5,127.79	$ 4,200.00	$ 4,200.00
130	Cut and Plug Existing 8" Water Line	EA	2	$ 1,500.00	$ 3,000.00	$ 439.50	$ 879.00	$ 368.15	$ 736.30	$ 600.00	$ 1,200.00	$ 710.00	$ 1,420.00	$ 848.20	$ 1,696.40	$ 960.00	$ 1,920.00	$ 1,023.74	$ 2,047.48	$ 1,100.00	$ 2,200.00
131	Cut and Cap Existing 2" Water Line	EA	2	$ 1,000.00	$ 2,000.00	$ 307.00	$ 614.00	$ 278.38	$ 556.76	$ 300.00	$ 600.00	$ 405.00	$ 810.00	$ 391.20	$ 782.40	$ 620.00	$ 1,240.00	$ 883.48	$ 1,766.96	$ 500.00	$ 1,000.00
132	Ductile Iron Fittings for Water Line	LBS	1,370	$ 9.00	$ 12,330.00	$ 6.15	$ 8,425.50	$ 10.75	$ 14,727.50	$ 6.00	$ 8,220.00	$ 5.05	$ 6,918.50	$ 3.40	$ 4,658.00	$ 4.50	$ 6,165.00	$ 6.66	$ 9,124.20	$ 7.00	$ 9,590.00
133	Water Service Line	LF	520	$ 20.00	$ 10,400.00	$ 6.55	$ 3,406.00	$ 15.87	$ 8,252.40	$ 5.00	$ 2,600.00	$ 14.00	$ 7,280.00	$ 9.45	$ 4,914.00	$ 12.00	$ 6,240.00	$ 13.84	$ 7,196.80	$ 35.00	$ 18,200.00
134	Water Meter Setting	EA	5	$ 1,000.00	$ 5,000.00	$ 550.00	$ 2,750.00	$ 416.93	$ 2,084.65	$ 400.00	$ 2,000.00	$ 605.00	$ 3,025.00	$ 1,505.90	$ 7,529.50	$ 1,000.00	$ 5,000.00	$ 1,445.66	$ 7,228.30	$ 950.00	$ 4,750.00
135	Abandon Existing Water Valve	EA	1	$ 500.00	$ 500.00	$ 127.55	$ 127.55	$ 500.00	$ 500.00	$ 300.00	$ 300.00	$ 305.00	$ 305.00	$ 356.00	$ 356.00	$ 510.00	$ 510.00	$ 812.50	$ 812.50	$ 500.00	$ 500.00
136	Adjust Existing Valve Box to Finished Grade	EA	3	$ 500.00	$ 1,500.00	$ 186.45	$ 559.35	$ 125.00	$ 375.00	$ 300.00	$ 900.00	$ 205.00	$ 615.00	$ 296.15	$ 888.45	$ 570.00	$ 1,710.00	$ 541.67	$ 1,625.01	$ 200.00	$ 600.00
137	Undercut and Backfill for Water and Sanitary Sewer Lines	CY	50	$ 20.00	$ 1,000.00	$ 23.45	$ 1,172.50	$ 12.50	$ 625.00	$ 14.00	$ 700.00	$ 40.50	$ 2,025.00	$ 74.10	$ 3,705.00	$ 150.00	$ 7,500.00	$ 14.19	$ 709.50	$ 42.00	$ 2,100.00
138	Rock Excavation for Water and Sewer Lines	CY	50	$ 150.00	$ 7,500.00	$ 288.75	$ 14,437.50	$ 185.00	$ 9,250.00	$ 150.00	$ 7,500.00	$ 165.00	$ 8,250.00	$ 102.20	$ 5,110.00	$ 200.00	$ 10,000.00	$ 225.13	$ 11,256.50	$ 54.00	$ 2,700.00
139	Relocate Existing Fire Hydrant	EA	1	$ 1,500.00	$ 1,500.00	$ 2,100.00	$ 2,100.00	$ 968.03	$ 968.03	$ 900.00	$ 900.00	$ 3,100.00	$ 3,100.00	$ 3,410.00	$ 3,410.00	$ 2,600.00	$ 2,600.00	$ 3,539.25	$ 3,539.25	$ 3,400.00	$ 3,400.00
140	Concrete Encasement	LF	30	$ 50.00	$ 1,500.00	$ 57.50	$ 1,725.00	$ 70.00	$ 2,100.00	$ 50.00	$ 1,500.00	$ 30.50	$ 915.00	$ 58.80	$ 1,764.00	$ 130.00	$ 3,900.00	$ 111.05	$ 3,331.50	$ 96.00	$ 2,880.00
141	Adjust Existing Fire Hydrant to Finished Grade	EA	1	$ 500.00	$ 500.00	$ 1,450.00	$ 1,450.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 710.00	$ 710.00	$ 1,040.00	$ 1,040.00	$ 850.00	$ 850.00	$ 1,218.90	$ 1,218.90	$ 1,100.00	$ 1,100.00
142	4' ID Manhole, 0' to 6' Depth	EA	9	$ 3,500.00	$ 31,500.00	$ 1,958.00	$ 17,622.00	$ 2,250.00	$ 20,250.00	$ 2,100.00	$ 18,900.00	$ 2,625.00	$ 23,625.00	$ 2,582.35	$ 23,241.15	$ 1,900.00	$ 17,100.00	$ 1,345.04	$ 12,105.36	$ 2,100.00	$ 18,900.00
143	4' ID Manhole Additional Depth, Over 6'	VF	18	$ 300.00	$ 5,400.00	$ 167.40	$ 3,013.20	$ 300.00	$ 5,400.00	$ 250.00	$ 4,500.00	$ 200.00	$ 3,600.00	$ 137.35	$ 2,472.30	$ 140.00	$ 2,520.00	$ 145.01	$ 2,610.18	$ 190.00	$ 3,420.00
144	Sewer Service Line	LF	200	$ 35.00	$ 7,000.00	$ 23.40	$ 4,680.00	$ 15.82	$ 3,164.00	$ 10.00	$ 2,000.00	$ 18.00	$ 3,600.00	$ 16.00	$ 3,200.00	$ 30.00	$ 6,000.00	$ 57.65	$ 11,530.00	$ 35.00	$ 7,000.00
145	Sewer Service Tap	EA	4	$ 1,000.00	$ 4,000.00	$ 219.05	$ 876.20	$ 900.00	$ 3,600.00	$ 700.00	$ 2,800.00	$ 305.00	$ 1,220.00	$ 377.25	$ 1,509.00	$ 82.00	$ 328.00	$ 1,149.99	$ 4,599.96	$ 215.00	$ 860.00
146	16" Steel Encasement by Open Cut (Sanitary Sewer)	LF	24	$ 250.00	$ 6,000.00	$ 88.35	$ 2,120.40	$ 67.06	$ 1,609.44	$ 85.00	$ 2,040.00	$ 95.00	$ 2,280.00	$ 72.60	$ 1,742.40	$ 92.00	$ 2,208.00	$ 139.52	$ 3,348.48	$ 100.00	$ 2,400.00
147	Connect to Existing Sanitary Sewer Manhole	EA	3	$ 1,500.00	$ 4,500.00	$ 922.00	$ 2,766.00	$ 2,000.00	$ 6,000.00	$ 500.00	$ 1,500.00	$ 910.00	$ 2,730.00	$ 630.50	$ 1,891.50	$ 2,200.00	$ 6,600.00	$ 1,801.46	$ 5,404.38	$ 950.00	$ 2,850.00
148	Adjust Existing Manhole to Finished Grade	EA	5	$ 1,000.00	$ 5,000.00	$ 1,583.00	$ 7,915.00	$ 1,000.00	$ 5,000.00	$ 500.00	$ 2,500.00	$ 910.00	$ 4,550.00	$ 2,097.35	$ 10,486.75	$ 510.00	$ 2,550.00	$ 566.38	$ 2,831.90	$ 1,100.00	$ 5,500.00
149	Modify Existing Manhole Invert	EA	3	$ 500.00	$ 1,500.00	$ 711.80	$ 2,135.40	$ 250.00	$ 750.00	$ 800.00	$ 2,400.00	$ 1,111.00	$ 3,333.00	$ 453.85	$ 1,361.55	$ 1,800.00	$ 5,400.00	$ 595.28	$ 1,785.84	$ 400.00	$ 1,200.00
150	Demolish Existing Manhole	EA	3	$ 500.00	$ 1,500.00	$ 832.00	$ 2,496.00	$ 250.00	$ 750.00	$ 400.00	$ 1,200.00	$ 700.00	$ 2,100.00	$ 619.65	$ 1,858.95	$ 670.00	$ 2,010.00	$ 416.67	$ 1,250.01	$ 1,000.00	$ 3,000.00
	TOTAL BID				**$ 3,424,537.10**		**$ 2,467,237.77**		**$ 2,545,105.85**		***$ 2,643,369.80***		**$ 2,679,105.49**		**$ 2,695,282.40**		***$ 2,930,111.45***		**$ 3,174,753.95**		**$ 3,471,450.00**

Italics - denotes error in bid tab



MT. COMFORT ROAD IMPROVEMENTS
CONTRACT 1 IMPROVEMENTS

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: **MOUNT COMFORT ROAD IMPROVEMENTS CONTRACT 1 – ALPINE AVENUE TO I-540.**

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and _____. (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

Widening and reconstruction of approximately 1,150 LF of Mount Comfort Road and Porter Road, construct approximately 2,275 LF new alignment of Shiloh Drive, widen and overlay approximately 500 LF of Arkansas Highway and Transportation Department (AHTD) ramp, repair and overlay approximately 1,050 LF of Porter Road, reconstruct approximately 320 LF of Deane Solomon Road, installation of Traffic Control Signal at Mount Comfort Road and New Shiloh Drive, installation of Traffic Control Signal at Porter Road and AHTD Ramp, and construction of associated earthwork, curb and gutter, sidewalk, underground drainage, drainage swales, driveways, fencing, 12 inch water line and appurtenances, 8 inch waterline and appurtenances, 8 inch sanitary sewer, sanitary sewer manholes, water/sanitary sewer services, and miscellaneous related items.

The Contract includes work in AHTD Right-of-way and work in City of Fayetteville Right-of-way.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by GARVER ENGINEERS, LLC. GARVER ENGINEERS, LLC assumes all duties and responsibilities, and has the rights and authority assigned to GARVER ENGINEERS LLC in the Contract

DOCUMENT 00500 – AGREEMENT (continued)

Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **330** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **360** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion

DOCUMENT 00500 – AGREEMENT (continued)

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during

DOCUMENT 00500 – AGREEMENT (continued)

construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

   a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

   b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

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

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

D. Contractor has carefully studied all:

(1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

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

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

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

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Bid.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

   MOUNT COMFORT ROAD IMPROVEMENTS CONTRACT 1 – ALPINE AVENUE TO I-540

8. Addenda numbers one (1) to _____(___), inclusive.

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

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

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____

_____

By: _____

Title: _____

(SEAL)

Attest _____

Address for giving notices

_____

_____

License No. _____

Agent for Service of process

_____

(If Contractor is a corporation, attach evidence of authority to sign.)

CITY OF FAYETTEVILLE _____

_____

By: _____

Title: _____

(SEAL)

Attest _____

Address for giving notices

_____

_____

(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date: 12/19/2008
P.O Number:	Expected Delivery Date:
Mail Yes:__ No:____	
Taxable Yes:_ No:____	Quotes Attached Yes:_____ No:_____

Vendor #: 3598	Vendor Name: Decco Contractors - Paving, Inc.		
Address: P.O. Box 580		Fob Point:	
City: Rogers	State: AR	Zip Code: 72757	Ship to code:
Divison Head Approval:			
Requester: Tandi Taylor		Requester's Employee #: 3062	Extension: 206

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Construction of improvements to				$2,467,237.77	4520.9520.5809.00	06035.1600		
2	Mount Comfort, HWY 540 to Alpine ave.				$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$2,467,237.77
Tax:	
Total:	$2,467,237.77

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 6/17/03

Agenda Session
12-30-08

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
January 6, 2009

A meeting of the Fayetteville City Council will be held on January 6, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Oaths of Office:

Brenda Thiel	**Alderman Ward 1**
Matthew Petty	**Alderman Ward 2**
Robert Ferrell	**Alderman Ward 3**
Sarah E. Lewis	**Alderman Ward 4**
Sondra E. Smith	**City Clerk/Treasurer**

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Election of Vice Mayor:
2. Report on the Firemen's and Policemen's Pension and Relief Fund – Mayor

Agenda Additions:

A. Consent:

1. Approval of the December 2, 2008 and December 16, 2008 City Council meeting minutes.

2. **Bid # 08-71 Golden Circle Ford:** A resolution awarding Bid # 08-71 and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

3. **Bid # 08-72 Honda of Fayetteville:** A resolution awarding Bid # 08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of $38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

4. **McKinney Dodge:** A resolution approving the purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items.

5. **Patrick J. Tobin Revocable Trust:** A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed.

6. **Greenland Sewer Service:** A resolution to approve a one year agreement to continue sewer service for Greenland.

7. **Local Police and Firemen's Pension and Relief Funds:** A resolution to request legislation to fully and fairly fund Local Police and Firemen's Pension and Relief Funds.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

Left on the Second Reading

2. **I-PZD 08-3062 (Westside Storage):** An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting and Tabled to the January 6, 2009 City Council meeting.***

Left on the Second Reading

3. **Villas at Stonebridge Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

(Tour?)

Left on the Second Reading

4. **VAC 08-2982 (Markham Hill Cottage Courts):** An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts. ***This ordinance was left on the First Reading at the December 16, 2008 City Council meeting.***

Need new info. from Jeremy.

Left on the First Reading

5. **Smith Communications, LLC:** A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site. ***This resolution was tabled at the December 16, 2008 City Council meeting to the January 6, 2009 City Council meeting.***

C. New Business:

1. **Goodwin & Goodwin, Inc:** A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid # 0863; and approving a 5% project contingency in the amount of $77,000.00.

2. **Decco Contractors-Paving, Inc:** A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of $246,724.00.

Announcements:

1. **City Council Tour:** Jan. 5, 2009 4:30

Adjournment:

Pre-Agenda Meeting

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
January 6, 2009

A meeting of the Fayetteville City Council will be held on January 6, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Oaths of Office:

Brenda Thiel	**Alderman Ward 1**
Matthew Petty	**Alderman Ward 2**
Robert Ferrell	**Alderman Ward 3**
Sarah E. Lewis	**Alderman Ward 4**
Sondra E. Smith	**City Clerk/Treasurer**

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Election of Vice Mayor:
2. Report on the Firemen's and Policemen's Pension and Relief Fund – Mayor

Agenda Additions:

A. Consent:

1. Approval of the December 2, 2008 and December 16, 2008 City Council meeting minutes.

2. **Bid # 08-71 Golden Circle Ford:** A resolution awarding Bid # 08-71 and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

3. **Bid # 08-72 Honda of Fayetteville:** A resolution awarding Bid # 08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of $38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

4. **McKinney Dodge:** A resolution approving the purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items.

5. **Patrick J. Tobin Revocable Trust:** A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed.

6. **Greenland Sewer Service:** A resolution to approve a one year agreement to continue sewer service for Greenland.

7. **Local Police and Firemen's Pension and Relief Funds:** A resolution to request legislation to fully and fairly fund Local Police and Firemen's Pension and Relief Funds.

B. Unfinished Business:

1. **Park West, LLC Cost Share:** An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

   Left on the Second Reading

2. **I-PZD 08-3062 (Westside Storage):** An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting and Tabled to the January 6, 2009 City Council meeting.***

   Left on the Second Reading

3. **Villas at Stonebridge Appeal:** An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. ***This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.***

   Left on the Second Reading

4. **VAC 08-2982 (Markham Hill Cottage Courts):** An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts. ***This ordinance was left on the First Reading at the December 16, 2008 City Council meeting.***

   Left on the First Reading

5. **Smith Communications, LLC:** A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site. ***This resolution was tabled at the December 16, 2008 City Council meeting to the January 6, 2009 City Council meeting.***

C. New Business:

1. **Goodwin & Goodwin, Inc:** A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid # 0863; and approving a 5% project contingency in the amount of $77,000.00.

2. **Decco Contractors-Paving, Inc:** A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of $246,724.00.

Announcements:

1. **City Council Tour:**

Adjournment:

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **January 7, 2009**

RE: **Ordinances and Resolutions prepared by the City Attorney's Office and passed at the City Council meeting of January 6, 2009**

1. **Bid #08-71 Golden Circle Ford:** A resolution awarding Bid # 08-71 and approving the purchase of one sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division and such approval being contingent upon the sign body meeting the required specifications;

2. **McKinney Dodge:** A resolution approving the purchase of two Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items;

3. **Patrick J. Tobin Revocable Trust:** A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded warranty deed;

4. **Greenland Sewer Service:** A resolution to approve a two year agreement to continue sewer service for Greenland;

5. **Local Police and Firemen's Pension Programs:** A resolution to request legislation to fully and fairly fund local Police and Firemen's Pension Programs;

6. **Smith Communications:** A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank site;

7. **Goodwin & Goodwin, Inc.:** A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid #0863; and approving a 5% project contingency in the amount of $77,000.00;

8. **Decco Contractors-Paving, Inc.:** A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of $246,724.00.

RECEIVED

JAN 0 8 2009

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Arkansas Democrat Gazette
NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6421

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, 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

January 5, 2009

Publication Charge : $182.92

Signed: Cathy Wiles

Subscribed and sworn to before me
This 5 day of January , 2008.

Notary Public Elizabeth A. Jarvis

My Commission Expires: May 6, 2012

Do not pay from Affidavit, an invoice will be sent

ELIZABETH A. JARVIS
MY COMM. EXP.
NOTARY
PUBLIC
MAY 06, 2012
WASHINGTON CO., ARKANSAS

RECEIVED
JAN 08 2009
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
JANUARY 6, 2009

Fayetteville
ARKANSAS

A meeting of the Fayetteville City Council will be held on January 6, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Oaths of Office:

Brenda Thiel	**Alderman Ward 1**
Matthew Petty	**Alderman Ward 2**
Robert Ferrell	**Alderman Ward 3**
Sarah E. Lewis	**Alderman Ward 4**
Sondra E. Smith	**City Clerk/Treasurer**

Call to Order
Roll Call
Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Election of Vice Mayor:
2. Report on the Firemen's and Policemen's Pension and Relief Fund – Mayor
3. Housing Authority Board Appointment
4. Advertising and Promotion Commission Appointment

Agenda Additions:

A. Consent:

1. Approval of the December 2, 2008 and December 16, 2008 City Council meeting minutes.

2. Bid # 08-71 Golden Circle Ford: A resolution awarding Bid # 08-71 and approving the purchase of one (1) sign body truck with crane from Golden Circle Ford of Jackson, Tennessee in the amount of $73,582.00 for use by the Transportation/Traffic Division, such approval being contingent upon the sign body meeting the required specifications.

3. Bid # 08-72 Honda of Fayetteville: A resolution awarding Bid # 08-72 and approving the purchase of two (2) Honda Elements from Honda of Fayetteville in the amount of $38,516.00 for use by the Parks & Recreation and Community Resources/Code Compliance Divisions.

4. McKinney Dodge: A resolution approving the purchase of two (2) Dodge Charger Police Pursuit Sedans from McKinney Dodge of McKinney, Texas through the state vehicle purchase contract in the amount of $20,318.00 each plus approximately $7,000.00 per unit for up-fit items.

5. Patrick J. Tobin Revocable Trust: A resolution authorizing the Mayor to sign a quit-claim deed of approximately 5.51 acres to the Patrick J. Tobin Revocable Trust to correct a previously recorded Warranty Deed.

6. Greenland Sewer Service: A resolution to approve a two year agreement to continue sewer service for Greenland.

7. Local Police and Firemen's Pension Programs: A resolution to request legislation to fully and fairly fund Local Police and Firemen's Pension Programs.

B. Unfinished Business:

1. Park West, LLC Cost Share: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with Park West, LLC in the amount of $2,157,000.00 for the upgrade of the future location of Highway 112 through Phase 1 of the Park West Development from two lanes to a four-lane boulevard. *This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.*

2. I-PZD 08-3062 (Westside Storage): An ordinance establishing an Industrial Planned Zoning District Titled I-PZD 08-3062 Westside Storage, located at 1192 North Rupple Road, containing approximately 0.77 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. *This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting and Tabled to the January 6, 2009 City Council meeting.*

3. Villas at Stonebridge Appeal: An ordinance establishing a Residential Planned Zoning District Titled R-PZD 06-2170, Villas at Stonebridge, located south of Highway 16 East and east of Goff Farm Road; containing approximately 53.03 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan. *This ordinance was left on the First Reading at the December 2, 2008 City Council meeting. This ordinance was left on the Second Reading at the December 16, 2008 City Council meeting.*

4. VAC 08-2982 (Markham Hill Cottage Courts): An ordinance approving VAC 08-2982 submitted by Northstar Engineering Consultants, Inc. for property located north of Maine Street, between Sang Avenue and Cross Avenue to vacate portions of two alleys, a total of 0.30 acres, in order to develop the Markham Hill Cottage Courts. *This ordinance was left on the First Reading at the December 16, 2008 City Council meeting.*

5. Smith Communications, LLC: A resolution to approve a lease agreement with Smith Communications, LLC for a cell tower at the Township Water Tank Site. *This resolution was tabled at the December 16, 2008 City Council meeting to the January 6, 2009 City Council meeting.*

C. New Business:

1. Goodwin & Goodwin, Inc: A resolution approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,543,600.00 for construction services for tieover and cutover of the West Side Wastewater Collection System, WSIP Subproject WL-9, Bid # 0863; and approving a 5% project contingency in the amount of $77,000.00.

2. Decco Contractors-Paving, Inc: A resolution approving a contract with Decco Contractors-Paving, Inc. in the amount of $2,467,237.77 for construction of improvements to Mount Comfort Road from I-540 to Alpine Avenue; and approving a 10% project contingency in the amount of $246,724.00.

Announcements:

1. City Council Tour: January 05, 2009 4:30 PM

Adjournment: