

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – 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
July 20, 2010**

A meeting of the Fayetteville City Council will be held on July 20, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. Ambulance Authority Annual Report to the Council – Becky Stewart

Agenda Additions:

A. Consent:

1. Approval of the July 6, 2010 City Council meeting minutes. **APPROVED**
2. **Ranger's Pantry Pet Food Bank Donation:** A resolution approving a budget adjustment to recognize Community Services donation revenue for the Ranger's Pantry Pet Food Bank in the amount of \$738.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 122-10

3. **Animal Services Donation Revenue:** A resolution approving a budget adjustment to recognize Animal Services donation revenue for the second quarter of 2010 in the amount of \$19,123.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 123-10

4. **RFP #10-07 Score American Soccer Co.:** A resolution awarding RFP #10-07 and approving the purchase of youth soccer uniforms from Score American Soccer Co. in the amount of \$27,097.00 for the Fall 2010 and Spring 2011 recreational season.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 124-10

5. **Bid #10-44 Peterbilt of Fort Smith, LLC:** A resolution awarding Bid #10-44 and approving the purchase of two (2) automated side-load solid waste trucks from Peterbilt of Fort Smith, LLC in the total amount of \$536,418.00 and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 125-10

6. **Amend Resolution 63-08, Arkansas Western Gas Company:** A resolution amending Resolution 63-08 by authorizing an additional appropriation of \$79,938.20 and approving an agreement with Arkansas Western Gas Company in the total amount of \$497,069.52 for relocation of gas lines and appurtenances to allow construction of improvements to Mount Comfort Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 126-10

7. **Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. in the amount of \$330,000.00 for cured-in-place sanitary sewer linings.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 127-10

8. **Forest Hills Partners, LLC:** A resolution approving a cost-share agreement with Forest Hills Partners, LLC in the amount of \$135,000.00 for construction of the Broyles Avenue gravity sewer line, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 128-10

9. **Goodwin & Goodwin, Inc. Change Order No. 1:** A resolution approving Change Order No. 1 to the construction contract with Goodwin & Goodwin, Inc. in the amount of \$367,518.17 for construction of the Broyles Avenue gravity sewer line, maintaining a \$45,000.00 project contingency, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 129-10

- 10. Airport - Refinance Hangars:** A resolution to amend Section 2 of Resolution No. 109-06 to lower the annual percentage rate and the monthly repayment amount.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 130-10

- 11. Today in America Contract:** A resolution approving a contract with Today in America in the amount of \$19,800.00 for the production of a television segment pertaining to Economic Development in Fayetteville and approving a budget adjustment.

THIS ITEM WAS REMOVED FROM CONSENT FOR DISCUSSION.

The following item was removed from the Consent Agenda for discussion:

- 1. Today in America Contract:** A resolution approving a contract with Today in America in the amount of \$19,800.00 for the production of a television segment pertaining to Economic Development in Fayetteville and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 131-10

B. Unfinished Business:

- 1. Amend Chapter 97 Parks and Recreation:** An ordinance to amend Chapter 97 Parks and Recreation of the Code of Fayetteville to permit and regulate signs recognizing donor contributions. *This ordinance was left on the Second Reading at the June 15, 2010 City Council meeting. This ordinance was left on the Third Reading at the July 6, 2010 City Council meeting and Tabled to the July 20, 2010 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5335

- 2. Street Name Change:** A resolution renaming a section of N. Shiloh Drive to N. Farm Credit Drive due to street realignment. *This resolution was tabled at the July 6, 2010 City Council meeting to the July 20, 2010 City council meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 132-10

3. **Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

THIS ORDINANCE WAS LEFT ON THE SECOND READING

4. **Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

THIS ORDINANCE WAS LEFT ON THE SECOND READING

C. New Business:

1. **Smith Communications (Ivey Road Cell Tower):** A resolution approving a lease agreement with Smith Communications, LLC for the location of a cellular tower near Ivey Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 133-10

City Council Tour: Monday, July 19, 2010 – Parks and trails
Announcements:

Adjournment: 8:35 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

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As a courtesy please turn off all cell phones and pagers.

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City Council Meeting:

July 20, 2010

Adjourn: 8:35 p.m.

Subject:	Roll				
Absent Aldermen Lucas	Rhoads	✓			
	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
Alderman Rhoads arrived a 6:11	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan	✓			

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Mayor Jordan				

Subject:	Consent A.11. - Today in America Contract removed				
Motion To:		Approve		from	Consent
Motion By:		Cook		for	discussion
Seconded:		Gray			
Today in America Removed from Consent for discussion <u>Minutes</u> <u>approved</u> <u>passed</u> 122-10 thru 130-10	Rhoads	absent during the vote.			
	Ferrell	✓			
	Lucas	absent	absent	absent	absent
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				
6-0					

Subject:	A.11. - Today in America Contract				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Gray			
A.11. from Consent <u>passed</u> 131-10	Rhoads	✓			
	Ferrell	✓			
	Lucas	absent	absent	absent	absent
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

Subject:		Amend Chapter 97 Parks and Recreation			
Motion To:		Amend as Proposed	Amend Remove logos	Amend sign size 12 square feet	Pass
Motion By:		Thiel	Lewis	Lewis	—
Seconded:		Petty	Rhoads	NO Second	—
B. 1 Unfinished Business Passed as Amended 5335	Rhoads	✓	✓	}	✓
	Ferrell	✓	N	}	✓
	Lucas	Absent	absent	absent	absent
	Lewis	N	✓	}	N
	Gray	✓	N	}	✓
	Thiel	✓	N	}	✓
	Cook	✓	N	}	✓
	Petty	✓	✓	}	✓
	Mayor Jordan				

6-1

3-4 (Failed)

Failed
NO Second

6-1

Subject:		Street Name Change			
Motion To:		Amend to Herbert Drive	Pass		
Motion By:		Lewis	Lewis		
Seconded:		Thiel	Gray		
B. 2 Unfinished Business passed 132-10	Rhoads	✓	✓		
	Ferrell	✓	✓		
	Lucas	absent	absent	absent	absent
	Lewis	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
	Cook	✓	✓		
	Petty	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:	Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control				
Motion To:		Kit read the ordinance			
Motion By:		So there			
Seconded:		Was no motion			
B. 3 Unfinished Business Left on the Second Reading	Rhoads	to Amend the Rules			
	Ferrell	and go to the Second Reading.			
	Lucas	Absent	absent	absent	Absent
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Mayor Jordan				

Subject:	Amend Chapter 177: Landscape Regulations				
Motion To:		2nd Read			
Motion By:		Ferrell			
Seconded:		Gray			
B. 4 Unfinished Business Left on the Second Reading	Rhoads	Absent During the vote.			
	Ferrell	✓			
	Lucas	Absent	Absent	Absent	Absent
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

Subject:	Smith Communications (Ivey Road Cell Tower)				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Thiel			
C.I. New Business <u>passed</u> 133-10	Rhoads	Absent during the vote			
	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

6-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Gray				
	Thiel				
	Cook				
	Petty				
	Mayor Jordan				

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

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

DATE: **July 21, 2009**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of July 20, 2010**

1. **Rangers Pantry Pet Food Bank Donation:** A resolution approving a budget adjustment to recognize Community Services donation revenue for the Ranger's Pantry Pet Food Bank in the amount of \$738.00.
2. **Animal Services Donation Revenue:** A resolution approving a budget adjustment to recognize Animal Services Donation Revenue for the second quarter of 2010 in the amount of \$19,123.00.
3. **RFP #10-07 Score American Soccer Co.:** A resolution awarding RFP#10-07 and approving the purchase of youth soccer uniforms from Score American Soccer Co., in the amount of \$27,097.00 for the Fall 2010 and Spring 2011 recreational season.
4. **Bid #10-44 Peterbilt of Fort Smith, LLC:** A resolution awarding Bid #10-44 and approving the purchase of two automated side-load solid waste trucks from Peterbilt of Fort Smith, LLC in the a total amount of \$536,418.00 and approving a budget adjustment.
5. **Amend Res. 63-08, Arkansas Western Gas Co.:** A resolution amending Resolution 63-08 by authorizing an additional appropriation of \$79,938.20 and approving an agreement with Arkansas Western Gas Co. in the total amount of \$497,069.52 for relocation of gas lines and appurtenances to allow construction of improvements to Mt. Comfort Road.

6. **Insituform Tech., Inc.:** A resolution approving a contract extension with Insituform Tech., Inc. in the amount of \$330,000.00 for cured-in-place sanitary sewer linings.
7. **Forest Hills Partners, LLC:** A resolution approving a cost-share agreement with Forest Hills Partners, LLC in the amount of \$135,000.00 for construction of the Broyles Avenue gravity sewer line, and approving a budget adjustment.
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9. **Airport – Refinance of Hangars:** A resolution amending Section 2 of Resolution No. 109-06 lowering the annual percentage rate and the monthly repayment amount.
10. **Today in America Contract:** A resolution approving a contract with Today in America in the amount of \$19,800.00 for the production of a television segment pertaining to Economic Development in Fayetteville and approving a budget adjustment.
11. **Amend Chapter 97 Parks & Recreation:** An ordinance amending Chapter 97 Parks and Recreation of the Code of Fayetteville to permit and regulate signs recognizing donor contributions.
12. **Street Name Change:** A resolution renaming a section of N. Shiloh Drive to N. Henbest Drive due to street realignment.
13. **Smith Communications:** A resolution approving a lease agreement with Smith Communications, LLC for the location of a cell tower near Ivey Road.

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Left on the Third Reading

2. **Street Name Change:** A resolution renaming a section of N. Shiloh Drive to N. Farm Credit Drive due to street realignment. *This resolution was tabled at the July 6, 2010 City Council meeting to the July 20, 2010 City council meeting.*

3. **Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

Left on the First Reading

4. **Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

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C. New Business:

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City of Fayetteville Staff Review Form

A. 11
Today in America Contract
Page 1 of 6

Added at
Agenda Session
7-13-10
Consent

City Council Agenda Items
and
Contracts, Leases or Agreements

7/20/2010

City Council Meeting Date
Agenda Items Only

Lindsley Smith

Submitted By

Communications

Division

Communications

Department

Action Required:

Approval of a cost share agreement to produce a video pertaining to the City of Fayetteville and it's economic development and approval of the attached budget adjustment in the amount of \$19,800.

\$ 19,800.00

Cost of this request

\$ -

Category / Project Budget

Program Category / Project Name

1010.6600.5315.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

08050.1001

Project Number

\$ -

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Lindsley Smith
Department Director

7-9-2010
Date

Previous Ordinance or Resolution #

Chris Kelly
City Attorney

7-12-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Buhner
Finance and Internal Services Director

7-12-2010
Date

07-09-10P02:38 RCVD
Received in City
Clerk's Office

Don Mann
Chief of Staff

7-12-10
Date

Received in
Mayor's Office

ENTERED
7/12/10 BCP

Lionel Johnson
Mayor

7/13/10
Date

Comments:

To: City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Lindsley Smith, Communication Director
Fayetteville Communication Department

Date: July 9, 2010

Subject: Cost share agreement with Today in America for complete licensed and insured production of Fayetteville as a top environment for doing business in America

RECOMMENDATION

Staff recommends approval of a cost share agreement with Today in America Production Company for an economic development program highlighting Fayetteville as a top environment for business. The project is a key part of our economic development strategy to create new jobs in Fayetteville; funding will be from the Economic Development Fund dedicated to that effort and has no impact on general revenues.

BACKGROUND

The Associate Producer of the television series "Today in America" contacted Mayor Lioneld Jordan and informed him that Today in America is currently working on an upcoming segment on "America's Best Hidden Gem Environments for Business," to be included in our "Business in America Today" series and that they are looking at Fayetteville as being highlighted for this program. They requested two interview sessions to determine issues such as Fayetteville's business climate, economic development initiatives, how Fayetteville is economically positioned in this national economic climate, and other inquiries to determine if Fayetteville would qualify for inclusion in the Business in America Today segment. Mayor Jordan, Lindsley Smith and Fritz Gisler for production advice and information, Steve Clark for up-to-date Fayetteville economic development data and business climates, and Chief of Staff Don Marr met with producers of Today in America and it was determined that Fayetteville would be a highlighted city. An agreement was sent for review and edited as requested by the City of Fayetteville's City Attorney's office. The cost share for the City of Fayetteville for this five-minute production and national and regional mass media placement on this program is \$19,800. Based on the cost of national media placement, the low cost v. the great benefit to Fayetteville's economic development, economy, and job growth and retention; I (Lindsley Smith), the City's Communication Director am over city production services and media buys, made a recommendation to move forward on

this excellent opportunity for Fayetteville to be highlighted on "Today in America" and I and the Government Channel will be working with the Today in America production company as needed to help in setting up interviews and filming locations.

DISCUSSION

The program segment relates to industry trends and how certain cities are helping to address these specific trends. In choosing Fayetteville, Today in America was particularly interested in the unique Fayetteville Forward program of the City in guiding the city's economic development plan, the high quality of life in the city, the ease for businesses interested in Fayetteville for acquiring site-selection data, the University of Arkansas and the importance of their incubators, strong education and healthcare, the many honors of Fayetteville such as Forbes Magazine listing Fayetteville as #2 Best Cities for Recession Recovery and #4 Fastest Metropolitan Statistical Area for Job Growth and the 1st in Income Growth, Forbes list for #6 top Newsweek Magazine listing Fayetteville High School on the Best High Schools list, Sperling listing as the top affordable place to live and work in the United States, and the Business Week listing Fayetteville as #2 in the best places to raise your kids.

In this economic climate, it is imperative that Fayetteville communicate to a broader audience, a mass audience particularly targeted to potential businesses that can bring job growth and retention to Fayetteville. After this production and national and regional showing of Fayetteville on Today in America, the City of Fayetteville retains the permanent, complete, and unrestricted licensing rights to the segment and the show open, which the City of Fayetteville may use for any future purpose. The Production Company of Today in America will also be including the City of Fayetteville in conjunction with the promotions of the series in any available editorial articles, press releases, conferences, networking sites, and other outlets to highlight both the program and the city of Fayetteville as a highlight city in this program segment on "America's Best Hidden Gem Environments for Business".

BUDGET IMPACT

The Economic Development Fund balance for this project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH TODAY IN AMERICA IN THE AMOUNT OF \$19,800.00 FOR THE PRODUCTION OF A TELEVISION SEGMENT PERTAINING TO ECONOMIC DEVELOPMENT IN FAYETTEVILLE AND APPROVING A BUDGET ADJUSTMENT

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 Today in America in the amount of \$19,800.00 for the production of a television segment pertaining to economic development in Fayetteville. A copy of the contract is attached as Exhibit "A."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "B."

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

PARTICIPATION AGREEMENT

Date: July 2, 2010 Project No: TIAN-97033dc
 Participant: City of Fayetteville, Arkansas
 Authorized by: Mayor Lioneld Jordan
 Market: National (See Distribution Checklist) Associate Producer: Dave Corvair
 Show: Today in America with Terry Bradshaw Feature: 5 minute feature

Today in America ("PRODUCTION COMPANY"):

- 1) PRODUCTION COMPANY will provide a complete licensed and insured production and scriptwriting team (field production, graphics, music, voice-overs, program editing, set design and lighting) for domestic taping and completion of feature for PARTICIPANT.
- 2) PRODUCTION COMPANY agrees to have host, Terry Bradshaw, do PARTICIPANT'S segment voice-over and provide them with a copy of its segment, including a show open. PRODUCTION COMPANY hereby grants to PARTICIPANT permanent, complete, and unrestricted licensing rights to the segment and the show open, which PARTICIPANT may use for any legal purpose.
- 3) This feature will be used on the **Today in America** show airing one (1) time nationally on FOX Business Network, and 19 times regionally through a combination of CNN Headline News and/or Regional News Networks in up to 15 markets as indicated on the distribution checklist. All airings to occur 6:00 a.m. to 11:00 p.m.
- 4) PRODUCTION COMPANY will include the PARTICIPANT in conjunction with the promotions of the series in any available editorial articles, as well as, press releases distributed to relevant industry organizations targeting consumer and business networking sites.
- 5) Content to include, but not limited to: **interviews with city representative(s), chamber of commerce representative and CEO; discussion to educate our viewers on the attractive business climate; explain how the city came together for a common vision for the future; give viewers insight into the life style; explore available facilities & land; give insight into the role university incubators play; focus on examples of successful companies and take a look at the education system, and discuss the availability of quality healthcare.**

City of Fayetteville, Arkansas ("PARTICIPANT"):

- 1) PARTICIPANT will provide input into the scripting by filling out a PARTICIPANT questionnaire, reviewing and signing off on feature outline for accuracy, filling out and approving production schedules and providing literature as well as background information. PARTICIPANT is required to sign off and approve script and final edited segment before going to network. All press releases must be pre-approved by both parties prior to release.
- 2) PARTICIPANT understands and acknowledges that the PRODUCTION COMPANY will immediately begin work on certain aspects of the PARTICIPANT'S feature and delegate personnel in association with the development, promotion, scheduling, pre-production and production with the goal to have the script developed within thirty to forty five days upon PARTICIPANT returning the Editorial Information Form.
- 3) \$19,800 USD is the total scheduling fee. PARTICIPANT will incur no additional cost relating to the parameters of this agreement.
- 4) PARTICIPANT acknowledges and agrees to pay the total scheduling fee as follows: 1/2 due thirty days from agreement execution, and 1/2 due sixty days from agreement execution.
- 5) PARTICIPANT, if appropriate, will provide end user for testimonial, company spokesperson, talent and products for shooting.

The parties agree that Florida law applies and the jurisdiction and venue for any action regarding this agreement shall lie exclusively in the courts of Broward County, Florida if PARTICIPANT initiates proceedings, likewise, the parties agree that Arkansas law applies and jurisdiction and venue for any action shall lie exclusively in the courts of Washington County, Arkansas if PRODUCTION COMPANY initiates proceedings. Once both parties authorize this agreement, Participant does irrevocably commit to participate in the television program described above and does further agree to provide the questionnaire and literature in a timely manner. All aspects of the agreement will be completed within twelve months or sooner of agreement execution assuming Participant does not withhold reasonable approvals. As stated, Today in America and its national television show has no direct affiliation with the networks in which they air on. Today in America purchases the time through cable providers, networks and/or other media sellers. This agreement contains the full and complete understandings between the parties whether written or oral, pertaining thereto, and cannot be modified except by a written instrument signed by each party hereto.

Authorized Representative - Participant

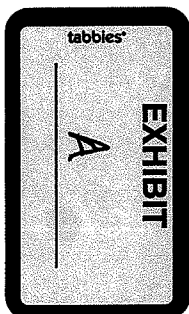
Company /Position/ Print name

Date

Today in America Representative

CEO of Today in America

Date



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

A. 11
Today in America Contract
Page 6 of 6

Budget Year 2010	Department: General Government Division: Miscellaneous Program: Miscellaneous	Request Date 7/20/2010	Adjustment Number
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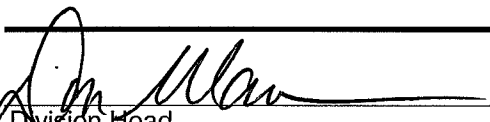
JUSTIFICATION TO INCREASE PROJECT / ITEM:

To produce a video pertaining to economic development in Fayetteville.

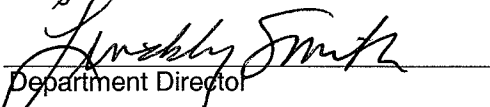
JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

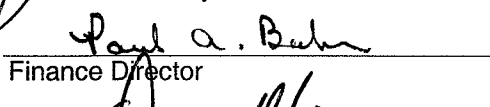
There are sufficient funds from the sale of Wilson Springs that are designated for use as economic development.

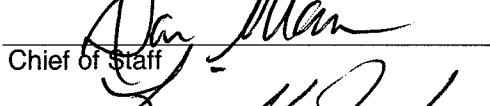
Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Contract Services	1010.6600.5315.00	19,800		08050 1001
Use Of Designated Fund Balance	1010.0001.4999.98		19,800	08050 1001
				.
				.
				.
				.
TOTAL		<u>19,800</u>	<u>19,800</u>	

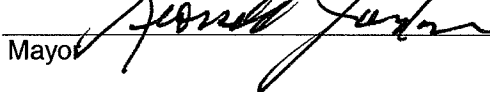
 7-9-10
Division Head Date

 7-9-10
Budget Director Date

 7-9-10
Department Director Date

 7-9-2010
Finance Director Date

 7/2/10
Chief of Staff Date

 7/12/10
Mayor Date

Requested By _____ kspringer

Budget & Research Use Only

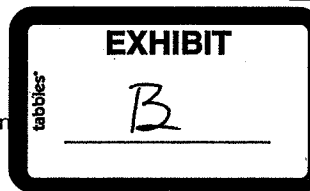
Type: A B C D E

Description: _____ 0

General Ledger Date _____

Posted to General Ledger _____
Initial Date

Posted to Project Accounting _____
Initial Date



AGENDA REQUEST

FOR: COUNCIL MEETING OF JULY 20, 2010

FROM:

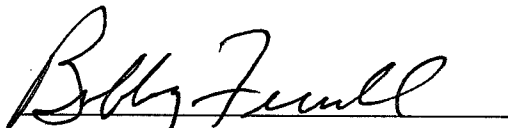
ALDERMAN BOBBY FERRELL

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

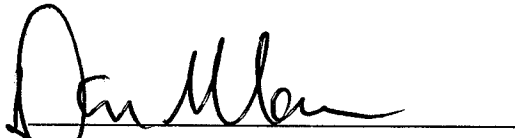
A Resolution Approving A Lease Agreement With Smith Communications, LLC For The Location Of A Cellular Tower Near Ivey Road

Account No. 1010.0001.4450.00

APPROVED FOR AGENDA:


Bobby Ferrell
Alderman

7-13-10
Date


Don Marr
Chief of Staff

7-13-10
Date


City Attorney
(as to form)

7-13-10
Date

07-13-10P04:20 RCVD



CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Mayor Jordan

From: Don Marr



Date: Tuesday, July 13, 2010

Subject: Agenda Item Resolution approving a Lease with Smith Communications LLC for the location of a cellular tower near Ivy Lane

PROPOSAL: The City was approached by Smith Communications LLC seeking permission to lease City owned property located near Ivy Lane for the future construction of Cellular Tower. The request was made in accordance with the City's Ordinance to seek the use of Governmental City owned property after first seeking co-location opportunities. The agreement is to lease property off Ivy Lane beginning August 1st, 2010 with an initial term of five (5) years commencing to run from August 1, 2010 with rental payments of One Thousand Five Hundred Dollars (\$1500.00) to be paid on the first day of each month, in advance, to the City of Fayetteville. The 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 months prior to the end of the then current term. The monthly rental will be increased by an amount equal to the total CPI increase during the five year period of the lease. If Smith Communications subleases any portion of the property additional revenue share opportunities apply.

RECOMMENDATION:

The administration recommends approval of the lease.

BUDGET IMPACT:

There is no expense budget impact; and no plans to expend the new revenue obtained from the rental revenues based off of the \$1500.00 monthly rent.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH
SMITH COMMUNICATIONS, LLC FOR THE LOCATION OF A
CELLULAR TOWER NEAR IVEY ROAD**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas,
hereby approves a lease agreement with Smith Communications, LLC, a copy of
which is attached to this Resolution as Exhibit "1."

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

LAND LEASE AGREEMENT

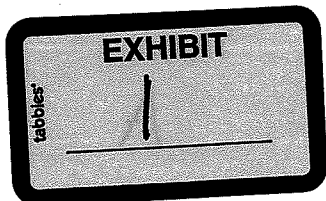
This Agreement, made this _____ day of _____, 2010, between the CITY OF FAYETTEVILLE, ARKANSAS, 113 W. Mountain Street, Fayetteville, AR 72701, hereinafter designated FAYETTEVILLE, and SMITH COMMUNICATIONS, LLC, with its principal office located at Smith 2-Way Communications, 520 N. College Avenue, Fayetteville, 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 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 August 1, 2010, with the initial term of five (5) years commencing to run from August 1, 2010. Rental payments shall commence and be due at a total monthly rent of **One Thousand Five Hundred Dollars (\$1,500.00)** to be paid on the first day of each month, in advance, to the City of Fayetteville.

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 (90) 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 67% of the gross going to SMITH COMMUNICATIONS and 33% to FAYETTEVILLE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to SMITH COMMUNICATIONS. SMITH COMMUNICATIONS shall be responsible to Fayetteville for the collection or payment of rents by the Sublessee and their remittance to FAYETTEVILLE. However, SMITH COMMUNICATIONS shall have no liability to FAYETTEVILLE in the event of failure of payment by Sublessee. In this event, SMITH COMMUNICATIONS shall have no liability of any nature to FAYETTEVILLE for failure to sublet all or any part of the premises to any or all potential Sublessee(s); SMITH COMMUNICATIONS will provide FAYETTEVILLE with all agreements that have been executed by SMITH COMMUNICATIONS and its Sublessee.

(b) Notwithstanding any other provision of this Agreement, SMITH COMMUNICATIONS shall not be required to obtain approval from FAYETTEVILLE for the subletting of the Property or part thereof. SMITH COMMUNICATIONS shall have the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.

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

FAYETTEVILLE:

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

SMITH COMMUNICATIONS, LLC:

SMITH COMMUNICATIONS, LLC
ATTN: Michael B. Smith
520 N. College Avenue
Fayetteville, AR 72701

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

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

18. DEFAULT.

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

(b) In the event there is a breach by FAYETTEVILLE with respect to any of the provisions of this Agreement or its obligations under it, SMITH COMMUNICATIONS shall give FAYETTEVILLE written notice of such breach. After receipt of such written notice, FAYETTEVILLE shall have thirty (30) days in which to cure any such breach, provided FAYETTEVILLE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and FAYETTEVILLE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SMITH COMMUNICATIONS may not maintain any action or effect any remedies for default

against FAYETTEVILLE unless and until FAYETTEVILLE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if FAYETTEVILLE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by FAYETTEVILLE if the failure to perform such an obligation interferes with SMITH COMMUNICATIONS's ability to conduct its business on the Property; provided, however, that if the nature of FAYETTEVILLE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

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

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

payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which SMITH COMMUNICATIONS's use of the Premises is impaired.

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

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

23. APPLICABLE LAWS. SMITH COMMUNICATIONS shall, in respect to the condition of the Premises and at SMITH COMMUNICATIONS's sole cost and expense, comply with (a) all Laws relating solely to SMITH COMMUNICATIONS's

specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by SMITH COMMUNICATIONS in the Premises.

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

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

26. REQUIRED VIDEO EQUIPMENT. SMITH COMMUNICATIONS agrees to provide, install, and integrate a video camera system and other required equipment to include a secure and encrypted a wireless link between the SMITH COMMUNICATIONS facility and the Peace at Home Shelter. The aforementioned equipment shall be provided as a donation from SMITH COMMUNICATIONS to the Peace at Home Shelter to enhance security of their facility located near the leased premises. SMITH COMMUNICATIONS will also provide tower space for the camera and other equipment. All signals and recordings shall remain the property of and under the control of Peace at Home Shelter. In no event shall signals or recordings from said video equipment be transmitted by SMITH COMMUNICATION to any other person or organization than Peace at Home Shelter, Unless By lawful subpoena or order of any court of competent jurisdiction, or as may otherwise be required by law.

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

SMITH COMMUNICATIONS, LLC

CITY OF FAYETTEVILLE

By: 
MICHAEL B. SMITH
President

By: _____
LIONELD JORDAN
Mayor

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

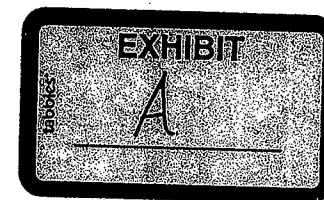
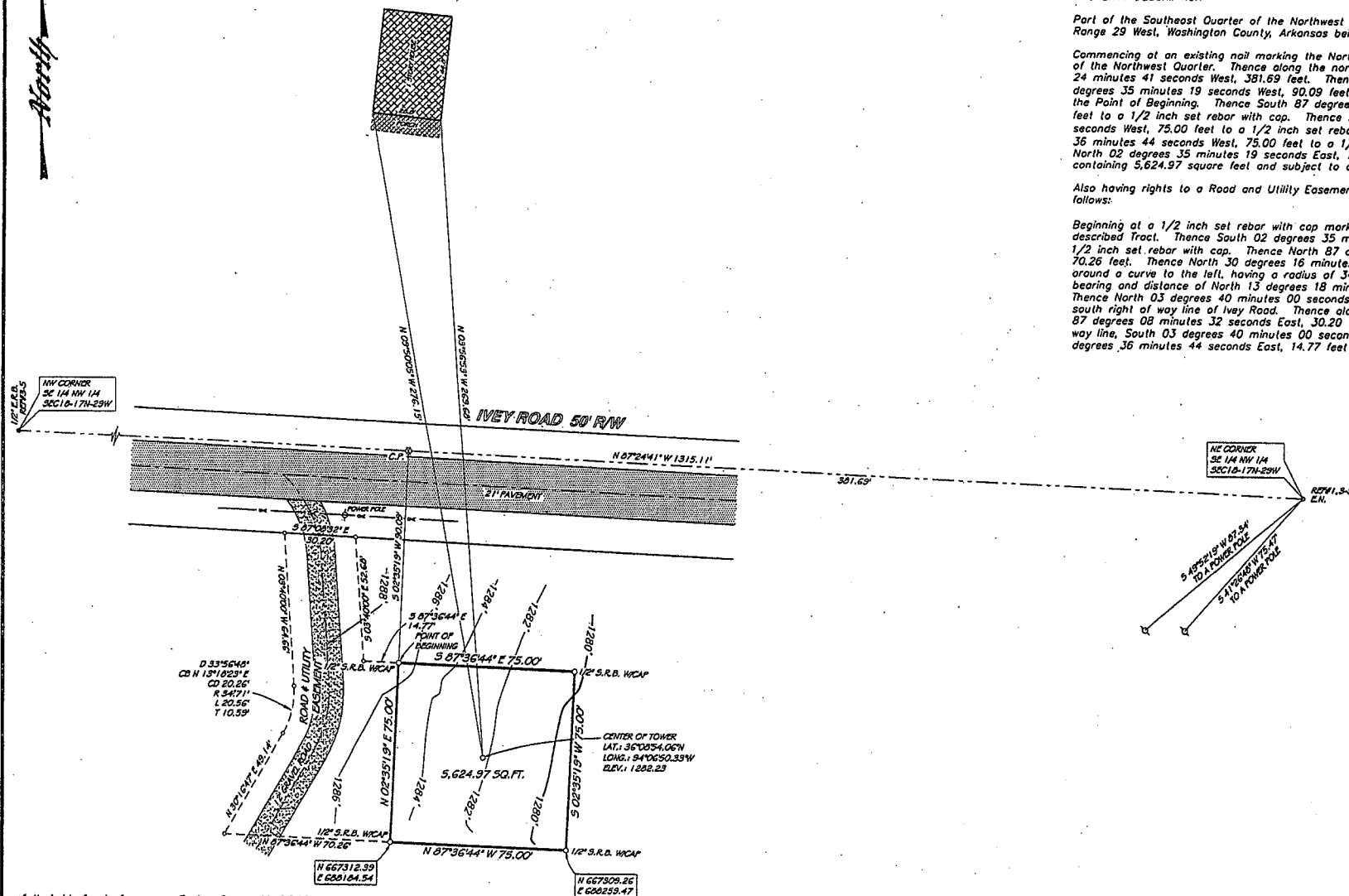
PROPERTY DESCRIPTION

Part of the Southeast Quarter of the Northwest Quarter, Section 18, Township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:

Commencing at an existing nail marking the Northeast Corner of the Southeast Quarter of the Northwest Quarter. Thence along the north line of said forty, North 87 degrees 24 minutes 41 seconds West, 381.69 feet. Thence leaving said north line, South 02 degrees 35 minutes 19 seconds West, 90.09 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence South 87 degrees 36 minutes 44 seconds East, 75.00 feet to a 1/2 inch set rebar with cap. Thence South 02 degrees 35 minutes 19 seconds West, 75.00 feet to a 1/2 inch set rebar with cap. Thence North 87 degrees 35 minutes 44 seconds West, 75.00 feet to a 1/2 inch set rebar with cap. Thence North 02 degrees 35 minutes 19 seconds East, 75.00 feet to the Point of Beginning, containing 5,624.97 square feet and subject to any Easements of Record.

Also having rights to a Road and Utility Easement being more particularly described as follows:

Beginning at a 1/2 inch set rebar with cap marking the Northwest Corner of the above described Tract. Thence South 02 degrees 35 minutes 19 seconds West, 75.00 feet to a 1/2 inch set rebar with cap. Thence North 87 degrees 36 minutes 44 seconds West, 70.26 feet. Thence North 30 degrees 16 minutes 47 seconds East, 49.14 feet. Thence around a curve to the left, having a radius of 34.71 feet, and subtended by a chord bearing and distance of North 13 degrees 18 minutes 23 seconds East, 20.26 feet. Thence North 03 degrees 40 minutes 00 seconds West, 64.66 feet to a point on the south right of way line of Ivey Road. Thence along said south right of way line, South 87 degrees 08 minutes 32 seconds East, 30.20 feet. Thence leaving said south right of way line, South 03 degrees 40 minutes 00 seconds East, 52.68 feet. Thence South 87 degrees 36 minutes 44 seconds East, 14.77 feet to the Point of Beginning.



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SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if requested according to utility company records, and/or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plat. No title search was done to us or instruction from the person(s) named on this plat. No title search was done to us or instruction from the person(s) named on this plat. No title search was done to us or instruction from the person(s) named on this plat. The Buyer or Owner of this property should satisfy themselves as to the correct owner through a title search or review by an attorney.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clavis W. Satterfield, No. 0147, or Ricky Hill, No. 1443, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718, Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72821

SURVEYORS DISCLAIMER AND STATEMENT OF USE

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



500-17N-29W-0-18-420-72-0147-1443

WASHINGTON COUNTY, ARKANSAS
SURVEY OF PART OF THE

SE 1/4 NW 1/4, SECTION 18, T-17-N, R-29-W

FOR USE BY SMITH 2 WAY

DRAWN BY: D.E.R.
SCALE: 1" = 30'
DATE: 4-19-10
JOB NO. 37,226

Satterfield Land Surveyors P.A.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE NO. (479) 632-3565
FAX (479) 632-3002 - WEBSITE: <http://www.slsurveying.com>

GRAPHIC SCALE 30' 60' 90' 120' 150' 180' 210' 240' 270' 300' 330' 360' 390' 420' 450' 480' 510' 540' 570' 600' 630' 660' 690' 720' 750' 780' 810' 840' 870' 900' 930' 960' 990' 1020' 1050' 1080' 1110' 1140' 1170' 1200'

REFERENCE DEED: WARRANTY DEED BOOK 402 PAGE 263

SURVEY REFERENCES

1. ENGINEERING SERVICES, INC. - 1/24 - R.G.F. 03953

2. ENGINEERING SERVICES, INC. - 11/03 - R.G.F. 03150

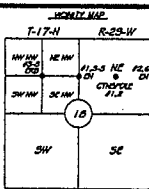
3. PAYETTEVILLE ENG. DIVISION - 1/22/06 - FILE#0006-00007261

4. PAYETTEVILLE ENG. DIVISION - 1/23/07 - FILE#0007-00000612

5. SURVEY I, INC. - 8/16/04 - R.G.F. 4308

6. SATTERFIELD LAND SURVEYORS - 8/1/09 - 234,711

BASIS OF BEARING: ARKANSAS STATE PLANE COOR. GRID NORTH



- S.R.B. - SET 1/2" REBAR W/ CAP
- S.P.A.N. - SET P.N. NAIL
- S.A.R.S. - SET HARDWOOD SPINE
- S.K. - SET NAIL
- C.R.B. - EXISTING REBAR
- C.P.R. - EXISTING P.N. NAIL
- C.P.A.N. - EXISTING P.N. NAIL
- C.E. - EXISTING NAIL
- C.A.R.S. - EXISTING HARDWOOD SPINE
- EXISTING EASEMENT MONUMENT
- EXISTING STONE
- ▲ EXISTING STATE MONUMENT
- ▲ EXISTING R/W MARKER
- EXISTING FENCE
- ⊗ COMPUTED POINT
- FC - FENCE CORNER

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – 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

**City of Fayetteville Arkansas
City Council Meeting Minutes
July 6, 2010**

A meeting of the Fayetteville City Council was held on July 6, 2010 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Gray, Cook, Petty, Ferrell, Lucas, Lewis, Mayor Jordan, City Attorney Kit Williams, Assistant City Attorney Jason Kelley, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Thiel and Alderman Rhoads

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan recognized the Spring International Language students.

Presentations, Reports and Discussion Items: None

Agenda Additions:

Consent:

Approval of the June 15, 2010 City Council meeting minutes.

Approved

Woolsey Aviation, Inc. D/B/A Million Air of Fayetteville: A resolution authorizing and approving an airport use and lease agreement for fixed base operations with Woolsey Aviation, Inc. D/B/A Million Air of Fayetteville in the amount of \$29,560.20.

Resolution 112-10 as recorded in the office of the City Clerk.

Ball Plaza Holdings, LLC: A resolution approving a lease with Ball Plaza Holdings, LLC to rent space in the E.J. Ball Building to house the City of Fayetteville Information Technology Division's server room for the annual amount of \$18,504.00.

Resolution 113-10 as recorded in the office of the City Clerk.

Sweetser Construction, Inc.: A resolution awarding bid and approving a contract with Sweetser Construction, Inc. in the amount of \$285,811.00 for the construction of repairs to the Lake Wilson spillway, and approving a 10% project contingency.

Resolution 114-10 as recorded in the office of the City Clerk.

Garver, LLC Amendment No. 1: A resolution approving contract Amendment No. 1 with Garver, LLC in the amount of \$79,400.00 for construction phase services related to Lake Wilson Spillway Improvements.

Resolution 115-10 as recorded in the office of the City Clerk.

Ground Zero Construction, Inc.: A resolution awarding bid and approving a contract with Ground Zero Construction, Inc. in the amount of \$64,750.00 for construction of Hamestring Creek Tributary restoration through the Red Oak Park Supplemental Drainage Improvements Project, and approving a 15% project contingency.

Resolution 116-10 as recorded in the office of the City Clerk.

New Police Department Policies: A resolution approving Fayetteville Police Department Policies 33.1 Training; 41.2.7 Department Response to Mentally Ill Subjects; and 44.2.4 School Resource Officers.

Resolution 117-10 as recorded in the office of the City Clerk.

Alderman Cook moved to approve the Consent Agenda. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Unfinished Business:

RZN 10-3566 (932 Garland): An ordinance rezoning that property described in rezoning petition RZN 10-3566, for approximately 0.84 acres, located at 932 Garland Avenue from R-PZD, Residential Planned Zoning District 06-2256 (932 Garland), to R-O, Residential Office and RMF-40, Residential Multi-family, 40 units per acre. *This ordinance was left on the Second Reading at the June 15, 2010 City Council meeting.*

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Internal Services and Development Director gave a brief description of the ordinance.

Kelley Ellis, Representative for the property owner stated he would be glad to answer any questions.

Alderman Petty thanked them for taking time to consider this and speaking with him about the change in zoning.

City Attorney Kit Williams: The owner of the property is happy with the Community Services zoning?

Kelley Ellis: Yes sir.

Alderman Lewis: If this passes then you go into the design phase?

Kelley Ellis: At this point there are no specific plans on the property.

Alderman Lewis thanked Mr. Ellis and the property owner for working with Alderman Petty and staff.

Kelley Ellis: It was a learning process for us.

Alderman Petty moved to amend the zoning to formed based code Community Services. Alderman Cook seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Ordinance 5331 as Recorded in the office of the City Clerk

ADM 09-3273 (Business Registry and License Program): An ordinance to amend the Fayetteville code by enacting a chapter to create a business registry and to require annual business licenses for all businesses and non-profits with locations within Fayetteville. *This ordinance was left on the Second Reading at the June 15, 2010 City Council meeting.*

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Petty seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

City Attorney Kit Williams read the ordinance.

Alderman Lucas: Staff and volunteers have worked hard on this. A tremendous amount of work has gone into this. This ordinance came out of the Economic Summit. As the Council member on the FFEAC group it was logical that I was the one to bring this ordinance forward. I hope by September most Council members will have their vacations over and be present.

Alderman Lucas moved to table the ordinance to the September 7, 2010 City Council meeting. Alderman Ferrell seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

This ordinance was left on the Third Reading and Tabled to the September 7, 2010 City Council meeting.

Amend Chapter 97 Parks and Recreation: An ordinance to amend Chapter 97 Parks and Recreation of the Code of Fayetteville to permit and regulate signs recognizing donor contributions. *This ordinance was left on the Second Reading at the June 15, 2010 City Council meeting.*

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

City Attorney Kit Williams read the ordinance.

Connie Edmonston, Director of Parks and Recreation gave a brief description of the ordinance.

Alderman Gray: Connie, we don't intend to have a lot of advertisement on the trails, right?

Connie Edmonston: Correct.

Alderman Gray: A lot of the public comment we've had seems to infer that we are going to make them look like the fences at the ballparks. We don't want to have a lot of advertisements on our trails and parks. If there were modifications and changes made in the future would that have to come back to the Council?

Connie Edmonston: Yes.

Alderman Gray: It would be the Council's decision if a great number of signs were to go up.

Connie Edmonston: Yes. I hope we are overwhelmed with donations and we get a lot of requests but we will do it very tastefully. The plaques or signage will be blended into that facility.

Alderman Lucas: I asked Connie to come up with a little more of an explanation of what the recognitions would be.

Alderman Lewis: I appreciate the clarification on the perimeters. I feel that Connie and her staff would be tactful but that is not in the language. Kit, how do you decide whose name is on things?

City Attorney Kit Williams referenced Section B. III of the ordinance. They have recommended an amount before a donor would be recommended to the City Council. The final decision would be by the City Council. We need to be careful that we treat all proposed donors the same.

Alderman Lewis: The National Parks or other cities specify that the donor information will be placed in a specific location and it is very specific. I understand it is important to give recognition and we want to receive donations. I fear with the right amount of money they could be placed where they feel is the best place for their sign. That worries me for the integrity of the parks.

Alderman Ferrell: I'm the opposite, I don't fear it. I have confidence in the process. I don't think the parks are over run with signs and billboards.

Alderman Lucas: Are we looking at businesses only? What about organizations?

Connie Edmonston: Businesses, companies, organizations and individuals.

Alderman Lucas: You couldn't turn anyone down?

Connie Edmonston: We could always turn down a donation.

City Attorney Kit Williams: The final approval is by the City Council.

Alderman Ferrell: The Parks Board could turn one down, couldn't they?

City Attorney Kit Williams: They recommend it one way or the other. The final decision is up to City Council.

Alderman Lucas: If an organization came forward, who would make the decision whether that organization is going to have a sign in our parks?

City Attorney Kit Williams: We need to keep in mind the only signs that are going to be large are the facility naming signs. That would be recommended by the Parks and Recreation Advisory Board and then it would be approved by the City Council.

Alderman Petty: I support this but I do have a few concerns. What would happen if we have two donors on the same facility donating the same amount? Is that a donor management issue?

Connie Edmonston: Do you mean if two donors went together on one facility?

Alderman Petty: Right.

Connie Edmonston: I would assume it would be a donation from the two groups and they would have the right to signs up to 12 square feet and the right to name the facility.

Don Marr, Chief of Staff: It would be a donor management issue in terms of talking with the individuals and maybe jointly naming the facility.

Alderman Petty: I'm uneasy giving any group the right to name a facility. I also share a concern about context. Ideally any time we put a donor sign up it would be very contextual.

Connie Edmonston: We have a park naming facility policy within the Parks Division. When it comes before our Parks Board we table it for one month until the next board meeting in order to allow public input. That has worked well and there are several guidelines to the naming of the facility.

Don Marr: It is important at some point that you tour some things, because you have things currently existing in your park that would fall under these guidelines. If you want to change things and require all naming rights or signage recognition come to the Council for every individual item we can do that but you are going to see a lot of things that today you are not seeing because we are operationally dealing with them.

Alderman Lewis: I would like to request some language maybe that uses the word compatibility or something like we have in the form based code that shows this will be very tactful and how it will be designed.

City Attorney Kit Williams: The trail signage shall not exceed four square feet per sign, not 16 square feet. The 16 square is only if you are naming a facility or park. This ordinance allows not more than four square feet per sign on a trail.

Alderman Lewis: I would like to request some language for future staff and Council members to interpret.

City Attorney Kit Williams: I will be happy to work with you and put in any language you might suggest.

Don Marr: If you have suggestions for the changes to the levels or things we have presented to you, we are certainly open to that.

Alderman Ferrell: Sarah, if we are searching for reasonable I think we can get there.

Wayne Woolsey, President for Fayetteville Youth Baseball spoke in favor of the ordinance.

Alderman Cook moved to table the ordinance to the July 20, 2010 City Council meeting. Alderman Lewis seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

This ordinance was left on the Third Reading and Tabled to the July 20, 2010 City Council meeting.

Johnson Enhanced Water Service Contract: A resolution to approve a 15 year contract for enhanced water service between Fayetteville and Johnson. *This resolution was tabled at the June 15, 2010 City Council meeting to the July 6, 2010 City Council meeting.*

City Attorney Kit Williams thanked David Jurgens and his staff who worked long and hard to get the original draft of the contracts together for water and sewer service for Johnson. This is all tied to the detachment and annexation into the City of Fayetteville from the City of Johnson of about 99 acres on the north side of Van Ashe. He gave a brief description of the resolution.

Alderman Ferrell moved to approve the resolution. Alderman Cook seconded the motion. Upon roll call the resolution passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Resolution 118-10 as recorded in the office of the City Clerk.

Johnson Sanitary Sewer Service Contract: A resolution to approve a 15 year contract for sanitary sewer service between Fayetteville and Johnson. *This resolution was tabled at the June 15, 2010 City Council meeting to the July 6, 2010 City Council meeting.*

City Attorney Kit Williams: These were very similar contracts based on the same area. David Jurgens and I looked at this and we recommend approval of the contracts.

Alderman Lewis: At the Water and Sewer meeting we discussed this does not add to staff needs.

David Jurgens, Utilities Director: That's correct. This will not increase any demands for us.

Alderman Lewis: And the lines are already there.

David Jurgens: Yes, ma'am.

Alderman Ferrell: Thanked the staff, Kit and everybody that worked on this resolution.

Alderman Cook moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Resolution 119-10 as recorded in the office of the City Clerk.

Public Hearing:

Raze and Removal 890 S. Washington Ave.: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Ronald and Betty Ramirez located at 890 S. Washington Avenue in the City of Fayetteville, Arkansas and approving a budget adjustment of \$4,149.00.

Chad Ball, Community Services Coordinator: On March 1 Code Compliance responded to a request to inspect 890 S. Washington. We had the Building Official make a determination and we determined it was in violation of City Code 173.09 Unsafe Structure. We notified the property owners on March 11 and no progress has been made. I met with the property owners this morning and they obtained a building permit. Staff recommends approval of the resolution and budget adjustment.

City Attorney Kit Williams: What specifically did you notice about the house that you felt made it unsafe?

Chad Ball: The request was from the Fire Marshall's office. There was a fire, they did their investigation and they concluded their investigation and forwarded it to Code Compliance to see if it was unsafe and structurally unsound based on the fire.

City Attorney Kit Williams: You checked it out and it was structurally unsound and unsafe.

Chad Ball: The Building Official made that determination.

Mayor Jordan opened the Public Hearing

There was no public comment.

City Attorney Kit Williams: I recommend that the resolution be passed. It doesn't mean we will immediately start razing and removing it. We will work with the homeowner to see if they will get it done.

Mayor Jordan closed the Public Hearing

Alderman Ferrell: I understood that you met with the owners.

Chad Ball: Yes sir, this morning.

Alderman Ferrell: Their intent is to salvage it.

Chad Ball: Yes sir, we are hoping for compliance but we are preparing for noncompliance.

Alderman Ferrell: Do you feel like it is a sincere deal?

Chad Ball: I sure hope so.

Alderman Ferrell: Thank you.

City Attorney Kit Williams: Mayor, before we go forward with doing a raze and removal, if they wait and there are negotiations going on for a few months, and it looks like it is going nowhere, I will ask Chad to come back and do a report and give notice to the owners that negotiations are off.

Alderman Lucas: Is there a time limit on this?

Chad Ball: They obtained a demo permit. It will be up to the Building Safety Division to expire that permit. They will be working with the property owners and we will be working with the property owners.

Alderman Lucas: There is a time limit

Chad Ball: Yes.

Alderman Lewis: How do they determine if it is unsafe?

Chad Ball: Structurally sound, in this case the fire deteriorated the structure to where it was structurally unsound and his report stated it would be costly to make the repairs. He determined it was in violation because of the extensive fire damage.

Alderman Petty moved to approve the resolution. Alderman Cook seconded the motion. Upon roll call the resolution passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Resolution 120-10 as recorded in the office of the City Clerk.

New Business:

Street Name Change: A resolution renaming a section of N. Shiloh Drive to N. Farm Credit Drive due to street realignment.

Mayor Jordan gave a brief description of the resolution and why the street needs to be renamed.

The street runs about 1,000 feet. There was a recommendation by the Street Committee for this name. We had no public comment on it after several months of talking about so we did not think there was going to be an issue. You can leave the name as suggested or you can change the name. Does anyone know how long it would take the 911 Committee to look at that again?

John Goddard, 911 Coordinator: We work with the 911 Committee to get the records correct in the GIS and that can happen within 48 hours or less.

Mayor Jordan asked the Council to look over a letter Mr. Knies sent recommending names.

John Goddard: When a name is picked it should be approved by the 911 Committee.

Alderman Lucas: I was not aware that the street had already been named.

Mayor Jordan: No, that was a recommendation to name it. You all have to approve it.

Alderman Lucas: After we heard some discussion about this I sent out an email and we have received well over 100 emails with suggestions of naming the street. I have a list of suggestions from the people in that area. I have a list that I have given out to the Council. I thought we would table it, give the list to GIS, let them look at this, go back to the 911 Committee and come back with a recommendation.

Mayor Jordan: I would agree with that but I think we owe Mr. Knies his side of the story.

Alderman Lucas: That will be fine.

John Goddard: How many names were submitted?

Alderman Lucas: It's not a hundred. Someone would recommend a name and everybody would weigh in on it. They thought it should be historic or nature.

John Goddard: Are they in any kind of order of preference?

Alderman Lucas: Yes. She gave examples of some of the suggested street names.

Don Marr: I have asked John for the purpose of the public if he could show a map with the section of the road we are talking about.

John Goddard showed the public the section of road that needs to be renamed.

A discussion continued regarding the naming of the street.

Alderman Ferrell: How do we go about naming a new street?

John Goddard: If it is a subdivision a developer comes forward and makes suggestions, then we take it through a 911 Committee process. They do research to make sure we are not getting confusing names.

Alderman Lucas moved to table the resolution to the July 20, 2010 City Council meeting. Alderman Lewis seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

This resolution was Tabled to July 20, 2010.

City of Johnson Agreement: A resolution to approve an agreement with the City of Johnson concerning payment of \$35,000.00 to Johnson, Johnson conveying .77 acres to Fayetteville, the cities mutual assistance in obtaining right-of-way for the Van Asche extension, budget adjustment of \$35,000.00 and other purposes.

City Attorney Kit Williams gave a brief description of the resolution.

We agreed to pay Johnson \$35,000 to off set a few years sales tax revenue loss they are going to suffer by this detachment from them. Johnson agreed to deed us .77 acres that is largely in the needed right of way area for the Van Asche Boulevard extension. That is land that we need and they have agreed to deed that to us without us paying anything for it.

Alderman Lucas thanked Kit for working on the agreement. Will Fayetteville do the construction from McGuire to 112? Johnson is on one side and we are on the other, is that right?

City Attorney Kit Williams: That is correct and we will be paying the construction cost. Johnson does not have the commercial base, money and resources that we have.

Chris Brown, City Engineer: That's correct. We have some preliminary cost estimates and concepts.

City Attorney Kit Williams: We are still looking at some federal funds that might assist if we have any of that left over.

Chris Brown: That's correct. The Council passed a resolution recently reaffirming their desire to use federal funding through the Fayetteville Expressway Economic Development Corridor Project that we got the earmark for.

Don Marr: The funding for this is coming out of fund balance which we expect to be replenished by the collection of sales taxes. The \$35,000.

City Attorney Kit Williams: That's because it's offset sales tax revenue. We are going to start receiving that sales tax now. It will replenish our general fund sales tax because the sales tax will be going to us instead of Johnson.

Alderman Ferrell: Since it is assisting in the Van Asche extension could we use funds from that to pay for this?

Paul Becker, Finance Director: That's bond money. We need to pay for it from City revenue.

Alderman Ferrell: Even though it is dealing with Van Asche?

Paul Becker: Even though it's dealing with the street it's reimbursing them for lost revenue.

Mayor Jordan: I think we will look back on this someday and this will be a major acquisition for the future of this City.

Alderman Ferrell moved to approve the resolution. Alderman Cook seconded the motion. Upon roll call the resolution passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Resolution 121-10 as recorded in the office of the City Clerk.

Amend Chapter 33: Departments, Boards, Commissions, and Authorities: An ordinance to amend Chapter 33 Department, Boards, Commissions and Authorities by enacting Title XXI, Fayetteville Arts Council into the Fayetteville Code.

Jeremy Pate gave a brief description of the ordinance. The City of Fayetteville worked with the Arts Council to conduct a strategic plan process. One of the action plan items was for staff to review the resolution that was passed to see if it still made sense and put it into ordinance form. We are removing and changing some of the language. I recommend that you amend the ordinance to remove the appeal process. Staff is recommending approval of this ordinance.

Assistant City Attorney Jason Kelley read the ordinance.

Alderman Ferrell moved to amend the ordinance to remove the appeal process. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Jessica Minton, a member of the Fayetteville Arts Council: We really think this will help us have more direction so we can be of better service to the City.

Alderman Lewis moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Assistant City Attorney Jason Kelley read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Assistant City Attorney Jason Kelley read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Ordinance 5332 as Recorded in the office of the City Clerk

Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control: An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage.

Assistant City Attorney Jason Kelley read the ordinance.

Chris Brown, City Engineer gave a brief review of the ordinance. Planning Commission recommends approval.

Alderman Ferrell: One of the largest complaints that I have received since I have been on the Council is drainage. I think it is something that needs to be done. Will the plan be like a master plan and have flood prevention and drainage control for each lot in a subdivision that will be required by the developer before the development.

Chris Brown: A typical subdivision will be required to have a master drainage plan. That will be an engineering plan that will show flow patterns and slopes of certain areas. During construction we have added some phasing requirements and additional stabilization requirements.

Alderman Ferrell: Will a home builder have to comply with the overall plan that is drawn up or will they have to submit plans for storm water management as they plan construction on a lot?

Chris Brown: Each individual lot can use that master drainage plan as their site plan. As part of their building permit submission they will have to show how during construction they will manage the storm water.

Jeremy Pate: We spend a lot of time fixing drainage problems. This is one of the big pros of having Building Services and Engineering together. We have had conversations about where the gaps are between the developer building the subdivision and the home builder building the home. Hopefully the City can bring that together and make the whole project be a much better project.

Mayor Jordan: This template will be a good master plan for the City

Alderman Lewis: If one of those builders chooses to do LID on one lot this would make it possible. Now it is very difficult because you do not know where the water is flowing around those surrounding lots.

Alderman Lewis moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion failed 5-1. Alderman Petty voting no. Alderman Rhoads and Alderman Thiel were absent.

This ordinance was Left on the First Reading

Amend Chapter 171: Streets and Sidewalks: An ordinance amending the Unified Development Code Chapter 171: Streets and Sidewalks to amend and clarify sidewalk and driveway approach construction standards.

Assistant City Attorney Jason Kelley read the ordinance.

Chris Brown: This is a cleanup ordinance amendment to bring it up to date with current practices. The two things that were discussed at the Planning Commission meeting were the thickness requirements and the compressive strength requirement of the concrete.

Alderman Cook: Why did we go from five to four feet on sidewalk width?

Chris Brown: That actually is affective width.

Alderman Cook: Are we still building five foot sidewalks?

Chris Brown: The Master Street Plan has not changed it still has five foot sidewalks.

Alderman Cook moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion 6-0. Alderman Rhoads and Alderman Thiel were absent.

Assistant City Attorney Jason Kelley read the ordinance.

Alderman Cook moved to suspend the rules and go to the third reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Assistant City Attorney Jason Kelley read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Ordinance 5333 as Recorded in the office of the City Clerk

Amend Chapter 177: Landscape Regulations: An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development.

Assistant City Attorney Jason Kelley read the ordinance.

Jeremy Pate gave a brief description of the ordinance. We recommend removing the requirement for the 25 feet of green space in the I-540 Design Overlay District. This requirement was adopted in 1994 before our commercial design standards required you to have green space adjacent to the street and before you were required to have a certain percentage of green space on your property. Planning Commission voted 7-0 in favor of this request.

Alderman Lewis: Where is that 25 feet of green space?

Jeremy Pate: Within a street cross section typically you would have the road, then green space, then a sidewalk, then outside the sidewalk on the private property there is 15 feet of green space before the parking lot.

Alderman Lewis: Are you reducing the one between the sidewalk and the building?

Jeremy Pate: Correct.

A discussion followed on the ordinance.

Alderman Petty: I think it is common sense to place these requirements on developers.

This ordinance was Left on the First Reading

Ozark Transit Authority Interlocal Agreement: An ordinance approving an amendment to the Interlocal Agreement providing for participation of the City of Fayetteville in the Ozark Transit Authority.

Assistant City Attorney Jason Kelley read the ordinance.

Don Marr: There are a couple of primary changes to the Interlocal Agreement. One is to remove language that any other incorporated city may become a member of the Interlocal Agreement as its own option is replaced with language that requires incorporated cities may

become a member upon a majority vote of the Board of Ozark Transit Authority. The other one is in Section 3 and it relates to the recommendation to amend the agreement so that the authority is governed by a Board of Directors consisting of one appointment from each of the County Judges and City Mayors of the Counties and Cities mentioned in Section 2. It assigns them term limits of four years after their initial appointment. The terms are set up on a staggered basis.

Alderman Lewis: What efforts are being made, if any, to coordinate the Ozark Transit Authority and the Razorback Transit?

Alderman Marr: This group does not deal with that at all. This group is a board that specifically addresses the operations of Ozark Regional Transit. There were discussions at one time between the University, the Razorback System and Ozark Regional Transit. That fell through as a result of a lack of the University's interest in a combined system.

Alderman Lucas: This board decides the routes?

Don Marr: This board would provide approval of routes, route additions, route deletions, funding and budget approval. It is the governing body for Ozark Regional Transit. I am an appointed member by Mayor Jordan.

Alderman Ferrell: With all due respect, if I was the Mayor I would like this but I am not and I don't. I think you need scrutiny on policy and public law. I support all of it except Section 9.

Mayor Jordan: This board wanted to appoint the members. They would stay on a long time.

Don Marr: We were advised by the City Attorney to look at language in that, because in the original bylaws and agreements they are to be appointed by the Mayor. You could have a situation where a person was serving appointed by one Mayor that would not come up through the term of the next Mayor and therefore not have a reappointment. It is how it functions today. The appointments are made annually by the Mayor or the County Judge. It puts into the code what is the actual practice. It is not a new practice that is being added or changed.

A discussion followed on the ordinance.

Alderman Lewis: If there is a new Mayor and that Mayor does not appoint someone new, their term would run out at said date?

Don Marr: If the Mayor does not appoint someone the Mayor is the appointee.

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Cook seconded the motion. Upon roll call the motion 6-0. Alderman Rhoads and Alderman Thiel were absent.

Assistant City Attorney Jason Kelley read the ordinance.

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Rhoads and Alderman Thiel were absent.

Assistant City Attorney Jason Kelley read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-1. Alderman Ferrell voting no. Alderman Rhoads and Alderman Thiel were absent.

Ordinance 5334 as Recorded in the office of the City Clerk

Announcements:

Highway 112 Garland Avenue and the Arkansas Highway Department meeting is scheduled for Thursday, July 8, 2010 from 4:00 to 7:00 p.m. at Trinity Methodist Church.

There will not be a Ward 4 meeting in July.

Meeting adjourned at 8:15 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Report will be given at the City Council

Washington County Regional Ambulance Authority-Central EMS

*Meeting
7/20/10*

Executive Committee Report to the Fayetteville City Council

July 20, 2010

Fayetteville Appointees to the Executive Committee:

Bobby Ferrell, Fayetteville City Alderman Ward 4

David Dayringer, Fayetteville Fire Chief

Request of \$270,000 for 2011 budget year. No increase in subsidy. (ref. Interlocal Agreement for Ambulance Services)

The following Report is as directed by the Interlocal Agreement for Ambulance Services Article 2 C(2)a(i-v):

(i) The written annual, audited report of the previous year's financial and response data reports;

- Original copy of audit and 2009 Annual Report provided to city administration
- 2009 Performance Report

(ii) A written report of the financial and response data for the first half of the current year;

- Income statement and balance sheet for 2010 with summary
- 2010 Performance report

(iii) Plans and projections to replace or enlarge capital property and equipment within the next 18 months;

- Purchase two ambulances on replacement schedule-2011
- Land/Building lease or purchase an administration and operations facility that accommodates current and future growth. Approximately 20,000 sq ft.

(iv) Plans and justifications for any personnel increases within the next 18 months; and

- Increase in non-emergency staff by 2 FTEs.

(v) Revenue/expense projections for the next 18 months.

- Steady with no significant changes.

Financial and Response Data 2009-2010

The Ambulance Authority began exclusivity for non-emergency ambulance transports on January 1, 2009. This brought the following increases in call volume and performance:

Fayetteville/All	2008	2009	2010 (thru May)
Emergency Ambulance	5798/9048	6167/9366	2575/3880
Non Emergency	1619/1912	3099/3278	1214/1417
Wheel Chair	2360/3020	4823/5596	1964/2370
Avg. Response Time (min:sec)*	6:39	6:30	6:05
Fractile Response Times**	85%	83%	88%

*An ambulance arrived at an emergency within the city limits of Fayetteville with an average response time of 6 minutes and 5 seconds. Our goal is an average of 8 minutes.

**An ambulance arrived at an emergency within the city limits of Fayetteville 88% of the time in 8 minutes 59 seconds or less. Our goal is 90%.

Capital Improvement Plans for the next 18 months

Capital improvements for the next 18 months include the purchase or lease of a facility that is capable of housing our Administrative, Operations and Dispatch functions. We are in the very early stages of discussion and needs analysis for this facility. We are on track to replace two ambulances and a wheelchair van in 2011. Additionally, we plan to purchase a Navigation and vehicle location system to track and locate ambulances as well as assist in navigation to emergency call locations.

The Authority currently holds \$49,000 in an account designated for capital equipment purchases that must be approved by the Executive Committee. Funds are allocated to this account each month.

A Needs Assessment is currently underway to determine the most appropriate steps to be taken to accomplish the Strategic Plan Objectives for 2010.

Personnel Increases in the next 18 months

Restore one of the BLS ambulances that were taken out of service last year. This will increase personnel by 2 FTEs. We are currently \$100,000 under budget for payroll this year.

Challenges

One of the major challenges for the upcoming years is recruiting and availability of paramedics.

Accomplishments

- Dispatch reaccreditation for Emergency Medical Dispatch. Currently the only dispatch center in the state to hold this achievement.
- 30 years of service in Fayetteville and Washington County.
- Assisted in the search and recovery efforts at the flood in Albert Pike.

Summary of Income Statements and Balance Sheets for 2009-2010

Income Statements	2008	2009	2010 (YTD)
Net Income	\$85,800	\$366,900	\$396,600
Wages	\$200,000(over budget)	\$195,000 (under)	\$110,000 (under)

Balance Sheet	2008	2009	2010 (YTD)
Cash in Bank	\$143,000	\$297,000	\$312,000
Total Net	\$3,352,000	\$3,502,200	\$3,973,700

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CENTRAL EMS
Balance Sheet SubType
As of 5/31/2010

Assets

Current Assets

Cash in Bank	\$312,283.38	
Equipment Fund	48,324.82	
Patient Accounts Receivable	2,492,744.09	
Membership Dues Receivable	5,218.18	
Bad Debt Allowance	(830,083.01)	
Government Accounts Receivable	(0.51)	
Reimbursements Outstanding	(370.62)	
Prepaid Property/Liability Insurance	1,320.92	
Prepaid Workers' Comp Insurance	7,637.76	
Total Current Assets		\$2,037,075.01

Property, Plant & Equipment

Land	\$109,795.13	
Buildings	813,463.25	
Medical Equipment	754,526.65	
Vehicles	2,110,478.89	
Communications Equipment	525,242.90	
Maintenance Tools & Equipment	55,880.62	
Office Equipment	214,358.51	
Furniture & Appliances	24,183.32	
Parts & Supplies Inventory	8,250.00	
Accumulated Depreciation	(2,679,585.59)	
Total Property, Plant & Equipment		1,936,593.68

Total Assets

\$3,973,668.69

Liabilities and Net Assets

Current Liabilities

Vendor Accounts Payable	\$77,261.48	
Discounts Taken	94.20	
Wages Payable	30,412.83	
FICA Payable	(326.32)	
SIT Payable	(254.71)	
Accrued ESD Payable	4,272.48	
Workers' Comp Insurance Payable	12,727.00	
Pension Deductions Payable	29,881.00	
Credit Union Deductions Payable	2,868.00	
Employee Health Club Payable	294.03	
Temporary Deductions Payable	10,375.33	
CEMS Support Deductions Payable	53.00	
Accrued Vacation Year End	85,626.83	
Short Term Portion of Long Term Debt	106,678.63	
Refunds of Overpayments	2,851.45	
Membership Dues Refunded	(340.00)	
Total Current Liabilities		\$362,475.23

Long Term Liabilities

Long Term Debt	\$391,002.32	
Total Long Term Liabilities		391,002.32

Total Liabilities

\$753,477.55

Net Assets

Gain (Loss)	\$366,900.69	
Fund Balance	2,456,627.91	
Current Year Net Assets	396,662.54	
Total Net Assets		3,220,191.14

Total Liabilities and Net Assets

\$3,973,668.69

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CENTRAL EMS
Income Statement SubType
(Original Budget to Actual Comparison)
For the period of 5/1/2010 Through 5/31/2010

	Current Period				Year To Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
<u>Revenues</u>								
Grants	\$0.00	\$0.00	\$0.00	0.0%	\$46,361.73	\$6,000.00	\$40,361.73	672.7%
Patient Charges	751,624.83	723,363.00	28,261.83	3.9	3,607,132.76	3,526,699.00	80,433.76	2.3
Wheelchair Charges	14,450.72	14,000.00	450.72	3.2	68,144.49	70,000.00	(1,855.51)	(2.7)
VA Charges	0.00	0.00	0.00	0.0	5,750.26	0.00	5,750.26	0.0
Standby Charges	35,657.60	32,333.00	3,324.60	10.3	94,480.92	83,332.00	11,148.92	13.4
Membership Dues Charged	5,125.00	5,333.00	(208.00)	(3.9)	29,380.00	26,665.00	2,715.00	10.2
Bad Debt Recovery	3,212.13	2,600.00	612.13	23.5	22,347.17	13,000.00	9,347.17	71.9
Mandatory Allowances	(243,786.74)	(243,112.00)	(674.74)	(0.3)	(1,187,751.17)	(1,188,675.00)	923.83	0.1
Membership Non-Renewals	(275.00)	(185.00)	(90.00)	(48.6)	(2,285.00)	(925.00)	(1,360.00)	(147.0)
Membership Charges Written Off	(5,488.26)	(5,000.00)	(488.26)	(9.8)	(31,811.10)	(25,000.00)	(6,811.10)	(27.2)
Washington County Assistance	46,750.68	46,750.00	0.68	0.0	233,753.40	233,750.00	3.40	0.0
Elkins Assistance	2,223.00	2,223.00	0.00	0.0	4,446.00	4,446.00	0.00	0.0
Farmington Assistance	3,605.00	3,605.00	0.00	0.0	7,210.00	7,210.00	0.00	0.0
Goshen Assistance	752.00	752.00	0.00	0.0	1,504.00	1,504.00	0.00	0.0
Greenland Assistance	0.00	1,226.00	(1,226.00)	(100.0)	1,226.00	2,452.00	(1,226.00)	(50.0)
ETSB Reimbursement	0.00	0.00	0.00	0.0	68,333.72	63,000.00	5,333.72	8.5
Johnson Assistance	1,663.00	1,663.00	0.00	0.0	3,326.00	3,326.00	0.00	0.0
Lincoln Assistance	2,059.00	2,059.00	0.00	0.0	4,118.00	4,118.00	0.00	0.0
Prairie Grove Assistance	3,367.00	3,367.00	0.00	0.0	6,734.00	6,734.00	0.00	0.0
West Fork Assistance	2,042.00	2,042.00	0.00	0.0	4,084.00	4,084.00	0.00	0.0
Fayetteville Assistance	22,500.00	22,500.00	0.00	0.0	112,500.00	112,500.00	0.00	0.0
Miscellaneous Income	917.86	1,420.00	(502.14)	(35.4)	3,252.64	7,100.00	(3,847.36)	(54.2)
Net Revenues	\$646,399.82	\$616,939.00	\$29,460.82	4.8%	\$3,102,237.82	\$2,961,320.00	\$140,917.82	4.8%
<u>Program Expenses</u>								
Bad Debt Expense	\$117,972.04	\$126,589.00	\$8,616.96	6.8%	\$612,496.83	\$617,173.00	\$4,676.17	0.8%
Administration	19,886.96	15,641.00	(4,245.96)	(27.1)	109,008.58	109,805.00	796.42	0.7
Benefits	39,789.58	38,955.00	(834.58)	(2.1)	211,578.10	199,275.00	(12,303.10)	(6.2)
Communications	1,650.67	3,462.00	1,811.33	52.3	17,311.95	17,310.00	(1.95)	0.0
Employer Taxes	19,869.03	20,509.00	639.97	3.1	101,163.41	111,295.00	10,131.59	9.1
Facilities	1,819.63	3,317.00	1,497.37	45.1	10,726.59	24,585.00	13,858.41	56.4
Health & Safety	609.83	1,267.00	657.17	51.9	8,879.95	10,335.00	1,455.05	14.1
Information Tech/Software/Hardware	660.62	750.00	89.38	11.9	5,570.53	3,750.00	(1,820.53)	(48.5)
Medical Supplies & Equipment	15,786.85	16,636.00	849.15	5.1	82,172.32	91,848.00	9,675.68	10.5
Business Office	5,452.12	5,592.00	139.88	2.5	33,194.72	36,630.00	3,435.28	9.4
Other Expenses	37,180.00	36,642.00	(538.00)	(1.5)	160,181.00	160,432.00	251.00	0.2
Training	1,122.22	2,591.00	1,468.78	56.7	13,325.09	12,873.00	(452.09)	(3.5)
Utilities	7,879.27	8,569.00	689.73	8.0	41,171.77	42,845.00	1,673.23	3.9
Vehicle Maintenance & Fuel	17,187.83	16,396.00	(791.83)	(4.8)	93,770.85	81,980.00	(11,790.85)	(14.4)
Wages	249,066.45	263,142.00	14,075.55	5.3	1,205,431.44	1,315,710.00	110,278.56	8.4

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CENTRAL EMS
Income Statement SubType
(Original Budget to Actual Comparison)
For the period of 5/1/2010 Through 5/31/2010

	Current Period				Year To Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Total Program Expenses	\$535,933.10	\$560,058.00	\$24,124.90	4.3%	\$2,705,983.13	\$2,835,846.00	\$129,862.87	4.6%
Total Expenses	\$535,933.10	\$560,058.00	\$24,124.90	4.3%	\$2,705,983.13	\$2,835,846.00	\$129,862.87	4.6%
Income (Loss) from Operations	\$110,466.72	\$56,881.00	\$53,585.72	94.2%	\$396,254.69	\$125,474.00	\$270,780.69	215.8%
<u>Other Income (Expense)</u>								
Interest Earned	\$66.42	\$25.00	\$41.42	165.7%	\$407.85	\$125.00	\$282.85	226.3%
Total Other Income (Expense)	\$66.42	\$25.00	\$41.42	165.7%	\$407.85	\$125.00	\$282.85	226.3%
Net Income (Loss)	\$110,533.14	\$56,906.00	\$53,627.14	94.2%	\$396,662.54	\$125,599.00	\$271,063.54	215.8%

**Washington County Regional Ambulance Authority
Central EMS**

Performance Report

Dec-09

Administration

	2008	YTD 2009
Collection Rate	81%	75%

Operations

Demand/Workload

	1st QTR	2nd QTR	3rd Qtr	Oct	Nov	Dec	4th Qtr	Total 2009	Total 2008
Total Calls for Service-All Ambulance	3532	3525	3227	1217	1065	1068	3350	13634	12706
Total Calls for Service: Emergency	2277	2342	2385	831	766	765	2362	9366	9048
Emergency Transports	1495	1540	1581	578	528	532	1638	6254	5980
Emergency No Pick Up/Cancelled	693	802	804	253	238	233	724	3023	3071
Non-Emergency Transports	839	771	758	327	279	304	910	3278	1912
Wheelchair	1419	1385	1363	431	507	491	1429	5596	3020
VA	391	361	5	5	3	0	8	765	1804
Standbys (hours)	198.75	696.5	231.75	185.75	260	51.5	497.25	1624.25	1308

Ambulance Call Types

(Fayetteville/All)

	1st QTR	2nd QTR	3rd Qtr	Oct	Nov	Dec	4th Qtr	Total 2009
Cardiac-Respiratory Arrest	27/43	26/40	23/46	4/7	11/18	5/16	20/41	96/170
Cardiac-Respiratory Emergency	122/351	192/352	204/380	70/132	72/127	50/118	192/337	710/1460
Other Medical	812/1163	827/1173	875/1246	295/445	269/396	259/402	823/1243	3337/4825
Traffic Accident	100/190	155/250	151/239	64/90	62/81	53/88	179/259	585/938
Trauma	235/322	283/446	295/450	86/141	85/128	79/124	250/393	1063/1611
Interfacility	1151/1243	1014/1206	742/826	312/349	291/308	289/316	892/973	3797/4248
Other	25/165	47/59	28/77	19/55	8/13	3/4	30/72	130/373

Key Result Areas

	Goal	1st QTR	2nd QTR	3rd Qtr	Oct	Nov	Dec	4th Qtr	Total 2009	Total 2008
Average Response Time Fayetteville	8 min	6:28	6:32	6:32	6:28	6:23	6:38	6:25	6:30	6:39
Fractile Response Time Fayetteville	90%in 8:59 or less	84%	83%	82%	88%	88%	84%	87%	83%	85%
Fractile Response Time Small Towns	90%in 12:59 or less	80%	85%	84%	87%	83%	79%	83%	83%	85%
Fractile Response Time Washington County	90%in 20:59 or less	80%	82%	82%	86%	79%	73%	79%	81%	85%
UHU: Unit Hour Utilization-Responses	.20/.22	.19/.27	.20/.27	.19/.27	.21/.29	.20/.28	.21/.28	.21/.29	.20/.27	.17/.25
Out of Chute Time	< 2 min	1:25	1:11	1:13	1:11	1:11	1:12	1:09	1:15	1:34
Turn Around Time at Hospital	15 minutes	19:12	22:31	22:03	20:27	22:26	22:30	21:30	21:17	19:43
Cardiac Arrest Save Rate		33.3%	25.0%	34.6%	32.7%	34.4%	33.3%	34.3%	34.2%	31.70%

Communications

Demand/Workload

	1st QTR	2nd QTR	3rd Qtr	Oct	Nov	Dec	4th Qtr	Total 2009
911 Calls Answered	11767	10666	10937	4363	3823	4120	12306	45676
Other Calls	22879	31814	30891	11589	10488	110385	132462	218046

Key Result Areas

	Goal	1st QTR	2nd QTR	3rd Qtr	Oct	Nov	Dec	4th Qtr	Total 2009	2008 Total
Emergency Call Processing Time	< 2 min (120 sec)	38.9	47.1	48.2	46.2	45.6	37.2	43	44.3	37.8
Fractile Answer Time-911	<3 rings (6 sec) 90%	97.1%	97.7%	98.2%	98.8%	98.5%	98.5	98.5	97.8	98.20%
Overall Center EMD Compliance	≥ 90%	99.3%	99.0%	98.6%	98.6%	98.9%	n/a	n/a	n/a	99%

Training

	Contact Hours	1st QTR	2nd QTR	3rd Qtr	Oct	Nov	Dec	4th Qtr	Total 2009
EMS		1928.5	710	349.5	114	17.5	323	454.5	3442.5
Fire		2944	336	0	0	0	0	0	3280
Community		195	1576.5	856.5	244	0	0	244	2872

**Washington County Regional Ambulance Authority
Central EMS**

Performance Report

May-10

<u>Administration</u>	<u>2009</u>	<u>YTD 2010</u>
Collection Rate	76%	74%

<u>Operations</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>1st Qtr</u>	<u>Apr</u>	<u>May</u>
<u>Demand/Workload</u>						
Total Calls for Service-All Ambulance	1163	969	1065	3099	1082	1118
Total Calls for Service: Emergency	815	744	750	2244	805	831
Emergency Transports	570	524	513	1550	553	563
Emergency No Pick Up/Cancelled	245	220	237	694	252	268
Non-Emergency Transports	253	243	301	845	277	259
Wheelchair	527	396	495	1386	480	504
VA	2	4	2	8	0	0
Standbys (hours)	92	88.75	63	215	118	220

<u>Key Result Areas</u>	<u>Goal</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>1st Qtr</u>	<u>Apr</u>	<u>May</u>
<u>Emergency</u>							
Average Response Time Fayetteville	8 min	6:21	5:51	6:05	6:06	6:13	6:05
Fractile Response Time Fayetteville	90%in 8:59 or less	85%	90%	87%	87%	86%	88%
Fractile Response Time Small Towns	90%in 12:59 or less	84%	85%	84%	84%	83%	88%
Fractile Response Time Washington County	90%in 20:59 or less	79%	85%	81%	82%	77%	85%
UHU: Unit Hour Utilization-Responses	.20/.22	.20/.27	.19/.26	.19/.26	.19/.26	.20/.27	.19/.27
Out of Chute Time	< 2 min	1:14	1:13	1:13	1:13	1:11	1:11
Turn Around Time at Hospital	15 minutes	23:32	27:47	22:58	24:44	23:40	21:40
Cardiac Arrest Save Rate		43%	50%	35%	35%	33%	31%
<u>Non-Emergency On-Time</u>							
Unscheduled (<24 hrs notice)	90% in 60 min or less	99%	100%	99%	99%	99%	99%
Scheduled (>24 hrs notice)	90% 15 min early	14%	17%	25%	18%	25%	23%

<u>Ambulance Call Types</u>	<u>(Fayetteville/All)</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>1st Qtr</u>	<u>Apr</u>	<u>May</u>
Cardiac-Respiratory Arrest		5/12	7/10	5/9	17/31	6/13	3/12
Cardiac-Respiratory Emergency		75/132	81/160	72/127	228/419	60/124	83/145
Other Medical		283/427	262/353	279/391	824/1171	301/438	282/420
Traffic Accident		34/60	44/68	34/58	112/186	45/77	56/82
Trauma		110/155	78/134	95/137	283/426	87/139	87/152
Interfacility		266/295	209/243	300/335	775/873	237/277	253/280
Other		5/5	1/1	5/8	11/14	12/14	29/33

<u>Communications</u>	<u>Goal</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>1st Qtr</u>	<u>Apr</u>	<u>May</u>
<u>Demand/Workload</u>							
911 Calls Answered		2081	1849	2178	6108	2089	2244
Other Calls		7143	5896	5168	18207	4808	4963
<u>Key Result Areas</u>							
Emergency Call Processing Time	< 2 min (120 sec)	44.4	33.6	37.2	38.4	42	37.2
Fractile Answer Time-911	<3 rings (6 sec) 90%	98.2%	98.4%	98.5%	98.3%	98.3%	98.8%
Overall Center EMD Compliance	≥ 90%	98.4%	98.8%	99.0%	98.7%	98.9%	99.8%

<u>Training</u>	<u>Contact Hours</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>1st Qtr</u>	<u>Apr</u>	<u>May</u>
EMS		1080	499	36	1615	144	34
Fire		0	140	64	204	560	192
Community		0	22	0	22	52	233

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – 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 July 20, 2010

A meeting of the Fayetteville City Council will be held on July 20, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Ambulance Authority Annual Report to the Council – Becky Stewart

Agenda Additions:

A. Consent:

1. Approval of the July 6, 2010 City Council meeting minutes.
2. **Ranger's Pantry Pet Food Bank Donation:** A resolution approving a budget adjustment to recognize Community Services donation revenue for the Ranger's Pantry Pet Food Bank in the amount of \$738.00.

3. **Animal Services Donation Revenue:** A resolution approving a budget adjustment to recognize Animal Services donation revenue for the second quarter of 2010 in the amount of \$19,123.00.
4. **RFP #10-07 Score American Soccer Co.:** A resolution awarding RFP #10-07 and approving the purchase of youth soccer uniforms from Score American Soccer Co. in the amount of \$27,097.00 for the Fall 2010 and Spring 2011 recreational season.
5. **Bid #10-44 Peterbilt of Fort Smith, LLC:** A resolution awarding Bid #10-44 and approving the purchase of two (2) automated side-load solid waste trucks from Peterbilt of Fort Smith, LLC in the total amount of \$536,418.00 and approving a budget adjustment.
6. **Amend Resolution 63-08, Arkansas Western Gas Company:** A resolution amending Resolution 63-08 by authorizing an additional appropriation of \$79,938.20 and approving an agreement with Arkansas Western Gas Company in the total amount of \$497,069.52 for relocation of gas lines and appurtenances to allow construction of improvements to Mount Comfort Road.
7. **Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. in the amount of \$330,000.00 for cured-in-place sanitary sewer linings.
8. **Forest Hills Partners, LLC:** A resolution approving a cost-share agreement with Forest Hills Partners, LLC in the amount of \$135,000.00 for construction of the Broyles Avenue gravity sewer line, and approving a budget adjustment.
9. **Goodwin & Goodwin, Inc. Change Order No. 1:** A resolution approving Change Order No. 1 to the construction contract with Goodwin & Goodwin, Inc. in the amount of \$367,518.17 for construction of the Broyles Avenue gravity sewer line, maintaining a \$45,000.00 project contingency, and approving a budget adjustment.

B. Unfinished Business:

1. **Amend Chapter 97 Parks and Recreation:** An ordinance to amend Chapter 97 Parks and Recreation of the Code of Fayetteville to permit and regulate signs recognizing donor contributions. *This ordinance was left on the Second Reading at the June 15, 2010 City Council meeting. This ordinance was left on the Third Reading at the July 6, 2010 City Council meeting and Tabled to the July 20, 2010 City Council meeting.*

Left on the Third Reading

2. **Street Name Change:** A resolution renaming a section of N. Shiloh Drive to N. Farm Credit Drive due to street realignment. *This resolution was tabled at the July 6, 2010 City Council meeting to the July 20, 2010 City council meeting.*

3. **Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

Left on the First Reading

4. **Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

Left on the First Reading

C. New Business:

1. **Airport: Refinance Hangars:** A resolution to amend Section 2 of Resolution No. 109-06 to lower the annual percentage rate and the monthly repayment amount.

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

A. 2
 Ranger's Pantry Pet
 Food Bank Donation
 Page 1 of 4

City Council Agenda Items
 and
 Contracts, Leases or Agreements

7/20/2010

City Council Meeting Date
 Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing the Donation revenue received from citizens for the Ranger's Pantry Pet Food Bank in the amount of \$738.

Cost of this request

2180.4945.5390.01

Account Number

\$

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Community Services

Fund Name

Budgeted Item

Budget Adjustment Attached

X

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
 Clerk's Office

06-30-10 P04:10 RCVD

Chief of Staff

Date

Received in
 Mayor's Office

Mayor

Date

Staff recommends approval of the Budget Adjustment.

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services

Date: June 30, 2010

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services would like to recognize donation revenue that was received from citizens for the Ranger's Pantry Pet Food Bank.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Community Services Donation Revenue for Ranger's Pantry Pet Food Bank.

BUDGET IMPACT:

Increase the Community Outreach Projects account by \$738 for Ranger's Pantry Pet Food Bank.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO
RECOGNIZE COMMUNITY SERVICES DONATION REVENUE
FOR THE RANGER'S PANTRY PET FOOD BANK IN THE
AMOUNT OF \$738.00**

**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 budget adjustment to recognize community services donation revenue for the Ranger's Pantry Pet Food Bank in the amount of \$738.00. A copy of the budget adjustment is attached as Exhibit "A" and incorporated herein.

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 2
Ranger's Pantry Pet
Food Bank Donation
Page 1 of 4

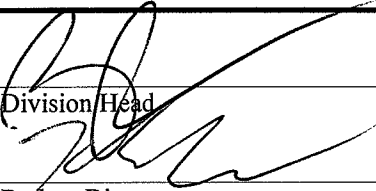
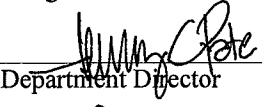
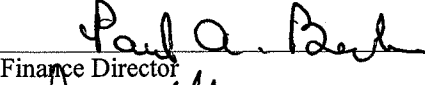
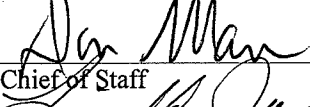
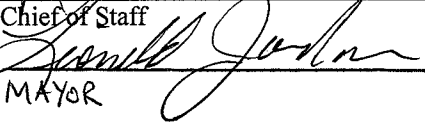
Budget Year <u>2010</u> 2009	Department: Operations Division: Community Resources Program: Redevelopment	Date Requested 6/30/2010	Adjustment Number
---	---	---------------------------------	-------------------

Project or Item Added/Increased: Increase Community Outreach Projects account by \$738.	Project or Item Deleted/Reduced: Increase in revenue from citizen donations account in the amount of \$738.
--	--

Justification of this Increase: To recognize revenue from citizen donations to the Ranger's Pantry Pet Food Bank project.	Justification of this Decrease:
--	---------------------------------

Increase Budget							
Account Name	Account Number				Amount	Project Number	
Community Outreach Projects	2180	4945	5390	01	738		

Decrease Budget							
Account Name	Account Number				Amount	Project Number	
Donations	2180	0918	4809	00	738		

	<u>6/30/10</u>
Division Head	Date
	<u>7/1/10</u>
Budget Director	Date
	<u>0630.2010</u>
Department Director	Date
	<u>7-7-2010</u>
Finance Director	Date
	<u>7/1/10</u>
Chief of Staff	Date
	<u>7/7/10</u>
MAYOR	DATE

V.090403

Budget & Research Use Only

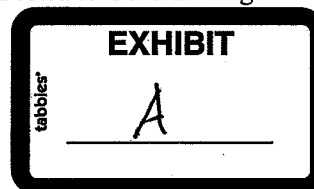
Type: A B C D E

Requested By Rachel

General Ledger Date

Posted to General Ledger

Initial Date



City of Fayetteville Staff Review Form

A. 3
Animal Services
Donation Revenue
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

7/20/2010

City Council Meeting Date
Agenda Items Only

Justine Middleton

Submitted By

COMMUNITY SERVICES

Division

DEV. SERVICES

Department

Action Required:

Approval of Budget Adjustment budgeting the Donation Revenue Balance for the second quarter of 2010 in the amount of \$19,123.

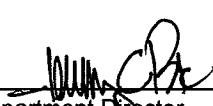
_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
see attached	Funds Used to Date	Program / Project Category Name
Account Number	_____	_____
_____	\$ _____	_____
see attached	Remaining Balance	General
Project Number	_____	Fund Name

Budgeted Item

☐

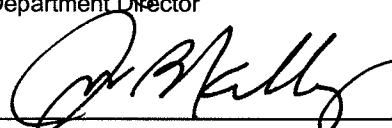
Budget Adjustment Attached

☒


Department Director

06/30/10
Date

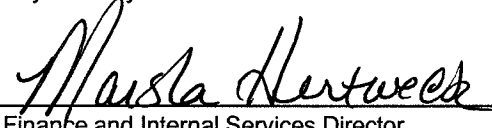
Previous Ordinance or Resolution # _____


City Attorney

7-1-10
Date

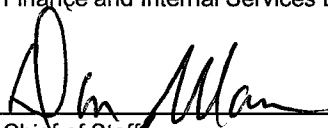
Original Contract Date: _____

Original Contract Number: _____


Finance and Internal Services Director

7/1/10
Date

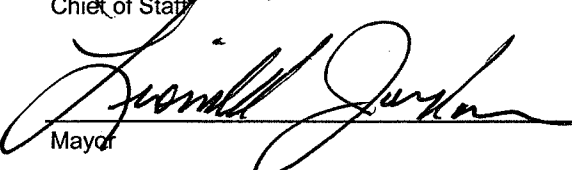
Received in City
Clerk's Office 06-30-10P04:10 RCVD
Kim G.


Chief of Staff

7/1/10
Date

Received in
Mayor's Office




Mayor

7/1/10
Date

Comments: Staff recommends approval of this budget adjustment.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Yolanda Field, Dir. Community Services; Jeremy Pate, Dir. Community Development

From: Justine Middleton, Animal Services Superintendent

Date: June 29, 2010

Subject: Approval of a Budget Adjustment for Animal Services Division

PROPOSAL:

Animal Services would like to recognize donation revenue from the second quarter of 2010. These funds are donated by private citizens and organizations to benefit the animals cared for by Animal Services.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Animal Services Donation Revenue for the second quarter of 2010.

BUDGET IMPACT:

Increase Animal Shelter Donations Program budget by \$19,124.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO
RECOGNIZE ANIMAL SERVICES DONATION REVENUE FOR
THE SECOND QUARTER OF 2010 IN THE AMOUNT OF
\$19,123.00**

**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 budget adjustment to recognize animal services donation revenue for the second quarter of 2010 in the amount of \$19,123.00. A copy of the budget adjustment is attached as Exhibit "A" and incorporated herein.

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

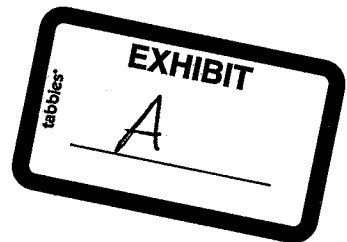
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 3
Animal Services
Donation Revenue
Page 4 of 4

Budget Year 2010 2009	Department: Police Development Services Division: Animal Services Program: Animal Shelter Community Services	Date Requested 6/30/2010	Adjustment Number
---	---	------------------------------------	-------------------

Project or Item Added/Increased: Increase Donations Vet Supply by \$18,949 Increase Donations Spay/Neuter Vet Supply by \$175.00	Project or Item Deleted/Reduced: Recognizing donations to the Shelter
---	---

Justification of this Increase: To recognize donations to the Animal Shelter for expense accounts of Vet Supplies and Low Cost Spay/Neuter Vet Supplies	Justification of this Decrease: These funds are donations given from private citizens and organizations for the health and welfare of the animals cared for at the Shelter.
---	---



Increase Budget							
Account Name	Account Number				Amount	Project Number	
Veterinary Supplies	1010	2740	5200	03	18,949	03048	1
Veterinary Supplies	1010	2740	5200	03	175	03049	1

Decrease Budget							
Account Name	Account Number				Amount	Project Number	
Donations - Animal Shelter	1010	0001	4808	00	18,949	03048	1
Donations - Animal Shelter Spay/Neuter	1010	0001	4808	01	175	03049	1

Division Head		6/30/10
Budget Director		7-7-10
Department Director		6-30-2010
Finance Director		7-7-2010
Chief of Staff		7/1/10
Mayor		7/7/10

V.090403

Budget & Research Use Only			
Type:	A	B	C <u>D</u> E
Requested By	Justine		
General Ledger Date			
Posted to General Ledger	Initial	Date	
Posted to Project Accounting	Initial	Date	

City of Fayetteville Staff Review Form

A. 4
 Bid #10-07 Score
 American Soccer Co.
 Page 1 of 22

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

7/20/2010

City Council Meeting Date
 Agenda Items Only

Chase Gipson

Submitted By

Parks and Recreation

Division

Parks and Recreation

Department

Action Required:

Resolution to award RFP #10-07 to Score American Soccer Co. Inc. for the purchase of youth soccer uniforms in the amount of \$27,097 for the Fall 2010 and Spring 2011 season.

\$ 27,097.00

Cost of this request

\$ 63,786.00

Category / Project Budget

Tournament Supplies and Awards

Program Category / Project Name

2250.9250.5200.05

Account Number

\$ 15,800.00

Funds Used to Date

Parks Development

Program / Project Category Name

N/A

Project Number

\$ 47,986.00

Remaining Balance

Parks Development

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Previous Ordinance or Resolution #

Department Director

Date

Original Contract Date:

City Attorney

Date

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
 Clerk's Office 07-01-10 P03:45 RCVD

Chief of Staff

Date

Received in
 Mayor's Office

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council
Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *C-E*
From: Chase Gipson, Recreation Superintendent *CG*
Date: June 30, 2010
Subject: **Resolution to approve a purchase of youth soccer uniforms from Score American Soccer Co. Inc. in the amount of \$27,097 for the Fall 2010 Season and the Spring 2011 Season.**

RECOMMENDATION

Parks and Recreation Staff recommends City Council award RFP # 10-07 to Score American Soccer Co. Inc. for \$27,097 for the Fall 2010 and Spring 2011 Season. The amount for the Spring Season depends on the number of children who enroll in the program. Allowing an amount for the Spring Season enables the children who register to play only in the Spring Season to have the same uniform design as the children who play in the Fall Season.

BACKGROUND

One of the fastest growing recreation programs in America is youth soccer. Fayetteville Parks and Recreation's Soccer Program is no exception. This past fall and spring, approximately 1,610 different kids participated in Fayetteville's soccer program, with 1,380 playing in the fall and an additional 230 new participants in the spring. Fayetteville has one of the three largest recreational youth soccer programs in Arkansas.

DISCUSSION

Currently, Fayetteville Parks and Recreation charges a registration fee ranging from \$50 to \$95 per participant, depending on age. Included in this registration fee is the price for uniforms, a secondary insurance fee, equipment, official's fees and other expenses associate with the program. More specifically, Parks and Recreation budgets approximately \$16 per child for soccer uniforms. This includes a shirt, shorts and a pair of soccer socks.

In March, an RFP was released asking companies to submit possible uniforms for our program to use. The selection committee consisted of Sarah Lewis, Vicki Deaton, Kristen Atha, Tiffany Gaulke, and Chase Gipson.

Six companies submitted a proposal for the uniform purchase ranging in price from \$12.22 to over \$30 per uniform set. The committee chose the Score France Uniform due to its high quality and durability at a low cost of \$12.22. Score has provided uniforms in four previous seasons (2003, 2004, 2006, 2009) for the Youth Soccer program and was very popular with parents and participants. Score met all the qualifications as submitted

on the RFP and has always provided good service to Parks and Recreation during previous years.

BUDGET IMPACT

The 2010 Operational Budget includes \$27,097 for the purchase of Soccer Uniforms. This purchase will include an approximate total payment of \$27,097 for Fall 2010 and Spring 2011. These expense figures depend on the amount of participants who register to play.

Attachments:

Score RFP

RESOLUTION NO. _____

A RESOLUTION AWARDDING RFP #10-07 AND APPROVING
THE PURCHASE OF YOUTH SOCCER UNIFORMS FROM
SCORE AMERICAN SOCCER CO. IN THE AMOUNT OF
\$27,097.00 FOR THE FALL 2010 AND SPRING 2011
RECREATIONAL SEASON

**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 RFP #10-07 and approves the purchase of youth soccer uniforms
from Score American Soccer Co. in the amount of \$27,097.00 for the Fall 2010 and
Spring 2011 recreational season.

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
 RFP 10-07, Soccer Uniforms
 List of Proposals Received

	Name	Contact	Phone Number	Email	Address	City	State	Zip
1	Screenprint Plus	John Steinweg	(239) 549-3322	sports@screenprintplus.com	1336 SE 47 St	Cape Coral	FL	33914
2	Anaconda Sports, Inc.	Greg Cherny	(888) 914-6319 x186	gcherny@anacondasports.com	85 Katrine Ln	Lake Katrine	NY	12449
3	SCORE American Soccer Company, Inc.	Brad Turner	(601) 927-3560	mbturner15@gmail.com	726 E. Anaheim St	Wilmington	CA	90744
4	Varsity Select Soccer	Cathy Ray	(800) 533-8022 x5827	oe bids@varsityspirit.com	6745 Lenox Center Ct, Suite 300	Memphis	TN	38115
5	Challenger Teamwear	Paul Lawrence	(913) 599-4884	plawrence@challengerteamwear.com	8263 Flint St	Lenexa	KS	66214
6	Promo Marketing (three options given)	Tamara Sparrow	(479) 799-9479	pro-mo-mkt@cox.net	2561 Elaine Ave	Fayetteville	AR	72703

Selected for contract award

City of Fayetteville
RFP 10-07, Soccer Uniforms
Selection Committee Members

Alderman: Sarah Lewis

citycouncillewis@gmail.com

Mayor (or Representative): Vicki Deaton

Finance & Internal Services Director (or Representative): Kristin Atha

Involved Department Heads: Tiffany Gaulke & Chase Gipson (Parks)

Other City Personnel:

Professionals/Individuals with expertise in the community:

The competitive selection for such services shall be conducted by a review committee which shall include one **Alderman appointed by the Mayor** to serve and represent the Council, **the Mayor (or representative)**, the **Finance & Internal Services Director (or representative)**, the involved Department Heads, appropriate city personnel and may include professionals, and/or individuals with expertise in the community.



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 10-07, Soccer Uniforms

DEADLINE: Wednesday, April 14, 2010 at 2:00 PM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Monday, March 29, 2010

REQUEST FOR PROPOSAL **RFP 10-07, Soccer Uniforms**

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 10-07, Soccer Uniforms" with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: SCORE AMERICAN SOCCER COMPANY, INC

Contact Person: BRAD TURNER / DANN MARTINEZ Title: TERRITORY MANAGER

E-Mail: MBTURNER15@GMAIL.COM Phone: 601-927-3560

Business Address: 726 E. ANAHEIM ST.

City: WILMINGTON State: CA Zip: 90744

Signature: *John Martinez* Date: 4/12/10

City of Fayetteville
RFP 10-07, Soccer Uniforms
Proposer Information Form

VENDORS WHO DO NOT WISH TO RESPOND TO A BID ARE NOT REQUIRED TO DO SO.

THIS FORM MUST BE SUBMITTED WITH ALL PROPOSALS. FAILURE TO DO SO COULD RESULT IN YOUR PROPOSAL BEING REJECTED AND NOT CONSIDERED FOR SELECTION

Please Print or Type

Company Name: SCORE AMERICAN SOCCER CO. INC

Address: 726 E. ANAHEIM

City: WILMINGTON

State: CA

Zip Code: 90744

Phone: 800-626-7774

601-927-3560 (cell)

Fax: 860-426-1222

Email: MBTURNER15@GMAIL.COM

Web Site: WWW.SCORESPORTS.COM

RFP NUMBER AND RFP OPENING DATE "MUST" BE NOTED ON OUTSIDE OF ENVELOPE.

**BIDS MAY NOT BE FAXED DIRECTLY TO THE CITY OF FAYETTEVILLE
IN RESPONSE TO THIS REQUEST FOR PROPOSAL.
PROPOSAL MUST BE SIGNED IN INK OR IT WILL NOT BE CONSIDERED.**

Price Per Uniform (includes shirt, shorts & socks) : \$ 12.22

Name (Type or Print): BRAD TURNER Title: TERRITORY MANAGER
JOHN MARTINEZ

Signature: [Signature] Date: 4/12/10

**This section must be signed by an individual who has proper authority to sign documents on behalf of company submitting a proposal.*



City of Fayetteville
Bid for Soccer Uniforms
RFP#10-07

Date: April 12, 2010
Client Name: Adrea Foren, CPPB
Account Name: City of Fayetteville
Address: 113 W. Mountain, Room 306
Fayetteville, AR 72701
Phone: 479-575-8220

Soccer Jersey/Short/Sock

Jersey Style		pricing for youth & adult
#250 Belgium	available in 25 colors	\$12.22
#230 Cameroon	available in 21 colors	\$12.22
#101 American Retro	available in 23 colors	\$12.22
#295 France	available in 25 colors	\$12.22

With your choice of the following Shorts:

#117A Sydney	available in 12 colors
#155A Milan	available in 11 colors

And Socks:

#800 Solid Socks	available in 22 colors
------------------	------------------------

Misc. Information:

- Standard 8" consecutive **back numbers** from 1 or 2 to 99 are **INCLUDED**.
 - o Colors available: navy, red, purple, hunter, burgundy, gold, royal, white w/ black outline.
- 4" front numbers are \$1.00 per jersey
- Your **city logo**, in standard white with black outline, can be set up and **applied** to left or center Chest at **NO CHARGE**.
- All **add-on uniform** orders will be at the **SAME PRICE**.
- Orders will be packed by team and boxed by division.
- **Production** time will be approximately 3 to 4 weeks from receipt of purchase order.
 - o **We will prioritize to meet your needs.**
- **Delivery** time will be 4 business days by way of UPS Ground Service.

Please contact Brad Turner 601-927-3560 with any questions you may have.

QUOTED BY: Brad Turner – Territory Manager
SCORE American Soccer Company, Inc.

City of Fayetteville
RFP 10-07, Soccer Uniforms
Statement of Disclosure – To Be Submitted With ALL Proposals

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

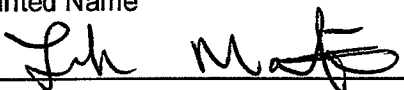
PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- ☒ 1.) NO KNOWN RELATIONSHIP EXISTS
- ☐ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- i. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- ii. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

BRAD TURNER / JOHN MARTINEZ
Printed Name


Signature

4/12/10
Date

Score Sports

726 East Anaheim Street, Wilmington CA 90744

800-626-7774

Fax: 800-426-1222



BILL TO: "CITY OF FAYETTEVILLE, AR CLASS: T
(441767)
CHASE GIPSON
113 W MOUNTAIN ST
FAYETTEVILLE AR
72701-6069

SHIP TO: "CITY OF FAYETTEVILLE, AR
(441767)
CHASE GIPSON
113 W MOUNTAIN ST
FAYETTEVILLE AR
72701-6069

ORDER NO: 1023704
CUSTOMER PO:
PHONE NO: (479) 4443406
FAX NO: ()

PAGE: 1
PICK TKT NO:

TERMS: Net 30 Days
SHIP VIA: Next Day Air
ORDER DATE: 04/12/2010
SHIP BY: 04/12/2010

TM	DIVISION	JERSEYS	STYLE	COLOR/TRIM	NUMBERS				LOGOS	YXXS	YXS	YS	YM	YL	AS	AM	AL	AXL	XXL	3XL	Other
					START	CLR	BCK	FRT													
1	TEAM DESCRIPTION	JERSEYS	250	COLBLK					Left Chest Std							1					
		SHORTS							Left Chest 2nd												
		SOCKS							Back Above #												
	SPECIFIC NUMBERS	JERSEYS							Left Sleeve												
		SHORTS							Center Chest												
	TEAM COMMENT								Right Sleeve												
2	TEAM DESCRIPTION	JERSEYS	230	ROYWHTBL					Left Chest Std												
		SHORTS		K					Left Chest 2nd												
		SOCKS							Back Above #												
	SPECIFIC NUMBERS	JERSEYS							Left Sleeve												
		SHORTS							Center Chest												
	TEAM COMMENT								Right Sleeve												
3	TEAM DESCRIPTION	JERSEYS	101	REDWHT					Left Chest Std												
		SHORTS							Left Chest 2nd												
		SOCKS							Back Above #												
	SPECIFIC NUMBERS	JERSEYS							Left Sleeve												
		SHORTS							Center Chest												
	TEAM COMMENT								Right Sleeve												
4	TEAM DESCRIPTION	JERSEYS	295	HUNWHT					Left Chest Std												
		SHORTS							Left Chest 2nd												
		SOCKS							Back Above #												
	SPECIFIC NUMBERS	JERSEYS							Left Sleeve												
		SHORTS							Center Chest												
	TEAM COMMENT								Right Sleeve												
5	TEAM DESCRIPTION	JERSEYS	117A	BLK					Left Chest Std												
		SHORTS							Left Chest 2nd												
		SOCKS							Back Above #												
	SPECIFIC NUMBERS	JERSEYS							Left Sleeve												
		SHORTS							Center Chest												
	TEAM COMMENT								Right Sleeve												
6	TEAM DESCRIPTION	JERSEYS	155A	BLK					Left Chest Std												
		SHORTS							Left Chest 2nd												
		SOCKS							Back Above #												
	SPECIFIC NUMBERS	JERSEYS							Left Sleeve												
		SHORTS							Center Chest												
	TEAM COMMENT								Right Sleeve												
7	TEAM DESCRIPTION	JERSEYS	800	RED					Left Chest Std												
		SHORTS							Left Chest 2nd												
		SOCKS							Back Above #												
	SPECIFIC NUMBERS	JERSEYS							Left Sleeve												
		SHORTS							Center Chest												
	TEAM COMMENT								Right Sleeve												

Equipment

ITEM	LINE NBR	ITEM	DESCRIPTION	QUANTITY
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Logos

ITEM	DESCRIPTION	LOCATION	QUANTITY
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Office Use Only	QC	JERSEYS	NUMBER	LOGO	SHORTS	SOCKS	EQUIP	PACKING	DEPOSIT CHECK NO:		NO. OF CARTONS:
									AMOUNT:		
									DATE:		CARTON WEIGHTS:

Tracking Number: FREIGHT

Actual Ship Date:



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

A. 4
Bid #10-07 Score
American Soccer Co.
Page 12 of 22

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 10-07, Soccer Uniforms

DEADLINE: Wednesday, April 14, 2010 at 2:00 PM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Monday, March 29, 2010

REQUEST FOR PROPOSAL **RFP 10-07, Soccer Uniforms**

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 10-07, Soccer Uniforms" with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: SCORE American Soccer Co. INC.

Contact Person: Brad Turner Title: Territory Manager

E-Mail: mbturner15@gmail.com Phone: 601-927-3560

Business Address: 726 E. Anaheim St

City: Wilmington State: CA Zip: 90744

Signature: Brad Turner Date: 4/12/10

City of Fayetteville
RFP 10-07, Soccer Uniforms
Proposer Information Form

A. 4
Bid #10-07 Score
American Soccer Co.
Page 13 of 22

VENDORS WHO DO NOT WISH TO RESPOND TO A BID ARE NOT REQUIRED TO DO SO.

THIS FORM MUST BE SUBMITTED WITH ALL PROPOSALS. FAILURE TO DO SO COULD RESULT IN YOUR PROPOSAL BEING REJECTED AND NOT CONSIDERED FOR SELECTION

Please Print or Type

Company Name: SCORE American Soccer Co., Inc
Address: 726 E. Anaheim St.
City: Wilmington
State: CA
Zip Code: 90744

Cell: 601-927-3560 (Brad)

Phone: 800-626-7774

Fax: 800-426-1222

Email: mbturner15@gmail.com

Web Site: www.scoresports.com

RFP NUMBER AND RFP OPENING DATE "MUST" BE NOTED ON OUTSIDE OF ENVELOPE.

BIDS MAY NOT BE FAXED DIRECTLY TO THE CITY OF FAYETTEVILLE
IN RESPONSE TO THIS REQUEST FOR PROPOSAL.
PROPOSAL MUST BE SIGNED IN INK OR IT WILL NOT BE CONSIDERED.

Price Per Uniform (includes shirt, shorts & socks) : \$ 12.22

Name (Type or Print): Brad Turner Title: Territory Mgr.

Signature: Brad Turner Date: 4/12/10

This section must be signed by an individual who has proper authority to sign documents on behalf of company submitting a proposal.

City of Fayetteville
Bid for Soccer Uniforms
RFP#10-07

Date: April 12, 2010
Client Name: Adrea Foren, CPPB
Account Name: City of Fayetteville
Address: 113 W. Mountain, Room 306
Fayetteville, AR 72701
Phone: 479-575-8220

Soccer Jersey/Short/Sock

Jersey Style		pricing for youth & adult
#250 Belgium	available in 25 colors	\$12.22
#230 Cameroon	available in 21 colors	\$12.22
#101 American Retro	available in 23 colors	\$12.22
#295 France	available in 25 colors	\$12.22

With your choice of the following Shorts:

#117A Sydney	available in 12 colors
#155A Milan	available in 11 colors

And Socks:

#800 Solid Socks	available in 22 colors
------------------	------------------------

Misc. Information:

- Standard 8" consecutive **back numbers** from 1 or 2 to 99 are **INCLUDED**.
 - o Colors available: navy, red, purple, hunter, burgundy, gold, royal, white w/ black outline.
- 4" front numbers are \$1.00 per jersey
- Your **city logo**, in standard white with black outline, can be set up and **applied** to left or center Chest at **NO CHARGE**.
- All **add-on uniform** orders will be at the **SAME PRICE**.
- Orders will be packed by team and boxed by division.
- **Production** time will be approximately 3 to 4 weeks from receipt of purchase order.
 - o **We will prioritize to meet your needs.**
- **Delivery** time will be 4 business days by way of UPS Ground Service.

Please contact Brad Turner 601-927-3560 with any questions you may have.

QUOTED BY: Brad Turner – Territory Manager
SCORE American Soccer Company, Inc.

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- ☒ 1.) NO KNOWN RELATIONSHIP EXISTS
- ☐ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and

My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Brad Turner
Printed Name

Brad Turner
Signature

4/12/10
Date

City of Fayetteville
RFP 10-07, Soccer Uniforms
Terms and Conditions

1. All proposals shall be submitted in a sealed envelope and must be submitted on forms required by the City of Fayetteville Purchasing website (www.accessfayetteville.org). Proposals with missing pages or missing any requested attachment are subject to being deemed incomplete.
2. The project number shall be stated on the face of the sealed envelope.
3. Proposals received after the date and time set for receiving bids will not be considered.
4. The City reserves the right to accept or reject any or all proposals, waive formalities, and make an award deemed to be in the best interest of the City.
5. Proposer is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
6. All products and services delivered shall comply with applicable standards of quality.
7. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
8. Each Proposer should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
9. When applicable, a copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
10. Proposers must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
11. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
12. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
13. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
14. Proposals must be received by mail or hand delivery in the **Purchasing Office, Room 306, 113 W.**

Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the face of these proposal documents. **No bids shall be accepted via e-mail or fax.**

15. The City will not be responsible for misdirected bids. Vendors should call the Purchasing Office at (479) 575-8220 to ensure receipt of their bid documents prior to opening time and date listed on the bid form.
16. Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.
17. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.
18. **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
19. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
20. "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."
21. **ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**
22. Awarded vendor shall submit invoices regularly. Payment terms shall be net 30 from date of invoice.
23. All contract amendments and modifications shall be made in writing and properly approved by the City of Fayetteville Mayor and City Council.
24. Any conditions or expectation on the part of the Proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
25. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.

26. The City of Fayetteville will consider the degree to which each Proposer has submitted a complete proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.
27. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
28. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
29. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

City of Fayetteville
RFP 10-07, Soccer Uniforms
Project Information

The City of Fayetteville is now accepting proposals for the purchase of uniforms for the 2010 – 2011 Youth Soccer Season. Proposals should include prices for adult and youth soccer uniforms. Approximately 1,800 uniforms will be ordered for the duration of a soccer year. Uniforms should include **shirt, shorts and socks and have a wide variety of color choices**. The bids will be evaluated using the City's Professional Services Selection Policy, PUR-13. In evaluating the qualifications of each proposal, a review committee will consider the following criteria with the assigned point values that total 100 percent. Evaluation factors outlined shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful bidder. While the City of Fayetteville reserves the right to interview any or all Proposers, award of a purchase may be made without discussion with bidder after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

If you have any questions or need additional information, please contact Andrea Foren at (479) 575-8220.

To be considered, written proposals must be received by **Wednesday, April 14, 2010 no later than 2:00 PM**, in the format set fourth in the accompanying documents. A non-responsive or incomplete proposal will not be considered. **Please note that a complete, responsive proposal is one that includes samples.** Proposals received after this deadline will not be considered. Proposals should be hand delivered or mailed to the following address:

Andrea Foren, CPPB
City of Fayetteville, Purchasing Agent
113 West Mountain Street – Room #306
Fayetteville, AR 72701
Telephone: (479) 575-8220

The outside of the envelope must be clearly marked "RFP 10-07, Soccer Uniforms".

1. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business, and the City is not liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
2. Any inquires or requests for explanation in regard to the City's requirements should be made to the above listed number. The names of any persons or firms submitting questions, clarifications, or requests will not be disclosed until after the award of a contract.
3. Any conditions or expectation on the part of the Proposer for performance by the City must be set forth in the proposal.
4. At the discretion of the City, one or more Proposers may be asked for more detailed information or an interview before final award is made.

5. The City is not responsible for misdirected proposals. Proposer should call the Purchasing Office at (479) 575-8220 to insure receipt of their proposal documents prior to opening time and date listed above.
6. Proposers must provide the City with their proposals signed by a person having legal authority to submit bids on behalf of the Proposer.
7. All vendors are required to submit samples of all proposed products; however, it is not necessary to submit a sample for each color. All samples become the property of the City of Fayetteville.
8. Approximately 1,800 uniforms will be ordered for the duration of a soccer year. Uniforms should include **shirt, shorts and socks and have a wide variety of color choices.**
9. The City of Fayetteville reserves the right to deviate from estimated quantities.
10. All pricing should include numbering on the back of the uniforms before shipment. Numbering will be limited at two numbers per jersey. Numbering must be available in several colors to match uniforms accordingly and be a minimum of 7 inches in height.
11. Proposals should include shipping requirements and lag time between when the City of Fayetteville places the order and receives the order.
12. The City of Fayetteville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin. The City requires the contractor to be familiar with and comply in every respect with Civil Rights Laws.
13. Upon agreement of both parties, the contract shall be renewed for one more year to commence on January 1, 2011 and end December 31, 2011.
14. The City desires to contract with vendors that consider and demonstrate sustainable practices as a priority. Proposers are encouraged to explain their sustainable practices in their response.
15. This RFP will be selected using the following evaluation criteria:

1. Qualifications

20%

Qualifications in relation to project to be performed as well as information reflecting qualifications of the Proposer will be taken into consideration. Indicate specialized experience of the Proposer in connection with the type of service required as outlined in the purchase.

2. Experience, Competence & Capacity for Performance 25%

Quality, design and appearance of the proposed uniform will be taken into consideration. The uniform will consist of shirt, shorts and socks. Uniforms need to be available in all sizes and colors. Sizes should range from Youth Small (YS) to Adult Extra Large (AXL). The variety of colors should range from 12 – 16 per style. Proposers are encouraged to present several possible uniform designs to the committee. Each proposed uniform should be supported with a sample and pricing.

3. Proposed Work Method 25%

Proposed method of doing work is another consideration. This includes shipping prices and procedures. A proposed work plan of how Fayetteville Parks and Recreation and your organization will work. This includes organization's contact, ordering, customer service and the turn-around time between the order and the date the shipment is received. It is very important the Proposer specify the length between actual order time and a ship date.

4. Past Performance 20%

Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar orders performed and person whom we can contact for information.

5. Price 10%

All pricing should include numbering on the back of the uniforms before shipment. Numbering will be limited at two numbers per jersey. Numbering must be available in several colors to match uniforms accordingly and be a minimum of 7 inches in height.

City of Fayetteville Staff Review Form

A. 5
 Bid #10-44 Peterbilt
 of Fort Smith, LLC
 Page 1 of 8

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

7/20/2010

**City Council Meeting Date
 Agenda Items Only**

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #10-44 to Peterbilt of Fort Smith in the amount of \$536,418 for the purchase of two automated side load solid waste trucks, and approval of the budget adjustment to move funds to the Fleet Expense Account.

\$ 536,418.00

Cost of this request

\$ 846,603.00

Category / Project Budget

Solid Waste Vehicles / Equipment

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 369,119.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02082.2010

Project Number

\$ 477,484.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Ray J. Gully
 Department Director

7-2-10

Date

Previous Ordinance or Resolution #

Pat Kelley
 City Attorney

7-2-10

Date

Original Contract Date:

Original Contract Number:

Paul A. Behr
 Finance and Internal Services Director

7-6-2010

Date

Received in City Clerk's Office 07-02-10 P02:43 RCVD

Don Man
 Chief of Staff

7-7-10

Date

Received in Mayor's Office

ENTERED
 7/2/10
 [Signature]

Leonell Jordan
 Mayor

7/7/10

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Dennis Pratt, Fleet Operations Supt.

Date: July 2, 2010

Subject: Purchase of two Side Loader Trucks for Solid Waste

PROPOSAL: That City Council approve the purchase of two Peterbilt trucks with Labrie Automizer Right Hand bodies in the amount of \$536,418 for use by Solid Waste Division, and approval of a budget adjustment to move funds to the Fleet Expense account.

RECOMMENDATION: Bid #10-37 was opened on May 10th. None of the bids met specs. Re-bid #10-44 was opened on June 11, 2010. 11 bids were received.

The seven lowest bids do not meet specs for various reasons: 1) no disc brakes, 2) no Cummins engine as specified, 3) no Jake brake quiet system, 4) not enough units in use – bid specified must have a minimum of 50 in use, 5) warranty not as specified in the bid.

The Peterbilt truck with Labrie Automizer Arm does meet specs. Fleet already has several Labrie arms in use on Solid Waste trucks. Many of the parts are already in stock and will cross over to this arm.

In the Addendum for Bid #10-44 Peterbilt quoted on a HLA system (Hydraulic Launch Assist, including Jacobs engine brake.) The HLA system costs an extra \$39,100. Fleet estimates the HLA system will save 15 gallons of fuel per day, or 3900 gallons per year. At a price of \$2.50 that will save \$9,750 per year for a payback of 4 years. Fleet wants to try the system on one of the trucks.

I recommend acceptance of bid #3 – a Peterbilt chassis with Labrie Automizer Right hand side loader for \$248,659 each, plus \$39,100 for an HLA system on one truck.

These two trucks will replace units #464 and #467, two of the original side load trash trucks that are worn out and no longer dependable. Maintenance costs have reached 78% to 81% of the original purchase price.

This purchase was unanimously approved by the Equipment Committee on June 28th, 2010.

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides. The purchase price was underestimated on the capital side and did not include the HLA system so funds are being moved from project 02081 (which has funds available as some units are not being replaced this year due to keeping units active longer whenever possible.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #10-44 AND APPROVING
THE PURCHASE OF TWO (2) AUTOMATED SIDE-LOAD SOLID
WASTE TRUCKS FROM PETERBILT OF FORT SMITH, LLC IN
THE TOTAL AMOUNT OF \$536,418.00 AND APPROVING A
BUDGET ADJUSTMENT

**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 #10-44 and approves the purchase of two (2) automated side-
load solid waste trucks from Peterbilt of Fort Smith, LLC in the total amount of
\$536,418.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas
hereby approves a budget adjustment, attached as Exhibit "A."

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 5
Bid #10-44 Peterbilt
or Fort Smith, LLC
Page 4 of 8

Budget Year 2010	Department: Transportation Services Division: Fleet Operations Program: Capital Expense	Request Date 6/17/2010	Adjustment Number
--------------------------------	--	--------------------------------------	--------------------------

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Funds are needed to replace two side load trash trucks, SWST_F015 - unit 464 and SWST_F018 - unit 467. These were both budgeted to be replaced in 2010 but purchase price was underestimated.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Funds are available in project 02081 as some units slated for replacement are not being replaced this year due to keeping units active longer whenever possible.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Vehicles And Equipment	9700.1920.5802.00	70,618		02082 . 2010
Vehicles And Equipment	9700.1920.5802.00		70,618	02081 . 2009
				.
				.
				.
				.
				.
TOTAL		<u>70,618</u>	<u>70,618</u>	

Jesse Beebe (for D. Pratt) 6/17/10
Division Head Date

[Signature] 6-17-10
Budget Director Date

[Signature] 6-17-10
Department Director Date

Paul A. Beebe 6-17-2010
Finance Director Date

Don Mann 6-21-10
Chief of Staff Date

[Signature] 6/22/10
Mayor Date

Requested By Barbara Olsen
bolsen

Budget & Research Use Only

Type: A B C D E

Description: _____

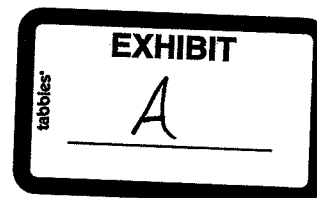
General Ledger Date _____

Posted to General Ledger _____

Posted to Project Accounting _____

Initial Date

Initial Date





BID: 10-44
6/11/2010
2:00 PM
CITY OF FAYETTEVILLE

A. 5
Bid #10-44 Peterbilt
of Fort Smith, LLC
Page 5 of 8

Bid 10-44, Automated Side Load Solid Waste Trucks Re-Bid

BIDDER	MANUFACTURER	MODEL	PRICE EACH	QTY	TOTAL PRICE
1 Downing Sales & Service, Inc. - OPT 1	Peterbilt Wayne	320 Curbtender	\$135,700.00 \$101,912.00	2 2	\$271,400.00 \$203,824.00 \$475,224.00
2 Downing Sales & Service, Inc. - OPT 2	Peterbilt Scranton Mfg. New Way	320 XTR ASL	\$135,700.00 \$102,390.00	2 2	\$271,400.00 \$204,780.00 \$476,180.00
3 Peterbilt of Fort Smith, LLC - OPT 1	Peterbilt Labrie	320 Automizer Right Hand	\$134,985.00 \$113,674.00	2 2	\$269,970.00 \$227,348.00 \$497,318.00
4 Peterbilt of Fort Smith, LLC - OPT 2	Peterbilt McNeilus	320 2847: Streetforce Autoreach 28 yd	\$134,985.00 \$104,845.00	2 2	\$269,970.00 \$209,690.00 \$479,660.00
5 Peterbilt of Fort Smith, LLC - OPT 3	Peterbilt Wayne	320 Curbtender	\$134,985.00 \$101,912.00	2 2	\$269,970.00 \$203,824.00 \$473,794.00
6 Peterbilt of Fort Smith, LLC - OPT 4	Peterbilt Heil	320 Dura Pack Python 28 yd	\$134,985.00 \$114,500.00	2 2	\$269,970.00 \$229,000.00 \$498,970.00
7 Shipley Motor Equipment Company - OPT 1	Mack McNeilus	LEU613 Streetforce Autoreach 28 yd	\$126,388.04 \$104,675.00	2 2	\$252,776.08 \$209,350.00 \$462,126.08
8 Shipley Motor Equipment Company - OPT 2	Mack Wayne	LEU613 Curbtender	\$126,388.04 \$101,912.00	2 2	\$252,776.08 \$203,824.00 \$456,600.08
9 Shipley Motor Equipment Company - OPT 3	Mack Labrie	LEU613 Automizer Right Hand	\$126,388.04 \$113,674.00	2 2	\$252,776.08 \$227,348.00 \$480,124.08
10 Truck Centers of Arkansas - OPT 1	Autocar Heil	ACX64 DPPY-28	\$148,396.00 \$114,500.00	2 2	\$296,792.00 \$229,000.00 \$525,792.00
11 Truck Centers of Arkansas - OPT 2	Autocar Wayne	ACX64 Curbtender	\$148,396.00 \$101,912.00	2 2	\$296,792.00 \$203,824.00 \$500,616.00

248,659
39,100 HLA
287,759
SECOND TRUCK
248,659
\$ 536,418

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.
(Line Item #1: Diesel powered cab and chassis, Line Item #2: Automated side load solid waste collection body)

CERTIFIED:

A. FOREN, PURCH AGENT

WITNESS

DATE

6/14/10



City of Fayetteville addendum for Bid # 10-44

1. HLA system: Hydraulic Launch assist – Includes Jacobs engine brake. \$ 39,100
2. Roof mounted Red DOT A/C system with roof mounted condenser in lieu of factory dash mounted HVAC system. \$ 799
3. Roof mounted Red DOT A/C system with radiator mounted condenser in lieu of factory dash mounted HVAC system. \$ 620
4. Exterior mounted stainless steel sun visor. \$ 255
5. Cummins ISL9 380 HP w/1350 Lbs of torque in lieu of standard. \$ 590
6. (1) Dash mounted Flipper Valve to actuate front and rear brakes and move transmission into neutral. \$ 450

Shawn Smith 6-11-2010

Peterbilt of Fort Smith, LLC

Van Buren, Arkansas.

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

A. 5

0-44 Peterbilt
Smith, LLC
7 of 8

19771

Vendor Name:

PETERBILT OF FORT SMITH

Address:

City:

State:

Zip Code:

Ship to code:

Requester's Employee #:

Extension:

Project/Subproject #

Inventory #

Fixed Asset #

Requester:

BARBARA OLSEN

Item Description

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Numbers

Project/Subproject #

Inventory #

Fixed Asset #

1 2011 PETERBILT 320 CHASSIS WITH LABRIE

2

EA

248,659.00

\$497,318.00

9700.1920.5802.00

02082.2010

2 AUTOMIZER RIGHT HAND TRASH BODY, PER BID

\$0.00

3 10-44, TO BE UNIT 4004 (FIXED ASSET #704004)

\$0.00

4 AND UNIT 4005 (FIXED ASSET #704005). ONE

\$0.00

5 UNIT TO HAVE HYDRAULIC LAUNCH ASSIST

1

EA

39,100.00

\$39,100.00

9700.1920.5802.00

02082.2010

6 SYSTEM INSTALLED

\$0.00

7

\$0.00

8

\$0.00

9

\$0.00

10

\$0.00

*

Lot

\$0.00

Shipping/Handling

\$0.00

Special Instructions:

Subtotal:

\$536,418.00

Tax:

EXEMPT

Total:

\$536,418.00

Approvals:

Mayor:

Department Director:

Finance & Internal Services Director:

Dispatch Manager:

Utilities Manager:

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

A. 6
Amend Resolution 63-08,
Arkansas Western Gas Company
Page 1 of 10

July 20, 2010

City Council Meeting Date

Chris Brown

Submitted By

Engineering

Division

Development Services

Department

Action Required:

A Resolution Approving An Additional Payment to Arkansas Western Gas Company in the Amount of \$79,938.20 for Relocation Work on Mount Comfort Road

\$ 79,938.20

Cost of this request

\$ 20,547,515.00

Category / Project Budget

Transportation Bond Improvements

Program Category / Project Name

4520.9520.5809.00

Account Number

\$ 5,451,024.12

Street Improvements

Program / Project Category Name

06035.1500

Project Number

\$ 15,096,490.88

Remaining Balance

2006A Sales Tax Construction

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

James C. Beck
Department Director

7-1-10
Date

Previous Ordinance or Resolution #

Chris Kelly
City Attorney

7-1-10
Date

Original Contract Date:

Paul A. Becker
Finance and Internal Service Director

7-6-2010
Date

Original Contract Number:

Don Man
Chief of Staff

7-7-10
Date

Donald Jordan
Mayor

7/7/10
Date

Received in City Clerk's Office

07-01-10 P02:30 RCVD

Kim G.

Received in Mayor's Office



Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

Council Meeting of July 20, 2010

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*

From: Chris Brown, City Engineer *CB*

Date: July 1, 2010

Subject: A Resolution Approving an Additional Payment to Arkansas Western Gas Company in the Amount of \$79,938.20 for Relocation Work on Mount Comfort Road

PROPOSAL:

Arkansas Western Gas Company (AWG) owns a 4-inch high pressure transmission main located on the south side of Mount Comfort Road, along with various other distribution lines that were in conflict with proposed improvements to Mount Comfort Road. In 2008, the City Council passed Resolution 63-08 approving an Agreement with AWG whereby the City is obligated to pay 95.95% of the actual cost of the relocation by AWG. The cost to the City was estimated to be \$397,000, as reflected in the Resolution. No contingency amount was approved in the Resolution.

The work by AWG has been completed and invoiced. The invoice amount of \$497,069.52 is \$79,938.20 more than was appropriated by Resolution 63-08. This increase is primarily due to the difference in the estimated and actual length of pipe relocated.

RECOMMENDATION:

Staff recommends Council approval of the additional payment to AWG. The City has agreed to pay 95.95% of Arkansas Western Gas Company's relocation costs, so no revision to the Agreement is required. Since Resolution 63-08 did not appropriate adequate funds to meet the terms on the agreement, an additional appropriation is needed before payment can be made.

This item was presented to the Street Committee at the June 29th meeting. The Street Committee voted to recommend approval of the additional payment.

BUDGET IMPACT:

The invoice amount of \$497,069.52 for this work will be paid from the Transportation Improvements Bond Fund. The total project budget for Mount Comfort Road Improvements is \$11,663,000. Current estimated expenditures, including this request, total \$10.8 million.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 63-08 BY AUTHORIZING AN ADDITIONAL APPROPRIATION OF \$79,938.20 AND APPROVING AN AGREEMENT WITH ARKANSAS WESTERN GAS COMPANY IN THE TOTAL AMOUNT OF \$497,069.52 FOR RELOCATION OF GAS LINES AND APPURTENANCES TO ALLOW CONSTRUCTION OF IMPROVEMENTS TO MOUNT COMFORT ROAD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Resolution 63-08 by authorizing an additional appropriation of \$79,938.20 and approving an agreement with the Arkansas Western Gas Company in the total amount of \$497,069.52 for relocation of gas lines and appurtenances to allow construction of improvements to Mount Comfort Road.

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



SourceGas LLC
370 Van Gordon Street
Suite 4000
Lakewood, CO 80228

A. 6
Amend Resolution 63-08,
Arkansas Western Gas Company
Page 1 of 1

INVOICE

BILL TO :

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Invoice # : 1048- 1801000291
Invoice Date : 05/17/2010
Customer Account # : 100165
Internal Order # : 1002607

Customer Reference / Order # :

Payment Terms

Net 30 Days

Due Date

06/16/2010

Item	Description / Details	Quantity	Unit Cost	Total
1	Cost for preliminary engineering work and actual relocation of pipeline associated with the Mount Comfort Road Improvements in Fayetteville, AR.	1	79,938.20	79,938.20

Make checks payable to SourceGas LLC

REMITTANCE
ADDRESS

SourceGas LLC
370 Van Gordon Street
Suite 4000
Lakewood, CO 80228

For EFT PAYMENTS
(Electronic Funds Transfer)

SourceGas LLC
Wells Fargo Bank, NA
ABA #121 000 248
Account # 4121-494116

SUBTOTAL	\$	79,938.20
TAX RATE		0.00%
SALES TAX		-
OTHER		-
TOTAL	\$	79,938.20

Questions concerning this invoice? Please contact:

PROPERTY ACCOUNTING - Attn: Amanda Candrian
Phone: (303) 243-3464 • Fax: (303) 243-3603
E-mail: Amanda.Candrian@Sourcegas.com

THANK YOU FOR YOUR BUSINESS!

INVOICE SUMMARY

I/O # : 1002607

Cost for preliminary engineering work and actual relocation of pipeline associated with the Mount Comfort Road Improvements in Fayetteville, AR.

<u>Type of Charge</u>	<u>Amount</u>
Labor and Payroll	66,985.82
Employee Expense	-
Material/Supplies	100,644.50
Outside Services / Legal	202,845.57
Vehicle Expenses	154.46
Right of Way	5,621.75
Utilities - Gas & Water	-
Permits, Licenses	-
Other Exp & Fees	18.33
ROW - Other	-
Subtotal - Direct Charges	376,270.43
Overhead Allocation	115,742.32
AFUDC	5,056.77
Total Project Charges	497,069.52
Betterment	-
Adjusted Total Charges	497,069.52
Billable Amount 95.95%	476,938.20
Previous Contributions or Billings	(397,000.00)
NET Amount Due	79,938.20

RESOLUTION NO. 63-08

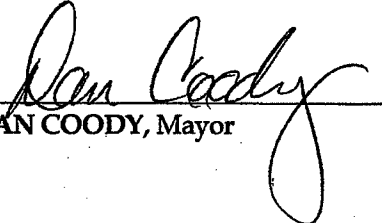
A RESOLUTION APPROVING AN AGREEMENT WITH ARKANSAS WESTERN GAS COMPANY IN THE AMOUNT OF \$397,000.00 FOR RELOCATION OF GAS LINES AND APPURTENANCES TO ALLOW CONSTRUCTION OF IMPROVEMENTS TO MOUNT COMFORT ROAD.

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

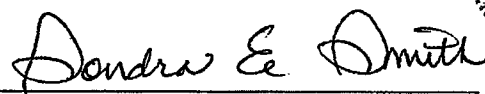
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with the Arkansas Western Gas Company in the amount of \$397,000.00 for relocation of gas lines and appurtenances to allow construction of improvements to Mount Comfort Road.

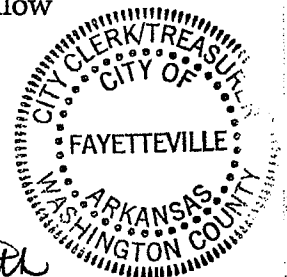
PASSED and APPROVED this 18th day of March, 2008.

APPROVED:

By: 
DAN COODY, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



AWG #26058

ARKANSAS WESTERN GAS COMPANY
UTILITY CONSTRUCTION/RELOCATION AGREEMENT

Property Developer: City of Fayetteville
Address: 113 West Mountain Street
Fayetteville, AR 72701

Job Location: Zion Road

THIS AGREEMENT, made and entered into this 18th day of March, 2008, by and between City of Fayetteville, acting by and through its duly authorized representative, hereinafter referred to as the "Developer," and ARKANSAS WESTERN GAS COMPANY, acting by and through its duly authorized representative, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, THE "Developer" proposes to make certain improvements at the location designation as shown above; and as part of the necessary work of such improvements, "Owner" must adjust or relocate certain of its existing facilities, and in connection with such adjustment, or relocation, "Developer" shall participate in the costs of such work to the extent herein agreed upon; and

WHEREAS, the proposed improvement necessitates the adjustment and/or relocation of certain facilities of "Owner" as described in the following description of work.

Install pipe with all necessary appurtenances to relocate for the proposed Mount Comfort Road improvements as planned and presented in the design plans provided by the City of Fayetteville for the Mount Comfort Road Bond Project No. 06035.1500. City of Fayetteville will reimburse 95.95% of the actual cost of all materials, contract labor, company labor, equipment hours including Engineering and Inspection costs to Arkansas Western Gas Company.

And, such adjustment, relocation or construction being shown in detail in "Owner's" plans, sketches, estimate of cost, and specifications (when applicable) which are attached hereto and made a part hereof; and

WHEREAS, the "Developer" desires to implement the herein described utility adjustments or relocations and approve the proposed utility construction of "Owner" by entering into an agreement with said "Owner."

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Where applicable hereunder by reason of new utility occupancy or crossing of "Developer's" property, "Developer" hereby grants to "Owner" a right-of-way license and permission to install and operate utility facilities on or across "Developer's" properties as shown on the approved plans or sketch maps attached hereto and made a part hereof, and to execute such easements or right-of-way grants as may be necessary to evidence and record such right of "Owner."

2. Where applicable hereunder by reason of new construction on existing utility rights of way, "Owner" hereby grants to "Developer" the right to use for his purposes the lands within the project limits on or across which "Owner" holds a valid property interest antedating "Developer's" rights which were subsequently acquired in the same lands, and which property rights "Owner" shall retain so long as "Owner" (or "Owner's" successors or assigns) continues such use and occupancy and does not abandon, and thereby release, such property interest to "Developer" through facility removal in making said adjustments or by subsequent facility removal for "Owner's" convenience; and the "Developer" hereby agrees that "Owner," by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for adjustment cost as may be eligible for reimbursement by reason of such prior property interest, nor does "Owner" waive any other legal or property right held under the Law or Constitution of the State or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either the "Developer" or the "Owner" in the area jointly occupied or used under either or both the above provisions of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of the "Developer" or the "Owner" either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

4. "Owner" shall inform "Developer," in writing, three days or more in advance of the date work is to be started, and shall keep the "Developer" informed of progress and activity related to the work being performed, and shall furnish written notice when the work is completed.

5. "Developer" agrees that the cost of the utility adjustment and/or construction provided for hereunder shall be paid to "Owner" as follows. "Owner" agrees that "Developer" will only pay actual cost of adjustment should actual cost be less than \$ 397,000.00. If actual cost exceeds \$ 397,000.00, the "Developer" will pay the actual cost. Exhibit "A" is cost estimate as submitted to City of Fayetteville.

6. "Owner" shall accept as full payment for work hereunder the amount developed or accumulated as eligible actual and related indirect costs in accordance with "Owner's" accounting procedure, which is the Uniform System of Accounts prescribed by the Arkansas Public Service Commission. "Owner" further agrees to retain said cost records and accounts for inspection and audit for a period of not less than one (1) year from the date of final payment.

7. "Owner" shall be responsible for any and all hazards to persons, property, and traffic, and shall save the "Developer" harmless in all respects from any and all losses, damages, or injuries caused by any negligent act or omission by "Owner's" employees or agent performing work under this Agreement or future maintenance or servicing work on facilities constructed under this Agreement; and "Owner" shall, in completing said work, perform clean up and restoration of appearances of the work area including disposal of surplus materials and debris, so as not to leave the work area in an unsafe or unsightly condition.

8. If requested by "Owner" in writing, "Developer" shall make intermediate progress payments in amounts not exceeding ninety percent (90%) of eligible billed costs, and no more often than monthly intervals, for work hereunder upon receipt of statements in two (2) copies for periodic and unpaid costs, provided the herein estimated reimbursable amount is \$2,000.00 or more, and that no such intermediate payment shall be construed as final settlement for any item included in any intermediate billing.

9. "Owner" shall, within six (6) months after completion of the adjustment and acceptance thereof by the "Developer," prepare and submit to "Developer" a detailed complete (including intermediate billings, if any) and final bill in two (2) copies and covering the total cost for the adjustment of "Owner's" facilities.

10. The "Developer," upon receiving from "Owner" the final billing documents complete as listed next above, shall pay "Owner" for the eligible actual cost, less all prior payments, if any, for making the adjustments in "Owner's" facilities as agreed herein. "Developer" shall pay "Owner" within thirty (30) days after such billing documents are received. If "Developer" fails to pay within said time, the amount due shall bear interest at the rate of 10 percent per annum until paid. "Developer" shall have the right to inspect and audit the books of account of "Owner" during normal business hours of "Owner" at any time within the time limit set forth in Paragraph 6 to determine the correctness of "Owner's" billing. "Owner" agrees to refund any and all amounts paid in payments found in the audit to exceed the total amount eligible for work hereunder.

11. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to relative property rights, right-of-way occupancy permission, access for servicing when applicable and joint use of rights of way shall continue in full force and effect from the date of execution, and shall be perpetually binding upon each party's legal representatives, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly authorized representatives the date first herein above written.

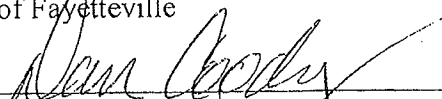
"OWNER"

"DEVELOPER"

ARKANSAS WESTERN GAS COMPANY

City of Fayetteville

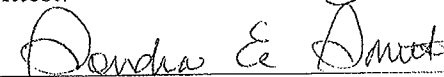

Its: Senior Vice-President

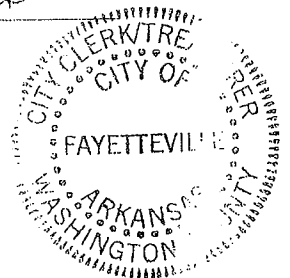

Its: Mayor

Attest:

Attest:

Its: Secretary


Its: City Clerk



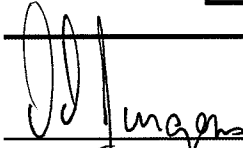
City Council Agenda Items
and
Contracts, Leases or Agreements

20-Jul-10

City Council Meeting Date
Agenda Items OnlyDavid Jurgens
Submitted ByUtilities Capital Projects
DivisionUtilities
Department

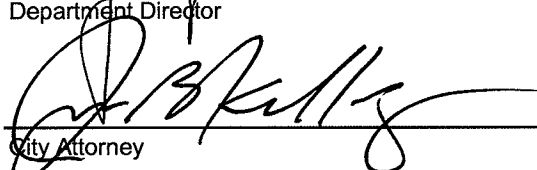
Action Required:

Resolution approving a contract extension with Insituform Technologies, Inc., and approving an authorization totaling \$330,000.00, for sanitary sewer lining services for cured-in-place sanitary sewer linings.

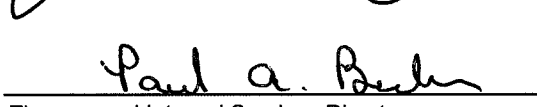
\$ 330,000
Cost of this request\$ 2,560,202
Category / Project BudgetSanitary Sewer Rehabilitation
Program Category / Project Name5400.5700.5815.00
Account Number\$ -
Funds Used to DateWater and Wastewater
Program / Project Category Name02017.0010
Project Number\$ 2,560,202
Remaining BalanceWater/Sewer
Fund NameBudgeted Item ☒Budget Adjustment Attached ☐

 Department Director
1 July 10
Date

Previous Ordinance or Resolution # 104-08

Original Contract Date: 5/20/2008


 City Attorney
7-1-10
Date

Original Contract Number: 2040


 Finance and Internal Services Director
7-6-2010
DateReceived in City
Clerk's Office 07-01-10P02:55 RCVD
Kim G.

 Chief of Staff
7-7-10
DateReceived in
Mayor's Office

 Mayor
7/7/10
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: June 28, 2010

Subject: Resolution approving a contract extension with Insituform Technologies, Inc. for cured-in-place sanitary sewer linings.

RECOMMENDATION

Fayetteville City Administration recommends renewal of the construction contract with Insituform Technologies, Inc., and approving an authorization totalling \$330,000.00, for sanitary sewer lining services. This contract will provide services for 2010 and is included in the Sanitary Sewer Rehabilitation project within the proposed Fiscal Year 2010 Budget.

BACKGROUND

On April 16, 2008 the City of Fayetteville accepted sealed competitive bids for sanitary sewer main line and service lateral lining services with Insituform Technologies submitting the successful bid proposal (see attached materials). The bid schedule includes specific unit prices for various items of work; with the sanitary sewer rehabilitation program then using the pricing to complete the annual rehabilitation program. The exact needs of each rehabilitation activity cannot be explicitly defined until the final design is completed, hence the unit price bid schedule is used to correlate costs to final project scopes.

DISCUSSION

The direct contracting with Insituform Technologies allows the City of Fayetteville to execute its sanitary sewer rehabilitation program effectively and efficiently. It is effective as the administrative delays and costs are minimized due to the annual contract and pre-established pricing. Pipes being lined under this contract are either identified by City forces through normal maintenance operations or by consultants executing Sanitary Sewer Evaluation Studies. Either way, engineering and administrative costs are held to a bare minimum as formal plans and specifications are not required. This work is an integral part of the City's ongoing program to maintain its sewer system in the most long-term yet cost effective fashion, with cured-in-place linings being by far the lowest cost strategy for applications where it is appropriate.

BUDGET IMPACT

Funds are available in the 2010 Sanitary Sewer Rehabilitation Project budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT EXTENSION
WITH INSITUFORM TECHNOLOGIES, INC. IN THE AMOUNT
OF \$330,000.00 FOR CURED-IN-PLACE SANITARY SEWER
LININGS

**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 extension with Insituform Technologies, Inc. in the amount of \$330,000.00 for cured-in-place sanitary sewer linings.

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

(Not a Purchase Order)

Revised 6/17/03

4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
Fayetteville, Arkansas

GENTLEMEN:

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit.

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	THIRTY SIX DOLLARS AND ^{FIFTY CENTS} dollars &	3500	LF	\$ 36.50	\$ 127,750.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	THIRTY TWO ^{ZERO CENTS} dollars &	1500	LF	\$ 32.00	\$ 48,000.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	THIRTY FOUR ^{ZERO CENTS} dollars &	500	LF	\$ 34.00	\$ 17,000.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	FORTY TWO ^{ZERO CENTS} dollars &	500	LF	\$ 42.00	\$ 21,000.00

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>FIFTY SEVEN</u> dollars $\frac{2}{100}$ ZERO CENTS	100	LF	\$ <u>57.00</u>	\$ <u>5,700.00</u>
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>SEVENTY THREE</u> dollars $\frac{3}{100}$ ZERO CENTS	100	LF	\$ <u>73.00</u>	\$ <u>7,300.00</u>
7	Internal reinstatement of Service Laterals				
	<u>ONE CENT</u> dollars $\frac{1}{100}$	60	EA	\$ <u>.01</u>	\$ <u>.60</u>
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral				
	<u>TWO THOUSAND</u> dollars $\frac{2}{100}$ ZERO CENTS	30	EA	\$ <u>2000.00</u>	\$ <u>60,000.00</u>
9	Standard Mobilization (within 15 working days)				
	<u>TWO THOUSAND</u> dollars $\frac{2}{100}$ ZERO CENTS	2	EA	\$ <u>2000.00</u>	\$ <u>4,000.00</u>
10	Emergency Mobilization (within 3 working days)				
	<u>THREE THOUSAND</u> dollars $\frac{3}{100}$ ZERO CENTS	1	EA	\$ <u>3000.00</u>	\$ <u>3,000.00</u>
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF				
	<u>ONE THOUSAND</u> dollars $\frac{1}{100}$ ZERO CENTS	5	EA	\$ <u>1000.00</u>	\$ <u>5,000.00</u>

TOTAL BID AMOUNT \$ 298,750.60
TWO HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND SIXTY CENTS
(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

The bidder understands that the City reserves the right to reject any or all bids, and to waive informalities in the bidding.

The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City after forty-eight hours from the time of opening of the bids.

The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5% of the greatest amount of the total bid is (\$5%) is to become the property of the City if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

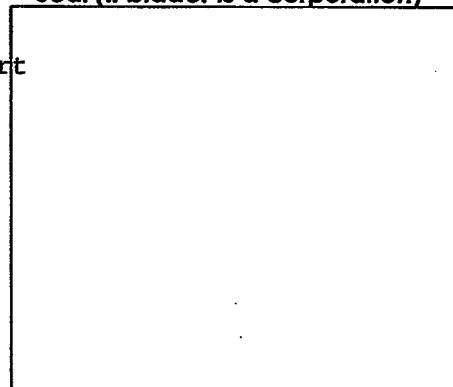
RESPECTFULLY SUBMITTED : Insituform Technologies, Inc.

Bidder



SIGNATURE AND TITLE
H. Douglas Thomas
V.P.-Global Procurement/Ops.Support

Seal (If bidder is a corporation)



Business Address

17988 Edison Avenue

Chesterfield, MO 63005

Telephone Number

636-530-8000

FAX Number

636-530-0751

Arkansas Contractors License Number

0072030409

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document

5.0 CONTRACT AND BOND DOCUMENTS

5.1 AGREEMENT

2008 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

THIS AGREEMENT, made this 20th day of May, 2008, by and between the City of Fayetteville, Arkansas, and

Insituform Technologies, Inc.

doing business as a Corporation, hereinafter called "Contractor",

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
3. The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.
4. The timeline for this contract shall end December 31, 2008. Upon approval of the City of Fayetteville, the contract may be extended on a yearly basis for up to four years, through December 31, 2012.
5. The Contractor shall be entitled to receive up to Three Hundred Thousand Dollars (\$330,000). City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
6. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
7. The term "Contract Documents" means and includes the Advertisement for Bids, Information for Bidders, Technical Specifications, Bid Proposal, Agreement, General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Orders and Addenda prepared or issued by the City of Fayetteville.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

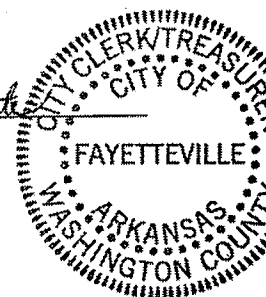
9. It is mutually agreed that should it appear to the City of Fayetteville or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City of Fayetteville under the terms of the Contract, the City of Fayetteville may demand the Contractor furnish additional security in some approved surety company satisfactory to the City of Fayetteville. The acts of the City of Fayetteville or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the contract, or to relieve the Contractor. The City of Fayetteville may stop performance under the Contract until additional security has been furnished by the Contractor, and the City of Fayetteville shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the City of Fayetteville with reference to furnishing additional security, the City of Fayetteville may exercise its right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.
10. 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.
11. 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 parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF FAYETTEVILLE

By: [Signature]
Title: Mayor
113 West Mountain Street
Fayetteville, AR 72701

Attest: [Signature]
Title:



CONTRACTOR:

By: [Signature]
H. Douglas Thomas
Title: V.P.-Global Procurement/Ops. Support

*Attest: [Signature]
Joann Smith
Title: Contracting & Attesting Officer

Company Insituform Technologies, Inc.

(Corporate Seal)

Address 17988 Edison Avenue

Chesterfield, MO 63005

*If a corporation, the Secretary of the Corporation should Attest.

2008 CIPP Bid Tabulation
April 16, 2008 at 2:00 p.m.

A. 7
 Insituform Technologies, Inc.
 Page 10 of 10

Item No.	Item Description	Approx. Qty.	Unit	Insituform Technologies		Suncoast Infrastructure	
				Unit Price In Figures	Total	Unit Price In Figures	Total
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	3500	LF	\$ 36.50	\$ 127,750.00	\$ 30.60	\$ 107,100.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	1500	LF	\$ 32.00	\$ 48,000.00	\$ 30.30	\$ 45,450.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 34.00	\$ 17,000.00	\$ 31.00	\$ 15,500.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 42.00	\$ 21,000.00	\$ 32.80	\$ 16,400.00
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	100	LF	\$ 57.00	\$ 5,700.00	\$ 50.00	\$ 5,000.00
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	100	LF	\$ 73.00	\$ 7,300.00	\$ 60.50	\$ 6,050.00
7	Internal reinstatement of Service Laterals	60	EA	\$ 0.01	\$ 0.60	\$ 150.00	\$ 9,000.00
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral	30	EA	\$ 2,000.00	\$ 60,000.00	\$ 2,900.00	\$ 87,000.00
9	Standard Mobilization (within 15 working days)	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00
10	Emergency Mobilization (within 3 working days)	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 9,060.00	\$ 9,060.00
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 3,320.00	\$ 16,600.00
	Total Bid				\$ 298,750.60		\$ 322,160.00

City of Fayetteville Staff Review Form

A. 8
 Forest Hills Partners, LLC
 Page 1 of 8

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

7/20/2010

City Council Meeting Date
 Agenda Items Only

David Jurgens

Submitted By

Utilities Capital Projects

Division

Utilities

Department

Action Required:

Approval of a cost share agreement with Forest Hills Partners, LLC for in the amount of \$135,000 construction of the Broyles Avenue gravity sewer line, and approval of a budget amendment accepting the funds.

\$ (135,000)

Cost of this request

\$ -

Category / Project Budget

Wastewater Impact Fee Improvement

Program Category / Project Name

5400-5700-5315.00

Account Number

\$ -

Funds Used to Date

Wastewater Impact Fee Improvement

Program / Project Category Name

10020-1001

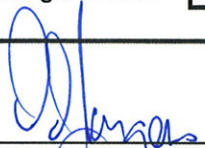
Project Number

\$ -

Remaining Balance

Water/Sewer

Fund Name

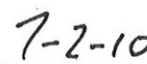
Budgeted Item ☒Budget Adjustment Attached ☒

 Department Director


 Date

Previous Ordinance or Resolution #

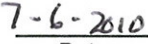
Original Contract Date:


 City Attorney


 Date

Original Contract Number:


 Finance and Internal Services Director


 Date

Received in City
 Clerk's Office

07-02-10P02:17 RCVD

UAB


 Chief of Staff


 Date

Received in
 Mayor's Office

ENTERED 7/21/10

ptf


 Mayor


 Date

Comments:

To: City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

From: David Jurgens, Utilities Director 
 Fayetteville Water and Sewer Committee

Date: July 1, 2010

Subject: Cost share agreement with Forest Hills Partners, LLC for in the amount of \$135,000 construction of the Broyles Ave gravity sewer line, and approval of a budget amendment accepting the funds

RECOMMENDATION

Staff recommends approval of a cost share agreement with Forest Hills Partners, LLC for in the amount of \$135,000 construction of the Broyles Avenue gravity sewer line, and approval of a budget amendment accepting the funds.

BACKGROUND

The original contract provides for the construction of approximately 3,211 linear feet of 15" to 18" gravity line, flowing along Owl Creek, Persimmon Road, and Broyles Avenue to the new lift station at the intersection of Broyles Avenue and Persimmon Road. Goodwin & Goodwin was the lowest of five bidders, with a bid that was 59% of the engineer's estimate for the project.

DISCUSSION

This work is required to provide for needed sewer capacity for the upper Owl Creek basin, which includes the forthcoming Forest Hills development between Wedington Drive and Persimmon Street. The City of Fayetteville will be managing the construction through its current contract with Goodwin & Goodwin, Inc. Forest Hills Partners, LLC has agreed to pay \$135,000.00 towards the construction of the sewer line. Using the existing contract will be significantly less expensive than putting this additional work out to bid. Staff's estimate is that bidding the project as new work would cost at least an additional \$75,000.

Staff is processing a change order for the construction of an additional 3,065 linear feet of 12" to 15" gravity line along Persimmon Road from the Cross Keys development to the east side of the city property at the Boy's and Girl's Club.

BUDGET IMPACT

Funds are available in the impact fee sewer project budget. A breakdown of the project costs are as follows.

Change Order Cost	City of Fayetteville Cost	Forest Hills Partners Cost	Contingency Remaining
\$ 367,518.17	\$ 232,518.17	\$ 135,000.00	\$ 45,000

RESOLUTION NO. _____

A RESOLUTION APPROVING A COST-SHARE AGREEMENT WITH FOREST HILLS PARTNERS, LLC IN THE AMOUNT OF \$135,000.00 FOR CONSTRUCTION OF THE BROYLES AVENUE GRAVITY SEWER LINE, AND APPROVING A BUDGET ADJUSTMENT

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 cost-share agreement, a copy of which is attached to this Resolution as Exhibit "A," with Forest Hills Partners, LLC in the amount of \$135,000.00 for construction of the Broyles Avenue gravity sewer line.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, attached as Exhibit "B," recognizing the revenue.

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**COST-SHARE AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND FOREST HILLS PARTNERS, LLC**

This Agreement, made and entered into this _____ day of _____, 2010 by and between the City of Fayetteville, Arkansas and Forest Hills Partners, LLC, Witnesseth:

WHEREAS, the City of Fayetteville is constructing upgrades to a sewer main identified as WL-13, Broyles Road Gravity Main; and

WHEREAS, the City of Fayetteville will be upgrading an existing 8" sewer main to 12" and 15" sizes to serve the area along Persimmon Street east of Broyles Avenue and west of I-540; and

WHEREAS, it will benefit Forest Hills Partners, LLC to upgrade this 8" sewer main to a 12" main. This upgrade will provide needed sewer capacity for the Forest Hills development.

NOW, THEREFORE, the City of Fayetteville and Forest Hills Partners, LLC agree as follows:

1. Upon the City Council approving the Sewer Main Cost-Share, the City of Fayetteville agrees to:
 - A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable sewer main installation.
 - B. The estimated total cost of construction for the sewer main upgrade is \$367,518.17 as shown in the attached estimate of probable cost.
2. Forest Hills Partners, LLC agrees to:
 - A. Pay a lump sum cost of \$135,000.00 for the aforementioned sewer main construction within thirty (30) days of the approval by the City Council of this agreement.
3. It is further understood that the contract for construction is between the City of Fayetteville and Goodwin & Goodwin, Inc. as Contractor and that Forest Hills Partners, LLC has no contractual obligation with either the Contractor or RJN Group as the Engineer. Forest Hills Partners, LLC's only obligation shall be to participate in a contractual agreement with a lump sum cost of \$135,000.00 for the sewer main upgrade.
4. 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.



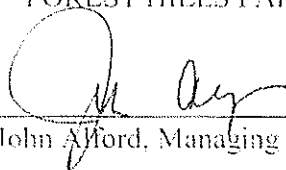
5. **Freedom of Information Act.** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Pollution Management, Inc. will do 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.
6. This contract must be interpreted under Arkansas Law.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE
SIGN BELOW:**

CITY OF FAYETTEVILLE

FOREST HILLS PARTNERS, LLC

BY _____
Mayor Lioneld Jordan

BY  _____
John Afford, Managing Member

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST _____

Estimate of Probable Construction Cost
WL-13, Broyles Road Gravity Main, Sewer Main Upgrades

Item	Description	Contract			
		Unit	Quantity	Unit Cost	Total Cost
1	Site Preparation, Clearing and Grubbing	LF	3065	\$1.50	\$4,597.50
2	Construction Staking	LF	3065	\$1.50	\$4,597.50
3	Bypass Pumping	LF	3065	\$9.00	\$27,585.00
4	Traffic Control	LS	1	\$10,000.00	\$10,000.00
5	Trench Excavation and Backfill, 0-8 Ft. Depth	LF	1829	\$18.00	\$32,922.00
6	Trench Excavation and Backfill, 8-12 Ft. Depth	LF	1236	\$22.00	\$27,192.00
7	8-Inch Gravity Sewer and Embedment	LF	100	\$22.00	\$2,200.00
8	12-Inch Gravity Sewer and Embedment	LF	2450	\$24.00	\$58,800.00
9	15-Inch Gravity Sewer and Embedment	LF	615	\$29.00	\$17,835.00
10	48-Inch Dia. Std. Manhole, 0-6 Ft. Deep	EA	13	\$2,600.00	\$33,800.00
11	48-Inch Dia. Manhole Extra Depth. Over 6 Ft. Deep	VF	39	\$300.00	\$11,700.00
12	Remove Manhole	EA	3	\$800.00	\$2,400.00
13	24" Steel Encasement	LF	160	\$175.00	\$28,000.00
14	30" Steel Encasement	LF	10	\$250.00	\$2,500.00
15	Clay Dam	EA	5	\$500.00	\$2,500.00
16	Sidewalk - Remove & Replace	SY	725	\$45.00	\$32,625.00
17	Handicap Ramp	EA	4	\$800.00	\$3,200.00
18	Street Repair	SY	100	\$125.00	\$12,500.00
19	Seeding and Mulching	SY	5387	\$2.50	\$13,466.67
20	Solid Sod	SY	3875	\$4.00	\$15,500.00
21	Curb & Gutter	LF	200	\$30.00	\$6,000.00
22	Remove & Reinstall Fence	LS	1	\$1,000.00	\$1,000.00
23	Pavement Markings	LS	1	\$2,000.00	\$2,000.00
24	Trench Safety	LS	1	\$10,000.00	\$10,000.00
25	Erosion Control	LF	3065	\$3.00	\$9,195.00
Contract Totals					\$367,518.17



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

A. 8
Forest Hills Partners, LLC
Page 8 of 8

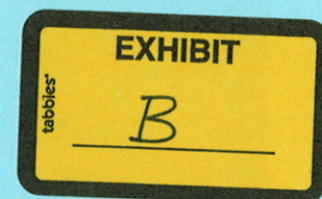
Budget Year	Department: Utilities	Request Date	Adjustment Number
2010	Division: Water & Sewer Maintenance Program: Sewer Mains Construction	7/2/2010	

JUSTIFICATION TO INCREASE PROJECT / ITEM:

\$135,000 in the Broyles Road Gravity Lines and Force Main Project. Increase project to recognize cost share agreement with Forest Hills Partners, LLC for the construction of approximately 3,065 linear feet of 12" to 15" feet gravity line along Persimmon Road from the Cross Keys development to the east side of the city property at the Boys and Girls Club.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

To recognize cost share revenue for the construction of approximately 3,065 linear feet of 12" to 15" feet gravity line along Persimmon Road from the Cross Keys development to the east side of the city property at the Boys and Girls Club.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Contract Services	5400.5700.5315.00	135,000		10020 . 1001
Payments by Property Owners	5400.0940.4420.00		135,000	10020 . 1001
				.
				.
				.
				.
				.
				.
TOTAL		<u>135,000</u>	<u>135,000</u>	

Division Head Date 7-2-10 Budget Director Date 2 July 10 Department Director Date 7-6-2010 Finance Director Date 7-7-10 Chief of Staff Date 7/7/10 Mayor Date 7/7/10	Requested By _____ kspringer Budget & Research Use Only Type: A B C <u>D</u> E Description: _____ 0 General Ledger Date _____ Posted to General Ledger Initial Date Posted to Project Accounting Initial Date
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City of Fayetteville Staff Review Form

A. 9
 Goodwin & Goodwin, Inc.
 Change Order No. 1
 Page 1 of 8

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

7/20/2010

City Council Meeting Date
 Agenda Items Only

Shannon Jones
 Submitted By

Utilities Capital Projects
 Division

Utilities
 Department

Action Required:

Approval of of Change Order 1 to the construction contract with Goodwin & Goodwin, Inc. for construction of the Broyles Ave gravity line for \$367,518.17, maintain the already approved \$45,000 project contingency, and approve a budget adjustment for \$232,518.17.

\$ 367,518
 Cost of this request

\$ 1,461,645
 Category / Project Budget

Wastewater Impact Fee Improvement
 Program Category / Project Name

5400-5700-5315.00
 Account Number

\$ 1,326,645
 Funds Used to Date

Wastewater Impact Fee Improvement
 Program / Project Category Name

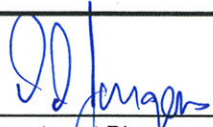
10020-1001
 Project Number

\$ 135,000
 Remaining Balance

Water/Sewer
 Fund Name

Budgeted Item ☒ XX

Budget Adjustment Attached ☒ XX


 Department Director

2 July 10
 Date

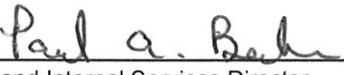
Previous Ordinance or Resolution # _____


 City Attorney

7-2-10
 Date

Original Contract Date: _____

Original Contract Number: _____


 Finance and Internal Services Director

7-7-200
 Date

Received in City 07-02-10P02:17 RCVD
 Clerk's Office


 Chief of Staff

7-7-10
 Date

Received in
 Mayor's Office


 Mayor

7/7/10
 Date



Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee



Date: July 1, 2010

Subject: Change Order 1 to the construction contract with Goodwin & Goodwin, Inc. for \$367,518.17 for Broyles Ave gravity sewer construction, maintain the existing \$45,000 project contingency, and approve a budget adjustment for \$232,518.17

RECOMMENDATION

Staff recommends approval of Change Order 1 to the construction contract with Goodwin & Goodwin, Inc. for construction of the Broyles Ave gravity line for \$367,518.17, maintain the already approved \$45,000 project contingency, and approve a budget adjustment for \$232,518.17.

BACKGROUND

The contract provides for the construction of approximately 3,211 linear feet of 15" to 18" gravity line, flowing along Owl Creek, Persimmon Road, and Broyles Avenue to the new lift station at the intersection of Broyles Avenue and Persimmon Road. Goodwin & Goodwin was the lowest of five bidders, with a bid that was 59% of the engineer's estimate for the project.

DISCUSSION

The change order is for the construction of an additional 3,065 feet of 12" to 15" gravity line along Persimmon Road from the Cross Keys development to the east side of the City property at the Boys and Girls Club.

This work is required to provide for needed sewer capacity for the upper Owl Creek basin, which includes the forthcoming Forest Hills development between Wedington Drive and Persimmon Street. The City of Fayetteville will manage the construction through its current contract with Goodwin & Goodwin. Forest Hills Partners, LLC has agreed to pay \$135,000.00 towards the cost of the sewer line; the cost share agreement is presented in a separate Council request. Using the existing contract will be significantly less expensive than putting this additional work out to bid, which staff estimates would cost at least an additional \$75,000.

BUDGET IMPACT

Funds are available in the sewer impact fee fund and project budget. The attached budget amendment for \$232,518.17 transfers funds from the sewer impact fee fund to the water/sewer fund.

Change Order Cost	City of Fayetteville Cost	Forest Hills Partners, Cost	Contingency Remaining
\$ 367,518.17	\$ 232,518.17	\$ 135,000.00	\$ 45,000

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$367,518.17 FOR CONSTRUCTION OF THE BROYLES AVENUE GRAVITY SEWER LINE, MAINTAINING A \$45,000.00 PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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 change order no. 1, a copy of which is attached to this Resolution as Exhibit "A," to the construction contract with Goodwin & Goodwin, Inc. in the amount of \$367,518.17 for construction of the Broyles Avenue gravity sewer line. A previously approved project contingency of \$45,000.00 shall be maintained.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$232,518.17, attached as Exhibit "B."

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

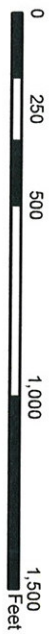
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

CONTRACT CHANGE ORDER		Change Order No.	Page	of
		1	1	2
		City Contract #	2123	Schedule
		City Resolution #	45-10	Date 6/30/2010
City Project No.: 02133-0701 Project Name: Broyles Road Gravity Main, WL-13 Owner: City of Fayetteville Address: 113 W. Mountain Fayetteville, AR 72701 Location: Fayetteville, AR Contractor: Goodwin & Goodwin, Inc. Address: 3543 Free Ferry Rd. Fort Smith, AR 72903				
THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:				
ITEM #	DESCRIPTION	DECREASE	INCREASE	
1	Change order to install 3,065' of 12-inch and 15-inch sewer main, replacing an existing 8-inch sewer main along Persimmon. See Attached for Cost Breakdown		\$367,518.17	
TOTAL DECREASE AMOUNT		\$0.00		
TOTAL INCREASE AMOUNT			\$367,518.17	
NET CHANGE ORDER			\$367,518.17	
<u>CHANGE TO CONTRACT AMOUNT:</u>		<u>TOTAL AMOUNT</u>		<u>ENGINEERS FINAL ELIGIBLE AMOUNT</u>
Original Contract Amount		\$433,005.00		\$433,005.00
Total Previous Change Order(s)		\$0.00		\$0.00
Net Amount This Change Order		\$367,518.17		\$367,518.17
TOTAL CONTRACT AMOUNT TO DATE		\$800,523.17		\$800,523.17
<u>CHANGE TO CONTRACT COMPLETION DATE:</u>				
Original Completion Date		September 25, 2010		
Previous Adjusted Completion Date				
(Increase)(Decrease) This Change Order		60 Calendar Days		
NEW CONTRACT COMPLETION DATE:		November 24, 2010		
RECOMMENDED: City of Fayetteville Construction Observer BY: <u>[Signature]</u> CONSTRUCTION & CONT. MGR. <u>6/30/10</u> Signature Title Date RECOMMENDED: RJN Engineer BY: <u>[Signature]</u> Vice President <u>6/30/10</u> Signature Title Date ACCEPTED: Goodwin & Goodwin, Inc. Contractor BY: <u>[Signature]</u> President <u>6/30/10</u> Signature Title Date APPROVED: CITY OF FAYETTEVILLE Owner BY: _____ Mayor _____ Signature Title Date				

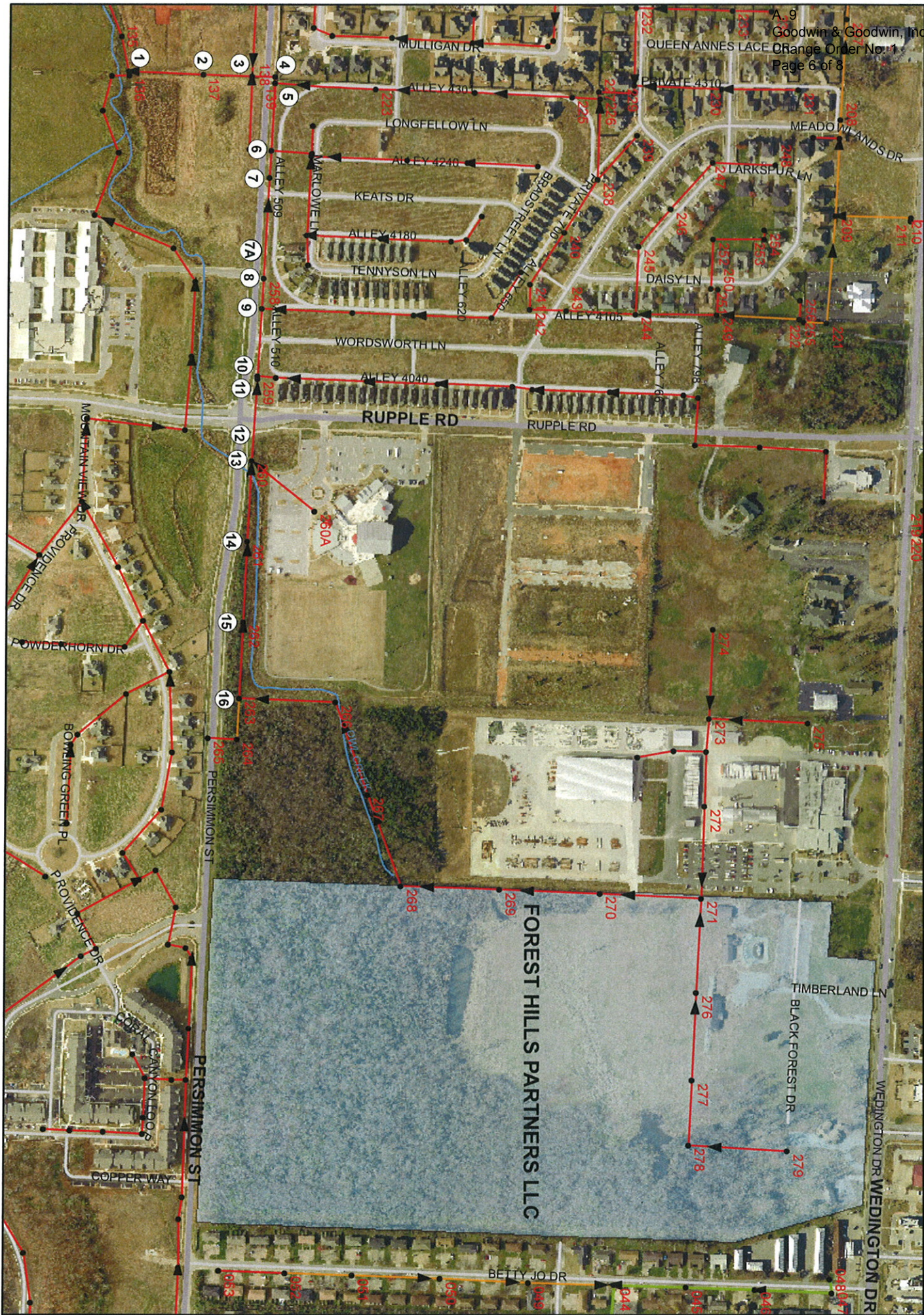


Cost Breakdown for Change Order

Item	Description	Contract			
		Unit	Quantity	Unit Cost	Total Cost
28	Site Preparation, Clearing and Grubbing	LF	3065	\$1.50	\$4,597.50
29	Construction Staking	LF	3065	\$1.50	\$4,597.50
30	Bypass Pumping	LF	3065	\$9.00	\$27,585.00
31	Traffic Control	LS	1	\$10,000.00	\$10,000.00
32	Trench Excavation and Backfill, 0-8 Ft. Depth	LF	1829	\$18.00	\$32,922.00
33	Trench Excavation and Backfill, 8-12 Ft. Depth	LF	1236	\$22.00	\$27,192.00
34	8-Inch Gravity Sewer and Embedment	LF	100	\$22.00	\$2,200.00
35	12-Inch Gravity Sewer and Embedment	LF	2450	\$24.00	\$58,800.00
36	15-Inch Gravity Sewer and Embedment	LF	615	\$29.00	\$17,835.00
37	48-Inch Dia. Std. Manhole, 0-6 Ft. Deep	EA	13	\$2,600.00	\$33,800.00
38	48-Inch Dia. Manhole Extra Depth, Over 6 Ft. Deep	VF	39	\$300.00	\$11,700.00
39	Remove Manhole	EA	3	\$800.00	\$2,400.00
40	24" Steel Encasement	LF	160	\$175.00	\$28,000.00
41	30" Steel Encasement	LF	10	\$250.00	\$2,500.00
42	Clay Dam	EA	5	\$500.00	\$2,500.00
43	Sidewalk - Remove & Replace	SY	725	\$45.00	\$32,625.00
44	Handicap Ramp	EA	4	\$800.00	\$3,200.00
45	Street Repair	SY	100	\$125.00	\$12,500.00
46	Seeding and Mulching	SY	5387	\$2.50	\$13,466.67
47	Solid Sod	SY	3875	\$4.00	\$15,500.00
48	Curb & Gutter	LF	200	\$30.00	\$6,000.00
49	Remove & Reinstall Fence	LS	1	\$1,000.00	\$1,000.00
50	Pavement Markings	LS	1	\$2,000.00	\$2,000.00
51	Trench Safety	LS	1	\$10,000.00	\$10,000.00
52	Erosion Control	LF	3065	\$3.00	\$9,195.00
Contract Totals					\$367,518.17



NORTH



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

A. 9
Goodwin & Goodwin, Inc.
Change Order No. 1

Budget Year 2010	Department: Utilities Division: Water & Sewer Maintenance Program: Sewer Mains Construction	Request Date 7/2/2010	Adjustment Number 1
--------------------------------	---	-------------------------------------	-----------------------------------

JUSTIFICATION TO INCREASE PROJECT / ITEM:

\$232,518.17 in the Broyles Road Gravity Lines and Force Main Project. Increase project to recognize impact fee funds for the construction of approximately 3,065 linear feet of 12" to 15" feet gravity line along Persimmon Road from the Cross Keys development to the east side of the city property at the Boys and Girls Club.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

To recognize impact fee funds to construct approximately 3,065 linear feet of 12" to 15" feet gravity line along Persimmon Road from the Cross Keys development to the east side of the city property at the Boys and Girls Club.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Contract Services	5400.5700.5315.00	232,518		10020 . 1001
				.
Transfer from Impact Fee	5400.0940.6602.30		232,518	10020 . 1001
				.
				.
				.
				.
				.
TOTAL		232,518	232,518	

Division Head _____ Date <u>7-2-10</u> Budget Director _____ Date <u>6 Jul 10</u> Department Director _____ Date _____ Finance Director <u>Paul A. Behm</u> <u>July 6, 2010</u> Chief of Staff _____ Date <u>7-7-10</u> Mayor <u>Frederick Jordan</u> <u>7/7/10</u>	Requested By _____ <i>kspringer</i> Budget & Research Use Only Type: A B C <u>D</u> E Description: _____ General Ledger Date _____ Posted to General Ledger Initial Date Posted to Project Accounting Initial Date
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**City Council Agenda Items
and
Contracts, Leases or Agreements**

B. 1
Amend Chapter 97
Parks and Recreation
Page 1 of 8

City Council Meeting Date
Agenda Items Only

Department

ADM-10-3601-Amend the Fayetteville Code of Ordinances Chapter 96: Parks and Recreation, Section 97.088 Signs Prohibited to permit donor recognition signs to be located in parks and trails.

Fund Name

Budget Adjustment Attached

Original Contract Number:

ENTERED
5/28/10

ENTERED
5/24/10

Date _____

Left on the Third Reading and Tabled to the 7-20-10 CC mtg.
Revised January 15, 2009
Left on the Second Reading at the 6-15-10 CC mtg.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Director of Parks and Recreation *Co-Ed*

From: Alison Jumper, Park Planning Superintendent *aj*

Date: May 27, 2010

Subject: Code of Ordinances Amendment for Chapter 96: Parks and Recreation

PROPOSAL:

As the City of Fayetteville grows, the need for diverse recreational opportunities grows. Seeking partnerships and donations from private organizations and businesses can enhance the City's ability to provide parks and recreation services for park improvement projects. Private partnerships with businesses and individuals offering services and products consistent with the Parks and Recreation mission have the potential to reduce the City's investment in capital projects. Park staff has recently recognized the need for an avenue allowing donor recognition signs on park and trail property. Donor recognition is vital to successfully soliciting and securing funding for projects. The use of corporate names and logos are often used in recognizing contributions; however, these types of signs are not currently permissible by city ordinance.

Chapter 97 of the Unified Development Code (§97.088(B)) allows for signs on softball/baseball fences and scoreboards at locations and in sizes designated by the Parks and Recreation Director. Park staff proposes amending Chapter 97 to allow for donor recognition signs on park and trail property, thereby improving the ability to successfully secure funding from private sources.

RECOMMENDATION:

Parks Staff recommends approving and ordinance amending the Fayetteville Code of Ordinances Chapter 96: Parks and Recreation, Section 970.88 Signs Prohibited to permit donor recognition signs to be located in parks and trails.

BUDGET IMPACT:

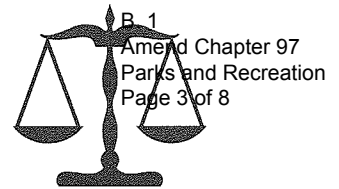
This ordinance amendment would not impact the budget negatively. If approved, the potential for securing donations may increase, thereby positively impacting the budget.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
City Council

FROM: **Kit Williams**, City Attorney

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

DATE: **May 28, 2010**

RE: **Authorizing Donor signs for city parks**

Chief of Staff Don Marr, Development Services Director Jeremy Pate and I reviewed and revised the Parks and Recreation Department's proposed amendment to the Parks and Recreation Chapter of the Fayetteville Code which would, for the first time, authorize donor signs to be displayed in City parks. We tried to strike a balance between recognizing (and attracting future major) donors while maintaining aesthetics and the noncommercial nature of all City parks.

Any facility to be named for a donor, volunteer or public servant would first have to be recommended by the Parks and Recreation Advisory Board and then approved by City Council resolution.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 97 PARKS AND
RECREATION OF THE CODE OF FAYETTEVILLE TO
PERMIT AND REGULATE SIGNS RECOGNIZING DONOR
CONTRIBUTIONS**

WHEREAS, fairly small, aesthetically pleasing signs to recognize significant donors to our parks can help to generate needed funds to facilitate park improvements.

**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 repeals §97.088 (B) of the Code of Fayetteville in its entirety and enacts a replacement §97.088 (B) *Exceptions* to clarify athletic field signage restrictions and to authorize and regulate donor recognition signs as shown below:

“(B) *Exceptions.*

(1) *Athletic Field Signage.* Signs shall be permitted on softball/baseball outfield fences and scoreboards at locations and in sizes designated by the Parks and Recreation Director. Uniform fees shall be charged dependent upon placement and size of the permitted signs. The content of the sign and whether it is commercial or non-commercial may not be considered. Designated spaces shall be sold at the established price on a first come basis. The owner of a sign at a designated location shall have first right to renew before others can purchase the size/location for a new or replacement sign.

(2) *Donor Recognition Signs.* Signs located in City parks or on City trails that are used for the purpose of memorializing a person or family through naming, recognition of significant donors, or recognition of contributions to the facility or amenity on which the sign is installed shall meet the following conditions:

(a) *Maximum Size and Number.* A total of two (2) donor recognition signs, for any one donor memorialized, are allowed at remote locations of the same park facility. Trail signage shall not exceed four (4) square feet per sign. Park signage shall not exceed sixteen (16) square feet per sign.

(b) *Design Parameters.* The size and location of the sign(s) shall be approved by the Planning Division based on the following criteria:

(i) Signage may include the name and/or logo of the sponsor, donor or contributor to the facility or amenity.

(ii) Signage may not include corporate slogans, colors or advertising associated with a particular company, organization or corporation.

(iii) The Parks and Recreation Department shall provide sign design and construction standards for each park facility that is to utilize donor recognition. The standards shall ensure that donor recognition signage is consistent in size and style throughout the facility.

(iv) All signage shall be of high quality and constructed of durable materials such as masonry, bronze or wood.

(c) *Facility Naming.* The naming of facilities is permitted so long as the donor or honoree has made a significant contribution to the City, the Facility or the Parks and Recreation Department in terms of financial donations, voluntarism or dedicated public service. Final naming of a facility shall be recommended by the Parks and Recreation Advisory Board with final approval by the City Council."

PASSED and APPROVED this 15th day of June, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CURRENT LAW

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

(Code 1965, ' 17A-24, 17A-26; Ord. No. 1594, 4-1-68; Code 1991, §97.082)

Cross reference(s)--Penalty, ' 97.999, Sale and use of fireworks, ' 94.04(B).

97.083 Soliciting Alms

No person in a park shall solicit alms or contributions for any purpose, whether public or private.

(Code 1965, ' 17A-25; Ord. No. 1594, 4-1-68; Code 1991, §97.083)

Cross reference(s)--Penalty, ' 97.999.

97.084 Entering Closed Areas

No person in a park shall enter an area posted as "Closed to the Public", nor shall any person use, or abet the use of, any area in violation of posted notices.

(Code 1965, ' 17A-27; Ord. No. 1594, 4-1-68; Code 1991, §97.084)

Cross reference(s)--Penalty, ' 97.999.

97.085 Going Onto Ice

No person in a park shall go onto the ice on any of the waters except such areas as are designated as skating fields, and provided a safety signal is displayed.

(Code 1965, ' 17A-28; Ord. No. 1594, 4-1-68; Code 1991, §97.085)

Cross reference(s)--Penalty, ' 97.999.

97.086 Vending And Peddling

No person in a park shall expose or offer for sale any article or thing, nor shall he station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regularly licensed concessionaire acting by and under the authority and regulation of the city and nonprofit groups on an annual basis.

(Code 1965, ' 17A-29; Ord. No. 1594, 4-1-68; Code 1991, §97.086)

Cross reference(s)--Penalty, ' 97.999.

97.087 Advertising Prohibited

No person in a park shall announce, advertise, or call the public attention in any way to any article or service for sale or hire.

(Code 1965, ' 17A-30; Ord. No. 1594, 4-1-68; Code 1991, §97.087)

Cross reference(s)--Penalty, ' 97.999.

97.088 Signs Prohibited

(A) No person in a park shall paste, glue, tack,

or otherwise post any sign, placards, advertisement, or inscription whatsoever, nor shall any person erect or cause to be erected any sign whatsoever on any public lands or highways or roads adjacent to a park, except as set forth hereinbelow.

(B) Signs shall be permitted on softball/baseball fences and scoreboards at locations and in sizes designated by the Parks and Recreation Director. Uniform fees shall be charged dependent upon placement and size of the permitted signs. The content of the sign and whether it is commercial or non-commercial may not be considered. Designated spaces shall be sold at the established price on a first come basis. Owner of a sign at a designated location shall have first right to renew before others can purchase the size/location for a new or replacement sign.

(Code 1965, ' 17A-31; Ord. No. 3677, ' 2, 3-2-93; Code 1991, §97.088)

Cross reference(s)--Penalty, ' 97.999.

97.089-97.998 Reserved**97.999 Penalty**

(A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be fined not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state. If the violation of the chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day the same is unlawfully continued.

(B) Any person violating any provision of ' 97.070 shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$500.00.

(Code 1965, ' 1-5, 13-12; Ord. No. 2128, 7-15-75; Ord. No. 2274, 9-7-76; Ord. No. 2903, 3-1-83; Ord. No. 3164, 1-21-86; Ord. No. 3203, 8-5-86; Code 1991, §97.999)

Slightly
Amended
and
Donor signs
Added

6.3 Added at the City Council Meeting
July 6, 2010

Amend Chapter 97 **Parks & Recreation Department**
Parks & Recreation **Operational Policy**
Donor Recognition Signs

It is pragmatic in a time of shrinking public dollars to seek outside funding in order to provide important capital improvements in Fayetteville Parks. It is essential to have specific boundaries and criteria in establishing fair and proper recognition of significant donations and gifts. This policy sets guidelines for the amount of the donation in relation to the recognition granted from the City of Fayetteville. Each gift will be considered independently of subsequent gifts to determine appropriate category. Any exceptions to this policy must be approved by City Council. The sign size range in each of the categories provides Park Planners with the latitude to design signs recognizing donations based on site location and donor specific criteria. Recognition signs will be displayed for the life of the facility.

<u>Category</u>	<u>Donation</u>	<u>Recognition in Park</u>	<u>Recognition on Trail</u>
Copper	\$5,000 up to \$10,000	Press release of donation and plaque up to 1 square foot	Press release of donation and plaque up to 1 square foot
Bronze	\$10,000 up to \$25,000	Press release of donation, ribbon cutting ceremony, plaque or sign up to 4 square feet	Press release of donation, plaque or sign up to 2 square feet
Silver	\$25,000 up to \$50,000	Press release of donation, grand opening, right to name facility, sign up to 12 square feet	Press release of donation, ribbon cutting, sign up to 3 square feet
Gold	\$50,000 up to \$100,000	Press release of donation, grand opening, right to name facility, sign up to 16 square feet	Press release of donation, ribbon cutting, sign up to 4 square feet
Platinum	Over \$100,000	City Council Approval	City Council Approval

City Process

1. Parks and Recreation Staff meets with donor to discuss donation including amount of donation, development of facility/amenity, recognition operational policy, naming rights (if applicable), sign appearance/style/construction, time requirements and other pertinent topics.
2. Request is presented for approval from Parks and Recreation Advisory Board.
3. Request presented to Planning Office.
4. Request presented to City Council for final approval.

**City Council Agenda Items
and
Contracts, Leases or Agreements**

July 6th, 2010

City Council Meeting Date
Agenda Items Only

Susan K Pierce

Submitted By

Information Technology

Division

Finance

Department

Action Required:

Approval of a resolution to change the name on an existing section of N Shiloh Dr due to the re-alignment of the road at the Porter Rd exit.

\$130.00

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

2100 5315 5212 00

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

\$

-

Project Number

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Paul A. Becher

Date

6-14-2010

Previous Ordinance or Resolution #

City Attorney

Dr. M. Kelly

Date

6-15-10

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Paul A. Becher

Date

6-15-2010

Received in City
Clerk's Office

6-14-10 P02:16 RCV

Uxy

Chief of Staff

Don Man

Date

6-15-10

Received in
Mayor's Office

ENTERED
6/15/10
PH

Mayor

Frederick Jones

Date

6/15/10

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Jeremy Pate, Development Services Director &
From: Susan K. Pierce, GIS office, Information Technology Division
Date: June 03, 2010

Subject: Approval of a resolution to change the name of an abandoned segment of N Shiloh Dr to remove duplication of the street name.

RECOMMENDATION

Staff recommends that a segment of N Shiloh Dr be re-named to reduce any confusion that may be caused by duplicate street names.

BACKGROUND

Due to the re-alignment of N Shiloh Dr at the Porter Rd exit, there is an existing section of N Shiloh Dr that will be abandoned. If kept as is, there will be two parallel segments of N Shiloh Dr with the same address range. This will cause confusion for emergency responders. The abandoned segment of N Shiloh Dr needs a unique name. Farm Credit Services, the only business addressed off this section, has submitted the name "N Farm Credit Dr" which was approved by the Street Name & Address Committee on June 3rd, 2010.

BUDGET IMPACT

Approximately \$130.00 for materials, equipment, and labor.

RESOLUTION NO. _____

A RESOLUTION RENAMING A SECTION OF N. SHILOH
DRIVE TO N. FARM CREDIT DRIVE DUE TO STREET
REALIGNMENT

**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 renames
that section of N. Shiloh Drive between its intersection with the newly constructed and realigned
N. Shiloh Drive and its intersection with N. Porter Road to N. Farm Credit Drive.

PASSED and **APPROVED** this 15th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Monday, June 14, 2010

To Whom It May Concern:

Due to the re-alignment of N Shiloh Dr, the address for Farm Credit Services of Western Arkansas will have to be corrected to comply with emergency 911 addressing standards. The segment of road that gives access to the building will have to be re-named so that there is no street name duplication which may cause confusion for the emergency responders. The address number, itself, can stay the same (2209); however, the street name will definitely have to change. The City of Fayetteville can select a street name for this segment from the pre-approved street name list *or* Farm Credit Services may select a name from this list since it is the only affected entity on this segment. Farm Credit Services may also produce a name of their own, which must be approved by the Street Name & Address Committee.

Once a new name is decided upon, the GIS office will assist in the address change by notifying the following entities on behalf of Farm Credit Services: all basic utility companies, the Washington County Assessor, the Washington County Clerk, all e-911 agencies, and the U.S. Postal Service. The U.S. Postal Service will forward mail for up to one (1) year. Also, the GIS office will provide letters of verification of an address change to mortgage and/or insurance companies, if needed. The GIS office will notify Farm Credit Services of the date when this item will be on the City Council Agenda.

I have enclosed the City of Fayetteville's pre-approved street name list for review *or* Farm Credit Services may submit their own names for approval. I have also enclosed a map showing the area of concern.

Thank you for your time and cooperation.

Sincerely,

Susan K. Pierce
GIS E911 Address Coordinator

City of Fayetteville
GIS Office/ IT Division
113 W Mountain St
Fayetteville, AR 72701-6069
E-mail: spierce@ci.fayetteville.ar.us
Phone: 479-575-8391
Fax: 479-444-3427

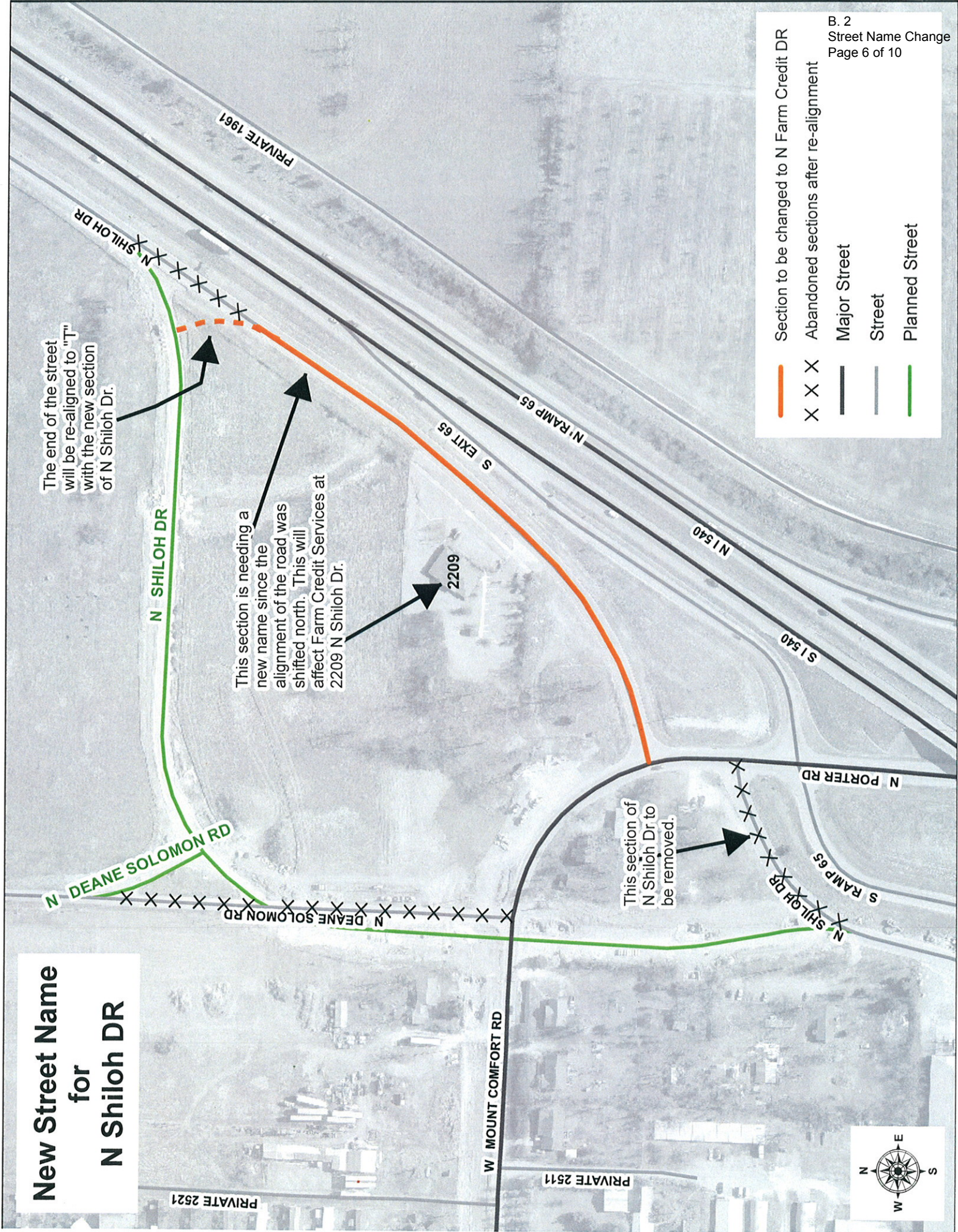
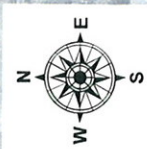
New Street Name for N Shiloh DR

- Section to be changed to N Farm Credit DR
- Abandoned sections after re-alignment
- Major Street
- Street
- Planned Street

The end of the street
will be re-aligned to "T"
with the new section
of N Shiloh Dr.

This section is needing a
new name since the
alignment of the road was
shifted north. This will
affect Farm Credit Services at
2209 N Shiloh Dr.

This section of
N Shiloh Dr to
be removed.



Street Name & Type	Department	Approval		Reason	Date
		Yes	No		
FARM CREDIT DR	Police	✓			6-3-10
	Fire				
	IT/GIS				
	Police	✓		4th name w/ "Farm" in it; 1st name starting w/ "Farm"	6/3/10
	Fire				
	IT/GIS				
	Police				
	Fire				
	IT/GIS				
	Police				
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	Police				
	Fire				
	IT/GIS				

Name change for N Shiloh Dr
Re-alignment

Street Name & Type	Department	Approval		Reason	Date
		Yes	No		
FARM CREDIT DR	Police				
	Fire	✓		I really like to say no. This name could be confused w/ the business	10/3/10
	IT/GIS	✓		4th name w/ "farm" in it; 1st name starting w/ "farm"	6/3/10
	Police				
	Fire				
	IT/GIS				
	Police				
	Fire				
	IT/GIS				
	Police				
	Fire				
	IT/GIS				
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	Fire				
	IT/GIS				
	Police				
	Fire				
	IT/GIS				
	Police				
	Fire				
	IT/GIS				

Name change for N Shiloh Dr
Re-alignment

Name suggestions for Shiloh name change:

Dave Taylor Drive--

Tami Trzeciak said "Dave (now deceased- died 5 years ago of brain cancer) was known by many families in the Fayetteville Area who had sons in little league and high school baseball in the last 20 plus years, as well as many who golfed at Razorback Park Golf Course over the 25 year period that he and his wife Lori owned and operated the golf course. His wife and sons are still in the area as are his parents (Bob& Barb Taylor) and his brother and their families. He was a hard working family man, loved and missed by his family and many friends.

Many people also liked this name

Fontaine Earle Drive-

Janet Bolin directed me to this info on him at the Encyclopedia of Arkansas History and Culture. He was a major in the Thirty-Fourth Arkansas Infantry from Cane Hill, Washington County. He fought in a number of Civil War battles in the Trans-Mississippi Theater and later served northwest Arkansas as a legislator (1866-1867), minister, teacher, administrator and author.

Mecklin Drive-

Susan Young works at Shiloh Museum lives in Ward 2(former Ward 4) liked Dave Taylor but also suggested Mecklin Drive for Robert Mecklin, the founder of the Far West Seminary(Civil-War era school)which was located on the present-day site of Razorback Golf Course.

Others liked this name

Guisinger Drive-

John Faucette suggested this name because he said "the Guisinger family has deep roots in Fayetteville, plus an heir still lives in Fayetteville. Louise Sager, and on top of that the Guisinger owned acreage on the Frontage road between the Farm Credit building and Williams Tractor and might have owned the land where the Farm Credit and Tractor place is located. Anyway, the land was the Guisinger Farm as I know it."

Many people also liked this name

Other suggestions

Old Shiloh Road

Farms End Road

Fairs Farm Road

Sonnoman Road

Arkansas Darter Drive

Painted Bunting Drive

Little Blue Heron Drive

Tall grass Prairie Drive

Wilson Springs Drive

Pine Drive

Southern Comfort Drive

I received over well 100 e-mails regarding the naming and am still receiving them. The over whelming consensus was the name should be either historic, nature, or with local sentiment, and have a nice sound, with "pizzazz. The over whelming consensus also (99.99 percent) said it should NOT be named after a business. One person was for the business name.

I also received phone calls stating:

Poor Principle to start naming Streets after businesses

Slippery slop other businesses will want streets named for them

It should be people who have done wonders

You did it for this company why not ours

Might as well be Sams Club or Williams Tractor

Creek near by (that is Clabber Creek but already we have a lot of Clabber Creek Divisions)

Want to thank everyone again for weighing in on this.

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

July 6, 2010

City Council Meeting Date

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

An ordinance to revise UDC Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control

\$

Cost of this request

n/a

Category / Project Budget

n/a

Program Category / Project Name

n/a

Account Number

n/a

Funds Used to Date

n/a

Program / Project Category Name

n/a

Project Number

n/a

Remaining Balance

n/a

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

[Signature]
Department Director

06-11-2010
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

6-22-10
Date

Original Contract Date:

Original Contract Number:

Paul a. Bahr
Finance and Internal Service Director

6-22-2010
Date

Received in City Clerk's Office aw
06-17-10 P03:10 RCVD

[Signature]
Chief of Staff

6-23-10
Date

Received in Mayor's Office

[Signature]
Mayor

6/23/10
Date

ENTERED
6/22/10
[Signature]

Comments:

Left on the first reading at the July 17, 2010 CC mtg.

CITY COUNCIL AGENDA MEMO

Council Meeting of July 6, 2010

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

From: Sarah Wrede, Staff Engineer

Date: June 10, 2010

Subject: An ordinance to revise UDC Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control

PROPOSAL

City Engineering staff has prepared revisions to Chapters 169 and 170 of the City's Unified Development Code. The Proposed code changes will clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict the location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control BMPs, and require site plans for 1&2 family residences to contain a plan for erosion and sediment control and final on-site drainage. A summary of the major points of revision for each chapter is attached along with the complete revised ordinance.

The proposed revisions are driven by the following four objectives:

- The Nutrient Reduction Plan, completed by the City based on the 2006 Agreement between the City and Beaver Water District, recommended certain revisions to Chapter 169 and 170 of the UDC.
- The City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000 requires the City to be as strict as or stricter than the requirements of the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.
- The City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000 requires post-construction stormwater management to minimize water quality impacts and ensure the long-term operation and maintenance of selected Best Management Practices.
- Staff seeks to address and plan for the drainage of residential lots before homes are constructed. Repairs to alleviate drainage problems can be costly to both the City and home owner.

These ordinance revisions were reviewed by the Planning Commission on May 10, 2010. The Planning Commission forwarded ADM 10-3571 to City Council with a recommendation for approval. Planning Commission meeting minutes are attached. In addition to review by the Planning Commission, the proposed revisions were posted on the City's website and were sent by email to Planning's development community

email list. No comments were received from the public or development community in response to the web posting or email.

RECOMMENDATION

Staff and Planning Commission recommend approval of revisions to UDC Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control.

BUDGET IMPACT

The proposed ordinance amendments will cause no budget impact.

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION**

A regular meeting of the Fayetteville Planning Commission was held on May 10, 2010 at 5:30 p.m. in Room 219, City Administration Building in Fayetteville, Arkansas.

ITEMS DISCUSSED

ACTION TAKEN

Consent:

MINUTES: April 26, 2010
Page 3

Approved

New Business:

**ADM 10-3561: (UDC AMENDMENT CH. 151 DEFINITIONS AND CH. 164
SUPPLEMENTARY DISTRICT REGULATIONS)**

Page 4

Forwarded

ADM 10-3567: (UDC AMENDMENT CH. 171 STREETS AND SIDEWALKS)

Page 5

Tabled

ADM 10-3568: (UDC AMENDMENT CH. 177 LANDSCAPE REGULATIONS)

Page 7

Forwarded

**ADM 10-3571: (UDC AMENDMENT CH. 169 PHYSICAL ALTERATION OF LAND AND
CH. 170 STORMWATER MANAGEMENT, DRAINAGE, AND EROSION CONTROL)**

Page 8

Forwarded

ADM 10-3559: (WEIR ROAD EXTENSION) RECONSIDERATION

Page 9

Approved

ADM 10-3571: Administrative Item (UDC AMENDMENT CH. 169 PHYSICAL ALTERATION OF LAND AND CH. 170 STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL):

Submitted by CITY ENGINEERING STAFF for revisions to Fayetteville Unified Development Code, Chapter 169 Physical Alteration of Land and Chapter 170 Stormwater Management, Drainage and Erosion Control. The proposed code changes will clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict the location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control BMPs, and require site plans for 1- and 2-family residences to contain a plan for erosion and sediment control and final on-site drainage.

Sarah Wrede, Floodplain Administrator gave the staff report.

Public comment

Brian Teague, Community by Design, believes that the ordinance will work hand in hand with the recently adopted LID and promotes compact urban design envisioned by City Plan 2025.

Garland Hill asked why the ordinance is limited to 20 acres or larger.

Commissioner Cabe asked staff to address Mr. Hill's question

Glenn Newman, staff engineer, explained that the recommended size is related to sequencing phases.

Commissioner Hoskins and **Newman** discussed the issue and history of rear lot drainage for clarification and the issue of sediment in the street. Commissioner Hoskins stated that he does not support holding smaller development to the same standards as large developments.

Commissioner Chesser stated that the larger developments are held to a higher standard than the smaller developments and does not agree that they should be held to different standards.

Commissioner Cabe asked for clarification of the differences between the existing requirements and the new requirements.

Wrede explained that the code is intended to clarify the approved method of debris removal from the street in order to prevent sedimentary materials from reaching streams and that ADEQ regulate single-family construction when the lot is part of a larger development plan.

Commissioner Chesser and **Newman** discussed single-family residential safety railing requirements for clarification.

Motion:

Commissioner Kennedy made a motion to forward the item to the City Council with a recommendation of approval. **Commissioner Chesser** seconded the motion. **Upon roll call the motion to forward was approved with a vote of 6-1-0 with Commissioner Hoskins voting "no."**



www.accessfayetteville.org

TO: Fayetteville City Council, meeting of July 6, 2010
FROM: Sarah Wrede, Staff Engineer
THRU: Jeremy Pate, Development Services Director
Chris Brown, City Engineer
DATE: May 4, 2010
RE: Summary of Proposed Revisions to CHAPTER 169: PHYSICAL ALTERATION OF LAND

Staff is proposing revisions throughout CHAPTER 169: PHYSICAL ALTERATION OF LAND. Please view the draft ordinance for complete revisions. The retaining wall diagrams on pages 9 and 10 have been completely revised. The major points of revision to CHAPTER 169: PHYSICAL ALTERATION OF LAND are summarized below:

Stabilization

- 169.04 Minimal Erosion Control Requirements, Section B
- **Existing to Remove:** *Stabilization.* All graded and otherwise disturbed areas shall be stabilized within 15 days immediately after the grading or disturbance has been completed. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and groundcover shall be used.
- **Replace With:** A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the erosion and sediment control plan. Except as provided in (1) and (2) below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - (1) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - (2) Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased.

Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation and other appropriate measures.

Reasons for revision: This is a recommendation from the Nutrient Reduction Plan and it conforms to the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit. The “record of dates” will also allow the City’s inspectors to more effectively enforce these requirements.

Debris, mud, and soil in public streets

- 169.04 Minimal Erosion Control Requirements, Section (F)
- **Existing to Remove:** *Removal of mud/dirt from public streets.* Any debris, soil, or mud from development sites reaching a public street shall be immediately removed.

- **Replace With:** *Debris, mud, and soil in public streets.* Debris, mud and soil shall not be allowed on public streets but if any debris, mud, or soil from development sites reaches the public street it shall be immediately removed via sweeping or other methods of physical removal. Debris, mud, or soil in the street may not be washed off the street or washed into the storm drainage system. Storm drainage systems downstream of a development site should be protected from debris, mud, or soil in the event that debris, mud, or soil reaches the drainage system.
- **Reasons for revision:** This revision expands and clarifies the City's requirements to comply with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.

Phased Construction

- 169.06 Land Alteration Requirements, Section (F) (2)
- **New Language:** *Phased Construction.* The area of disturbance onsite at any one time shall be limited to 20 acres. An additional 20 acres (a maximum of 40 acres of disturbance at any one time) may be stripped with the permission of the City Engineer in order to balance cut and fill onsite. No additional area may be open without the permission of the City Engineer until the previously disturbed areas have been temporarily or permanently stabilized.
- **Reasons for revision:** This is a recommendation from the Nutrient Reduction Plan. This is not currently an ADEQ Construction General Permit requirement.

Top Soil

- 169.06 Land Alteration Requirements, Section (F) (3 and 5)
- **Existing to Remove:** *Top soil.* Top soil shall be stockpiled and protected for later use on areas requiring landscaping. If top soil or other soil is to be stockpiled for more than 30 days, a temporary cover of annual rye or other suitable grass shall be planted.
- **Replace With:** *Stockpiling of top soil.* Top soil shall be stockpiled and protected for later use on areas requiring landscaping. All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25 feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require top soil stockpiles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.

Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

Re-vegetation. Re-vegetation shall be required to meet the following performance standards (sediment controls shall remain in place until re-vegetation is established) unless otherwise allowed by the City Engineer:

- (a) *Topsoil.* A minimum of 4 inches of topsoil shall be required to be either existing or installed in areas to be re-vegetated. Any application of topsoil and seeding under the drip line of a tree should be minimized to 3 inches so as not to damage the trees root system.
- (b) *Zero to 10% grade:* Re-vegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and runoff in no more than two growing seasons.

- (c) *10:1 up to 4:1 grade*: Re-vegetation shall be a minimum of hydro-seeding with mulch and fertilizer, sod, or groundcover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.
 - (d) *4:1 to 3:1 grade*: The slope shall be covered with landscape fabric and hydro-seeded with mulch and fertilizer, or staked sod, or groundcover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.
 - (e) *More than 3:1 grade*: Any finish grade over 3: shall be stabilized with one or more of the following:
 - 1) Retaining walls;
 - 2) Cribbing with landscape fabric;
 - 3) Terracing with groundcover;
 - 4) Riprap;
 - 5) Staked Sod (up to 2:1 slope)If Cribbing, Terracing, or Riprap is used, the slope's stability and erodibility must be equivalent to or better than its predevelopment state.
- **Reasons for revision**: This is a recommendation from the Nutrient Reduction Plan and conforms with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit. The re-vegetation section is recommended by staff for clarification of existing policy.

Preliminary Plat Master Build-Out Grading Plan

- 169.07 Grading Plan Specifications, Section (A) (18)
- **New Language**: *Preliminary plat master build-out grading plan*. The applicant shall prepare a master grading plan to be followed during individual lot development to convey runoff to a public drainage easement or right of way. In addition to the requirements of 169.07 A, the following shall be required for individual lot drainage design:
 - a. Identify lot lines and conceptual foot print of residence.
 - b. Establish the minimum finish floor and grading adjacent to the residential structure in accordance with Chapter 173 Building Regulations and the Arkansas Fire Prevention Code.
 - c. Indicate individual lot drainage with the use of spot elevations and flow arrows.
 - i. The minimum slope of the flow path from the top of curb, top bank, or approved drainage inlet to the high point of the final graded lot shall be at a minimum of 2% for grassed surfaces.
 - ii. In general, drainage should be routed on the shortest practicable flow path to the public right of way or drainage easement.
 - d. Non structural grassed swales for rear lot drainage concentration is discouraged and shall not be installed in combination with a utility easement.
 - e. Utility Easements shall be graded and shaped in accordance with the master build-out grading plan during preliminary plat construction.
 - i. Provisions will be considered to accommodate positive drainage until build-out occurs.
- **Reasons for revision**: This section is recommended by staff in an effort to address and plan for the drainage of residential lots before homes are constructed after which repairs to alleviate drainage problems can be costly to both the City and home owner.

Submission of Stormwater Pollution Prevention Plan

- 169.08 Grading Plan Submittal, Section (C)
- **New Language:** A copy of the Stormwater Pollution Prevention Plan (SWPPP) is required to be submitted with the grading plan for sites one acre or larger.
- **Reasons for revision:** This recommendation conforms to the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.



www.accessfayetteville.org

TO: Fayetteville City Council, meeting of July 6, 2010
FROM: Sarah Wrede, Staff Engineer
THRU: Jeremy Pate, Development Services Director
Chris Brown, City Engineer
DATE: May 4, 2010
RE: Summary of Proposed Revisions to CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL

Staff is proposing revisions throughout CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL. Please view the draft ordinance for complete revisions. The major points of revision to CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL are summarized below:

Low Impact Development

- 170.07 Performance Criteria, Section (B) (3)
- **New Language:** *Low Impact Development.* Use of Low Impact Development design strategies, as described in Chapter 179, to attenuate lesser storms and more closely mimic predevelopment hydrology is encouraged.

Direct Discharge

- 170.07 Performance Criteria, Section (B) (4)
- **New Language:** *Direct Discharge.* Direct Discharge of a pipe into streams and/or floodways is not allowed. A stilling basin or other structure that will collect sediment, trash, etc and that will reduce the likelihood of erosion in the receiving stream due to discharge from the pipe shall be installed at pipe discharges into streams and/or floodways.
- **Reasons for revision:** This Best Management Practice supports the City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000, Post-Construction Stormwater Management goal to minimize water quality impacts.

Maintenance Responsibility

- 170.08 Maintenance Responsibility, Sections (A – G)
 - **New Language:** (A) *Dedication.* Those stormwater management systems approved in compliance with this chapter that will function as a part of the stormwater management conveyance system shall be dedicated to the city. All areas and/or structures to be dedicated to the city must be dedicated by plat or separate instrument and accepted by the City Engineer.
- (B) *Perpetual Inspections and Maintenance Agreements.* The City shall require a Stormwater Management Practices Maintenance Agreement, for systems not dedicated to the City, of all entities for stormwater management conveyance systems and structures in the stormwater management plan for their proposed development. The City shall require the following set of documents and agreements prior to stormwater systems and structures approval:
- (1) *Agreement of Maintenance Responsibility.* The owner of the property on which the stormwater systems structures have been installed shall agree to undergo ongoing inspections, and document maintenance and repair needs.
 - (2) *Agreement to Maintain Stormwater Systems and Structures.* The owner of the property on which stormwater systems and structures have been installed shall agree to maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sedimentation controls, and other protective devices.

- (C) *Approved Entities for Perpetual Maintenance Agreements.* All stormwater management structures or systems approved in compliance with this chapter but not dedicated to the City shall have adequate easements to permit the city to inspect and, if necessary to take corrective action should the responsible entity fail to properly maintain the system. Maintenance of all other stormwater management structures and systems approved in compliance with this chapter and not dedicated to the City shall be accomplished by the legal entity responsible for maintenance, which may include an approved entity as identified in the following:
- (1) *Special districts and public entities.* An active water control district, drainage district, public utility, or a special assessment district;
 - (2) *Developer or property owner.* A developer or property owner who provides a Stormwater Management Practices Maintenance Agreement with the City; or,
 - (3) *Property owner association.* Property owner associations able to comply with the following provisions:
 - (a) The association provides a Stormwater Management Practices Maintenance Agreement through which it assumes full responsibility for stormwater management systems operation and maintenance.
 - (b) The association has sufficient powers to operate and maintain the stormwater management system, establish rules, assess members, contract for services, exist perpetually and, if dissolved, to provide alternative operation and maintenance services.
- (D) *Maintenance Inspections.* All privately owned stormwater management facilities shall be inspected near the end of the first year of operation by the party designated in the Stormwater Management Practices Agreement. A subsequent inspection shall be performed at the end of the fourth year to ensure functionality and compliance. Inspection reports shall be submitted to and maintained by the City Engineer for all stormwater systems and structures. Inspection reports for stormwater systems and structures shall include:
- (1) The date of the inspection;
 - (2) The name of the inspector;
 - (3) The condition of:
 - (a) Pretreatment devices.
 - (b) Vegetation or filter media
 - (c) Spillways, valves, or other control structures.
 - (d) Embankments, slopes or safety benches.
 - (e) Inlet and outlet channels and structures.
 - (f) Sediment and debris accumulation in storage and forebay areas.
 - (g) Underground drainage.
 - (h) Provide cross sectional data showing the existing capacity of the detention pond for comparison to the minimum designed capacity in the approved final drainage report. Cross sectional data shall be at the end of the fourth year. If the designed capacity is not available the owner shall reestablish the original approved volume in the final drainage report.
 - (i) Any other item that could affect the proper function of the stormwater structures or systems.
 - (4) Description of the needed maintenance.
 - (5) Description of maintenance activities undertaken.

After the 2nd Inspection Report is received, the City Engineer will make a determination whether subsequent Inspection Reports will be required to be submitted based upon the stabilization of the site and the condition of the stormwater systems.

- (E) *Right-of-Entry for Inspection.* The Stormwater Management Maintenance Agreement shall provide for the City Engineer or designee to enter the property at reasonable times and in a reasonable manner for the purpose of inspecting stormwater systems and structures.
- (F) *Failure to Maintain.* If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement the City shall give written notice requesting corrective action. If the conditions described in the Failure to Maintain notice are not corrected within 10 days after such notice is given, the mayor, or his duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described, in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for such costs.
- (1) *Enforcement of the Lien.* The lien herein provided for may be enforced and collected in either one of the following manners:
- (a) The lien may be enforced at any time within 18 months after work has been done, by an action in circuit court; or
 - (b) The amount of the lien herein provided may be determined at a hearing before the City Council held after 30 days written notice by certified mail to the owner or owners of the property, if the name and whereabouts of the owner or owners be known, and if the name of the owner or owners cannot be determined, then only after publication of notice of such hearing in a newspaper having a bona fide circulation in Washington County for one insertion per week for four consecutive weeks; the determination of the City Council shall be subject to appeal by the property owner in circuit court; and the amount so determined at said hearing, plus ten percent penalty for collection, shall be by the City Council certified to the tax collector of the county, and by him placed on the tax books as delinquent taxes, and collected accordingly, and the amount, less three percent thereof, when so collected shall be paid to the city by the county tax collector.
 - (c) In case the owner of any lot or other real property is unknown or his whereabouts is not known or he is a nonresident of this state, then a copy of the written notice hereinabove referred to shall be posted upon the premises and before any action to enforce such lien shall be had, the City Clerk shall make an affidavit setting out the facts as to unknown address or whereabouts or non-residence, and thereupon service of the publication as now provided for by law against nonresident defendants may be had, and an attorney ad litem may be appointed to notify the defendant by registered letter addressed to his last known place of residence if same can be found.
- (G) *Removal and modification of Stormwater Systems and Structures.* Stormwater systems and structures may only be modified or removed with the approval of the City Engineer, who shall determine the whether the stormwater system or structure does not function as a part of the stormwater management system. The applicant may be required to provide supporting data and calculations that justify the removal of the stormwater systems or structures.
- **Reasons for revision:** This section supports the City's Arkansas Department of Environmental Quality NPDES General Permit No. ARR040000, Post-Construction Stormwater Management requirement to ensure the long-term operation and maintenance of selected BMPs.

Dirt and Topsoil Storage

- 170.10 Stormwater Discharges From Construction Activities, Section (A) (9)
- **Existing to Remove:** *Dirt and Topsoil Storage.* All uncovered soil or dirt storage piles should be located more than 25 feet from a roadway or drainage channel. If these piles remain for 15 or more days, then their surfaces must be stabilized. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by appropriately installed erosion control devices such as silt fences or straw bales. Dirt or soil storage piles located less than 25 feet from the road and in place for 15 or more days must be covered with tarps or other control. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by silt fence or straw bales. Storm drain inlets must be protected from potential erosion from near-street storage piles by silt fence or other appropriate barriers.
- **Replace With:** *Dirt and Topsoil Storage.* All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25 feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require storage piles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water

bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.

Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

- **Reasons for revision:** This is a recommendation from the Nutrient Reduction Plan and conforms with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.

Inspections

- 170.10 Stormwater Discharges From Construction Activities, Section (C) (1) (b)
- **Existing to Remove:** *Inspection.* The owner/developer/builder or their representative shall inspect all BMP's at least once every 14 days and within 24 hours after a rainfall of one half of an inch or more as measured at the site or generally reported in the Fayetteville area.
- **Replace With:** A qualified inspector (provided by the owner/developer/builder) shall inspect disturbed areas of the construction site and areas used for storage of materials that are exposed to precipitation that have been finally stabilized, and locations where vehicles enter or exit the site. BMPs must be observed to ensure proper operation. Inspectors must inspect for evidence of, or the potential for, pollutants entering the stormwater conveyance system. Discharge locations must be inspected to determine whether BMPs are effective in preventing significant impacts to waters of the State, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. The inspections must be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater as measured at the site or generally reported in the vicinity of the site. A rain gauge must be maintained on-site.

A report shall be prepared for each inspection summarizing the scope of the inspection; name(s), title(s) and qualifications of personnel making the inspection; the date of the inspection; amount of rainfall and days since last rain event, BMPs on-site; observations relating to whether BMPs are in working order and whether maintenance is required (when scheduled and completed); the locations and dates when major construction activities begin, occur, or cease; and the signature of the inspector. The reports shall be retained as part of the stormwater pollution prevention plan for at least three (3) years from the date the site is finally stabilized and shall be made available upon request to the City.

- **Reasons for revision:** This is a recommendation from the Nutrient Reduction Plan and conforms with the Arkansas Department of Environmental Quality NPDES General Permit No. ARR150000 – Construction General Permit.

Preliminary Plat, Lot Requirements

- 170.11 Preliminary Plat, Lot Requirements, Sections (A – D)
- **New Language:** (A) Preliminary *Plats*. Preliminary Plats shall include a master drainage plan for each lot related to the proposed infrastructure and adjacent lots.

(B) *Preliminary Plats for Residential Subdivisions.* Preliminary Plats for residential subdivisions shall provide detailed drainage information including flow arrows and design spot elevations including the proposed finish floor

elevation meeting the Arkansas Fire Prevention Code for building safety regulations for positive drainage of each lot.

(C) *Rear lot drainage easements.* Rear lot drainage easements for nonstructural grassed swales shall not overlap utility easements with above ground structures, ie, electric transformers, gas meters, communication junctions, etc.

(D) *Final Plat.* The Final Plat shall include the approved master drainage plan to be filed as a supplemental document. The scale shall be legible and approved by the City Engineer.

- **Reasons for revision:** This section is recommended by staff in an effort to address and plan for the drainage of residential lots before homes are constructed after which repairs to alleviate drainage problems can be costly to both the City and home owner.

1 & 2 Family Residential Requirements

- 170.12 1 & 2 Family Residential Requirements, Sections (A – C)
- **New Language:** (A) *1&2 Family Residential and Sites under One Acre.* All residential lots must maintain properly installed erosion and sediment control measures from the beginning of construction until slope stabilization and/or vegetation is established in order to prevent silt and sediment from going offsite or into the street.

(B) A building permit application shall contain sufficient site drainage information to determine whether the project complies with the requirements of this chapter.

(C) If the Final Plat of the Subdivision, in which the proposed building is located, includes an approved master drainage plan, this plan shall be included in the building permit application and the individual lot drainage plan shall follow the master drainage plan.
- **Reasons for revision:** This section is recommended by staff in an effort to address and plan for the drainage of residential lots before homes are constructed after which repairs to alleviate drainage problems can be costly to both the City and home owner.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 169: PHYSICAL ALTERATION OF LAND AND CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL OF TITLE XV OF THE CODE OF FAYETTEVILLE (UNIFIED DEVELOPMENT CODE), TO CLARIFY STABILIZATION REQUIREMENTS, REQUIRE PHASED CONSTRUCTION FOR SITES LARGER THAN 20 ACRES, CLARIFY RE-VEGETATION REQUIREMENTS, CLARIFY REQUIREMENTS FOR CUT AND FILL SLOPES AND RETAINING WALLS, DEFINE MAINTENANCE RESPONSIBILITY FOR STORMWATER MANAGEMENT SYSTEMS, RESTRICT LOCATION OF DIRT AND TOPSOIL STORAGE AND DEFINE STABILIZATION PRACTICES FOR DIRT AND TOPSOIL STORAGE, DEFINE A QUALIFIED INSPECTOR FOR EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES, AND REQUIRE SITE PLANS FOR ONE AND TWO FAMILY RESIDENCES TO CONTAIN A PLAN FOR EROSION AND SEDIMENT CONTROL AND FINAL ON-SITE DRAINAGE

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

Section 1. That Chapter 169: Physical Alteration of Land of Title XV of the Code of Fayetteville (Unified Development Code), is hereby repealed, and Exhibit "A" attached hereto and made a part hereof, is inserted in its stead.

Section 2. That Chapter 170: Stormwater Management, Drainage, and Erosion Control, Title XV of the Code of Fayetteville (Unified Development Code), is hereby repealed, and Exhibit "B," attached hereto and made a part hereof, is inserted in its stead.

PASSED and APPROVED this 6th day of July, 2010.

APPROVED:

ATTEST:

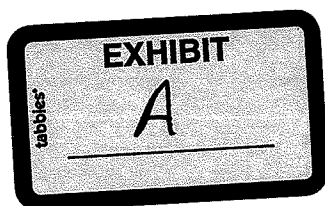
By: _____
LIONELD JORDAN, Mayor

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

**TITLE XV UNIFIED DEVELOPMENT CODE
 CHAPTER 169: PHYSICAL ALTERATION OF LAND**

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TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 169: PHYSICAL ALTERATION OF LAND

169.01 Intent

- (A) It is the city's intent to safeguard the health, safety, and welfare of Fayetteville citizens by implementing standards and procedures for the physical alteration of land. It is not the city's intent to supersede federal or state regulations such as, but not limited to, the Occupational Health & Safety Act.
- (B) The purpose of this chapter is to control grading, clearing, filling, and cutting (or similar activities) which alone or in combination cause landslides, flooding, degradation of water quality, erosion and sedimentation in storm sewer systems and water storage basins. It is also the intent of this chapter that through the implementation of the guidelines and regulations contained herein, the existing scenic character and quality of the neighborhood and city as a whole not be diminished.

(Code 1991, §161.01; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98)

169.02 General Requirements

- (A) *Protection.* Persons engaged in land alteration activities regulated by this chapter shall take measures to protect public and private properties from damage by such activities.
- (B) *Site conditions.* Development shall generally conform to the natural contours of the land, natural drainage ways, and other existing site conditions.
- (C) *Adjacent properties.* All developments shall be constructed and maintained so that adjacent properties are not unreasonably burdened with surface waters as a result of such development. More specifically, new development may not unreasonably impede water runoff from higher properties nor may it unreasonably channel water onto lower properties.
- (D) *Restoration.* Land shall be revegetated and restored as close as practically possible to its original conditions so far as to minimize runoff and erosion are concerned. Previously forested areas shall follow the City's Landscape Manual for mitigation of forested areas.

(Code No. 1991, §161.02; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4855, 4-18-06)

169.03 Permits Required/Exceptions

- (A) *Permit required.* No grading, filling, excavation, or land alteration of any kind shall take place without first obtaining:

- (1) A grading permit pursuant to this chapter except as specified in §169.03(B);
- (2) A stormwater management, drainage and erosion control permit (hereinafter referred to as a "drainage permit") except as specified in §170.03(C) and §170.03(D); and
- (3) An Arkansas Department of Environmental Quality Stormwater Construction Permit and incorporated Stormwater Pollution Prevention Plan, if required by state law.

- (4) A grading permit is required by the City for any development occurring within the Hillside/Hilltop Overlay District boundaries. If a parcel of land is divided by the Hillside/Hilltop Overlay District boundary, then only that portion of land lying within the boundary is subject to the requirements of this chapter.

- (B) *Exceptions where no grading permit is required.* Grading permits are not required for the following:

- (1) *Excavation below finish grade.* Excavations below finished grade for basements, footings, swimming pools, hot tubs, septic systems, retaining walls under 4 feet in height, and like structures authorized by a valid building permit.
- (2) *Cemetery graves.* Cemetery graves.
- (3) *Refuse disposal.* Refuse disposal sites controlled by other regulations.
- (4) *Single-family/duplex.* Construction of one single-family residence, or duplex not located within the 100 year flood plain, the Hillside/Hilltop Overlay District, or on a slope 15 % or greater.
- (5) *Building additions.* Building additions of less than 2,000 square feet where associated land alteration activities are not beyond the scope of what is necessary to construct said addition and are not located within the 100 year flood plain, the Hillside/Hilltop Overlay District, or on a slope 15 % or greater.

- (C) *Grading permit application and approval.* No grading permit shall be issued until the grading

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plan, endorsed by a registered architect, landscape architect, or engineer, is approved by the City Engineer. A separate permit shall be required for each site; it may cover both excavations and fills. Grading permits may be issued jointly for parcels of land that are contiguous, so long as erosion control measures are in place until project completion. Any application for a required grading permit under this chapter shall be submitted concurrently with the application and calculations for a drainage permit if such a drainage permit is required by §170.03., coordination with Chapter 167. Tree Preservation and Protection is required.

- (D) *Permit posted.* A copy of the grading permit cover page shall be posted at or near the street right-of-way line and shall be clearly visible from the street.

(Code 1991, §161.03; Ord. No. 3551, 6-5-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. No. 4313, 5-15-01; Ord. 4855, 4-18-06)

169.04 Minimal Erosion Control Requirements

If exempt under §169.02, If exempt under 169.03, a grading permit is not required. However, exempt as well as non-exempt activities shall be subject to the following minimal erosion and sedimentation control measures.

- (A) *Natural vegetation.* The potential for soil loss shall be minimized by retaining natural vegetation wherever possible. Development in the Hillside/Hilltop Overlay District should comply with the recommendations of the Hillside/Hilltop Best Management Practices Manual with regard to the retention of natural vegetation on Hillside/Hilltops.

- (B) *Stabilization.* All graded and otherwise disturbed areas shall be stabilized within 15 days immediately after the grading or disturbance has been completed. Stabilization methods such as baled straw, filter fabric, ditch checks, diversion ditches, brush barriers, sediment basins, matting, mulches, grasses and groundcover shall be used.

A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the erosion and sediment control plan. Except as provided in (1) and (2) below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion

of the site has temporarily or permanently ceased.

- (1) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

- (2) Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased.

Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation and other appropriate measures.

- (C) *Intermittent/perennial streams.* No intermittent or perennial stream, including a 25 foot perimeter strip measured from the top of the bank, shall be graded, developed, channeled, or physically altered unless adequate guarantees are made for erosion and sedimentation control both during construction and post construction. Likewise, cuts or fills shall be setback sufficiently from intermittent and perennial streams and other stormwater drainage systems to guarantee that there will be no damage from erosion or sedimentation. Final erosion and sedimentation control measures shall be approved by the City Engineer.

- (D) *Excavation material.* Excavation material shall not be deposited in or so near streams and other stormwater drainage systems where it may be washed downstream by high water or runoff. All excavation material shall be stabilized immediately with erosion control measures.

- (E) *Fording streams.* Fording of streams with construction equipment or other activities which destabilize stream banks shall not be permitted.

- (F) *Removal of mud/dirt from public streets.* Any debris, soil, or mud from development sites reaching a public street shall be immediately removed.

Debris, mud, and soil in public streets. Debris, mud and soil shall not be allowed on public streets but if any debris, mud, or soil from development sites reaches the public street it shall be immediately removed via sweeping or

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other methods of physical removal. Debris, mud, or soil in the street may not be washed off the street or washed into the storm drainage system. Storm drainage systems downstream of a development site should be protected from debris, mud, or soil in the event that debris, mud, or soil reaches the drainage system.

(Code 1991, §161.04; Ord. No. 3551, 6-5-91; Ord. No. 3947, §1, 2-6-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4855, 4-18-06)

169.05 One-Time Approvals

- (A) *Utilities.* Public and private utility organizations may obtain a one-time approval from the City Engineer for all routine underground electric, water, sewer, natural gas, telephone, or cable facilities. The approval will include a utility organization and its contractors, agents, or assigns and will be permanent in nature as long as the original approved procedures are followed.
- (B) *Stockpiling materials.* One-time approval may be obtained by public or private entities for the stockpiling of fill material, rock, sand, gravel, aggregate, or clay at particular locations, subject to Zoning, Chapters 160 through 165.

(Code 1991, §161.05; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98)

169.06 Land Alteration Requirements

- (A) *Grading plan evaluation.* Grading plans shall be evaluated by the City Engineer for conformance with the minimal erosion control requirements of §169.04 and the following requirements.
- (B) *Requirements varied.* Variances of this chapter's requirements may be varied approved by the City Engineer with the approval of the Planning Commission. The extent to which variations may be made will depend on the soil types encountered, planned slopes, planned vegetation, and investigative engineering reports. In no case shall the City Engineer waive or modify any of the minimum erosion control requirements as given in §169.04.
- (C) *Cut or fill slopes.*

- (1) *Finish grade.* Cut or fill slopes shall have a finish grade no steeper than 33% (3.00 horizontal to 1 vertical), when unless otherwise approved by the City Engineer. Land located within the Hillside/Hilltop Overlay District may have cut or fill slopes with a finish grade no steeper than 50% (2.00 horizontal to 1 vertical) unless otherwise with approved by of the City Engineer.

- (2) *Maximum length.* The maximum length of any cut or fill slope without a terrace (as described in 169.06 (D) below) shall be 100 feet as measured along the ground. The terrace shall be at least six feet (6') wide.

- (3) *Existing topography.* Cut or fill slopes shall be constructed to eliminate sharp angles of intersection with the existing terrain and shall be rounded and contoured to blend with the existing topography.

- (4) *Setback requirements.* The following setback requirements shall be reviewed by the City Engineer for purposes of assessing safety, stability, and drainage problems: (See illustrations) Setbacks from property lines may be filled or cut if grading plan is submitted jointly by the owners of both properties.

- (a) *Setback from top or toe of cut or fill.* Buildings shall be setback from the top or toe of a cut or fill in accordance with Zoning, Chapters 160 through 165; Building Regulations, Chapter 173; or the approved grading plan, whichever is greatest.

- (b) *Setbacks from property lines.* The required setback of retaining walls, cut slopes, and fill slopes from property lines shall be as given in the illustrations. Property lines may be filled over or cut if a grading plan for the cut or fill is submitted jointly by the owner of both properties or with written permission from the adjacent property owner and if no utility easements are involved. If utility easements are involved, approval is required as given in (c) below in addition to the joint submittal requirement.

- (c) *Setbacks from the edge of an easement.* The required setback of retaining wall, cut slopes, and fill slopes from the edge of easements shall be as given in the illustrations. Where no utilities are present in an easement, or where utilities are planned to be relocated, and where such action is approved by all utilities, in writing, then easements may fall within a cut or fill section.

- (d) *Setbacks from structures.* The required setback of retaining walls, cut slopes, and fill slopes from structures shall be as given in the illustrations. If a structure forms an integral part of the

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retaining wall, then the setbacks do not apply to that structure.

- (e) ~~Public rights of way.~~ Cuts adjacent to public rights of way shall be setback a minimum of 25 feet, excluding driveways or access roads.

- (e) *Calculating setbacks.* For the purpose of calculating setbacks, any cut or fill section which is on a slope of one to one or greater shall be considered a retaining wall.

- (f) *Administrative variance.* Setbacks from easement lines and structures may be varied administratively by the City Engineer if geotechnical and/or structural information is provided that in the opinion of the City Engineer justifies the variance.

- (g) *Additional information required.* The City Engineer may require further geotechnical and/or structural information to show that setbacks greater than those given are not needed to protect property, utilities, or the integrity of property lines.

(D) *Cuts.*

- (1) *Vertical height.* Cuts shall be limited to 10 feet in vertical height unless information demonstrating slope stability, erosion control, and drainage control is provided together with a re-vegetation plan. For nonsolid rock cuts, terraces shall be required for cuts greater than 10 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

- (2) *Maximum vertical cut.* In solid rock, as determined by geotechnical and engineering data approved by the City Engineer, the maximum vertical cut shall be 30 feet.

- (3) *Fill material.* In no case shall a cut be allowed primarily for the purpose of obtaining fill material to a different site, unless the exporting site is located within an extraction district.

(E) *Fills.*

- (1) *Rocks/fill.* All imported fill shall be free of rocks greater than 12 inches in diameter and any detrimental organic material or refuse debris.

- (2) *Compaction.* Fill shall be placed and compacted as to minimize sliding or erosion of soil. Fill compaction shall equal the compaction of undisturbed, adjacent soil, except fills covered by Building Regulations, Chapter 173, or other structural fills. The City Engineer may require soil tests during compaction work or upon its completion at the expense of the permittee.

- (3) *Grade.* Fill shall not be placed on existing slope with a grade steeper than 15% (6.67 horizontal to vertical) unless keyed into steps in the existing grade and thoroughly stabilized by mechanical compaction.

- (4) *Vertical height.* Fills shall be limited to 10 feet in vertical height unless information demonstrating slope stability, erosion control, and drainage control is provided together with a re-vegetation plan.

- (5) *Terraces.* Terraces shall be required for fills greater than 10 feet in height. It is recommended that terracing be at a maximum ratio of one foot of horizontal terrace for every foot of vertical surface.

(F) *Erosion and sedimentation control.*

- (1) *Permanent improvements.* Permanent improvements such as streets, storm sewers, curb and gutters, and other features for control of runoff shall be scheduled coincidental to removing vegetative cover from the area so that large areas are not left exposed beyond the capacity of temporary control measures.

- (2) *Phased Construction.* The area of disturbance onsite at any one time shall be limited to 20 acres. An additional 20 acres (a maximum of 40 acres of disturbance at any one time) may be stripped with the permission of the City Engineer in order to balance cut and fill onsite. No additional area may be open without the permission of the City Engineer until the previously disturbed areas have been temporarily or permanently stabilized.

- (3) *Top soil.* Top soil shall be stockpiled and protected for later use on areas requiring landscaping. If top soil or other soil is to be stockpiled for more than 30 days, a temporary cover of annual rye or other suitable grass shall be planted.
Stockpiling of top soil. Top soil shall be stockpiled and protected for later use on areas requiring landscaping. All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25

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feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require top soil stockpiles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.

Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

(4) *Existing vegetation.* Every means shall be taken to conserve and protect existing vegetation.

(5) *Re-vegetation.* Re-vegetation shall be required to meet the following performance standards (sediment controls shall remain in place until re-vegetation is established) unless otherwise allowed by the City Engineer:

(a) *Topsoil.* A minimum of 4 inches of topsoil shall be required to be either existing or installed in areas to be re-vegetated as set forth in §169.06(F)(6) below. Any application of topsoil and seeding under the drip line of a tree should be minimized to 3 inches so as not to damage the trees root system.

(b) *Zero to 10% grade:* Re-vegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and runoff in no more than two growing seasons.

(c) *10:1 up to 4:1 grade:* Re-vegetation shall be a minimum of hydro-seeding with mulch and fertilizer, sod, or groundcover. Said planting shall

provide complete and uniform coverage in no more than two growing seasons.

(d) *4:1 to 3:1 grade:* The slope shall be covered with landscape fabric and hydro-seeded with mulch and fertilizer, or staked sod, or groundcover. Said planting shall provide complete and uniform coverage in no more than two growing seasons.

(e) *More than 3:1 grade:* Any finish grade over 3:1 shall be stabilized with one or more of the following:

- 1) Retaining walls;
- 2) Cribbing with landscape fabric;
- 3) Terracing with groundcover;
- 4) Riprap;
- 5) Staked Sod (up to 2:1 slope)

If Cribbing, Terracing, or Riprap is used, the slope's stability and erodibility must be equivalent to or better than its predevelopment state.

(f) *Hillside/Hilltop Overlay District.* Re-vegetation of lands within the Hillside/Hilltop Overlay District shall be planted immediately after the physical alteration of the land with complete and uniform ground cover. Sod, erosion fabric, herbaceous groundcover (in wooded areas), and/or a hydroseed with warm season grasses is required. Re-vegetation requirements shall be met prior to the issuance of a certificate of occupancy. Cut and Fill tie-back slopes shall be re-vegetated with appropriate tree species to achieve a minimum of 25% tree canopy at maturity.

(6) *Plant/water.* Plant materials shall be watered or irrigated and tended. Where irrigation or regular watering is not available, only native or acclimated plant species shall be used. If the soil cannot properly sustain vegetation, it must be appropriately amended. If re-vegetation is not firmly established and healthy after one year, the landscape administrator-urban forester shall require that it be redone in part or total.

(7) *Plant/terrace bench.* Plant materials shall be planted along terrace benches. Said plantings shall be spaced as necessary to thoroughly stabilize the terrace bench. The remainder of the terraced slope shall be re-vegetated and stabilized according to §169.06(F)(5) above.

(8) *Permanent erosion control.* The developer shall incorporate permanent erosion control features at the earliest practical time.

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Temporary erosion control measures will be used to correct conditions that develop during construction that were unforeseen during the design stage, that are needed prior to installation of permanent erosion control features, or that are needed temporarily to control erosion that develops during normal construction projects, but are not associated with permanent control features on the project.

This requirement for safety rails shall also apply to vertical or near vertical rock cuts and to steep (greater than 3:1) cut or fill slopes.

(Code 1991, §161.07; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. No. 4855, 4-18-06)

~~(10) Allowable soil loss. Allowable soil loss shall not exceed the "T" factor, which is a component of the universal soil loss equation.~~

(G) *Undisturbed land requirements.* In the development of residential subdivisions, allowable grading of slopes shall be in accordance with this table.

Average Grade	Minimum Undisturbed Area
10 to 15 percent	40 percent
15 to 20 percent	50 percent
> 20 percent	60 percent

In the development of Large Scale Developments, Large Site Improvement Plans, and lots within the Hillside Overlay District, the minimum amount of undisturbed land shall equal the percent minimum tree canopy pursuant to §167.04 (c). Planned Zoning Districts shall show undisturbed areas, but may be approved by the City Council with lesser percentages of undisturbed area than required above.

(H) *Required retaining wall and rock cut design.*

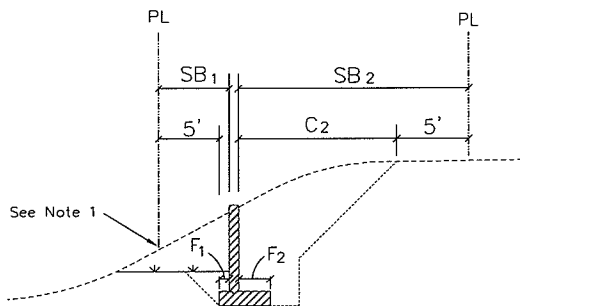
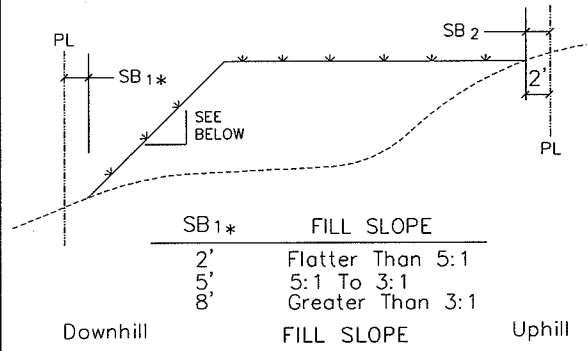
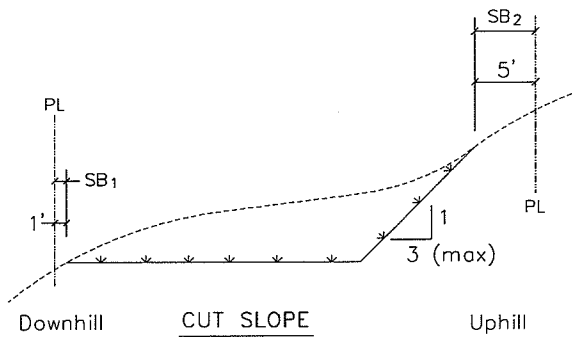
- (1) *Design/inspection.* Any retaining wall more than four feet in height shall be designed by a registered professional engineer, and shall be field inspected by the design engineer. The design engineer shall provide proof of inspection and certify that the wall was constructed in conformance with the design. The City Engineer may require retaining walls less than four feet in height to be designed by a professional engineer.
- (2) *Investigation/report.* All proposed rock cuts and any cut or fill 10 feet or greater will require a geotechnical investigation and a formal report submitted by a registered professional engineer qualified to make such investigations.
- (3) *Safety railings.* Safety railings may be required on any retaining wall 2.5 feet or higher. The decision as to whether to require safety railing shall be based on potential pedestrian and public access to the retaining wall and applicable building codes.

LEGEND

-----	EXISTING GROUND
-----	PROPERTY OR EASEMENT LINE
-----	PROPOSED GROUND
-----	CONSTRUCTION LIMITS
SB1	MINIMUM SETBACK FROM PROPERTY LINE DOWNHILL
SB2	MINIMUM SETBACK FROM PROPERTY LINE UPHILL
TB	TIE BACK
S	SLOPE
F1	FOUNDATION DOWNHILL
F2	FOUNDATION UPHILL
C1	LIMITS OF CONSTRUCTION-DOWNHILL
C2	LIMITS OF CONSTRUCTION-UPHILL

NOTES

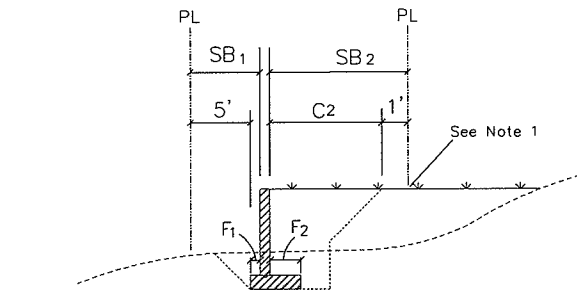
1. WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER IS REQUIRED TO FILL OR EXCAVATE OVER EXISTING PROPERTY LINES.
2. CONSTRUCTION LIMITS INDICATED ARE FOR INITIAL CONSTRUCTION; RECONSTRUCTION; OR MAINTENANCE OF THE STRUCTURE IN THE FUTURE.
3. REVIEW ZONING & BUILDING SETBACK REQUIREMENTS, DEFER TO WHICHEVER MAY BE GREATER.
4. MINIMUM SLOPE AND DISTANCE FROM THE STRUCTURE PER STATE BUILDING CODE MUST NOT BE VIOLATED.
5. REFER TO THE OSHA TECHNICAL MANUAL SECTION 5 CHAPTER 2 FOR SOIL TYPES AND SLOPE EXCAVATION TO DETERMINE THE LIMITS OF CONSTRUCTION.



SB1 = F1 + 5'
Downhill

RETAINING WALL
CUT SLOPE

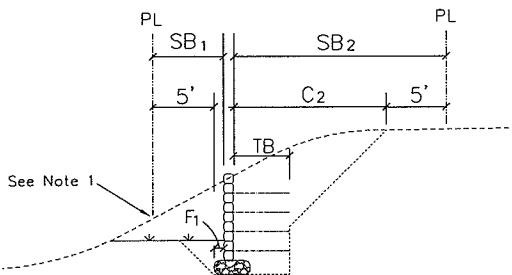
C2 = Limits of
Construction
See Note 5
SB2 = C + 5'
Uphill



SB1 = F1 + 5'
Downhill

RETAINING WALL
FILL SLOPE

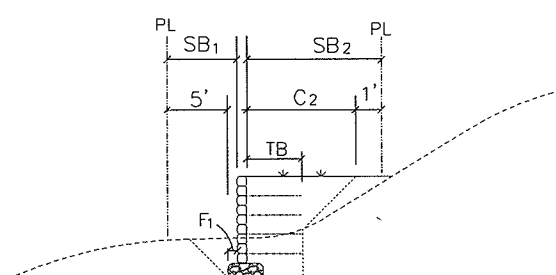
C2 = Limits of
Construction
See Note 5
SB2 = C + 5'
Uphill



SB1 = F1 + 5'
Downhill

BLOCK RETAINING WALL
CUT SLOPE

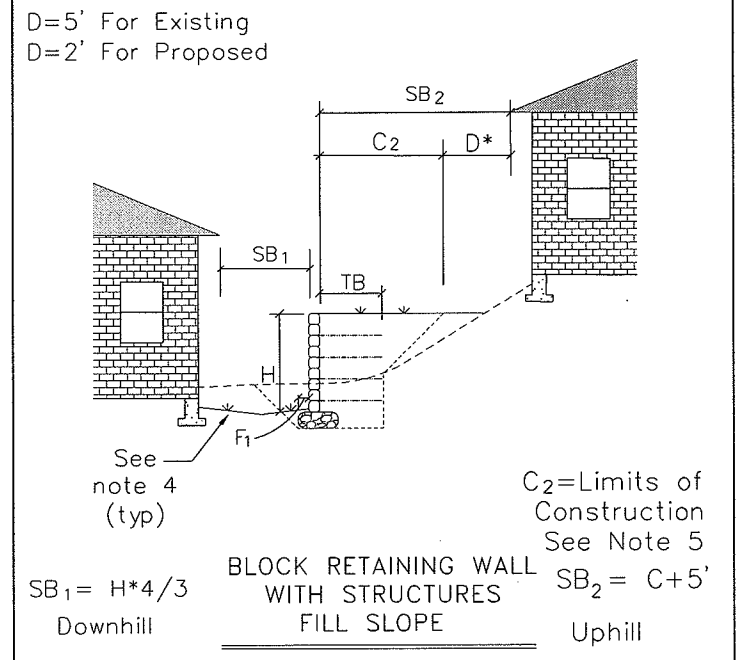
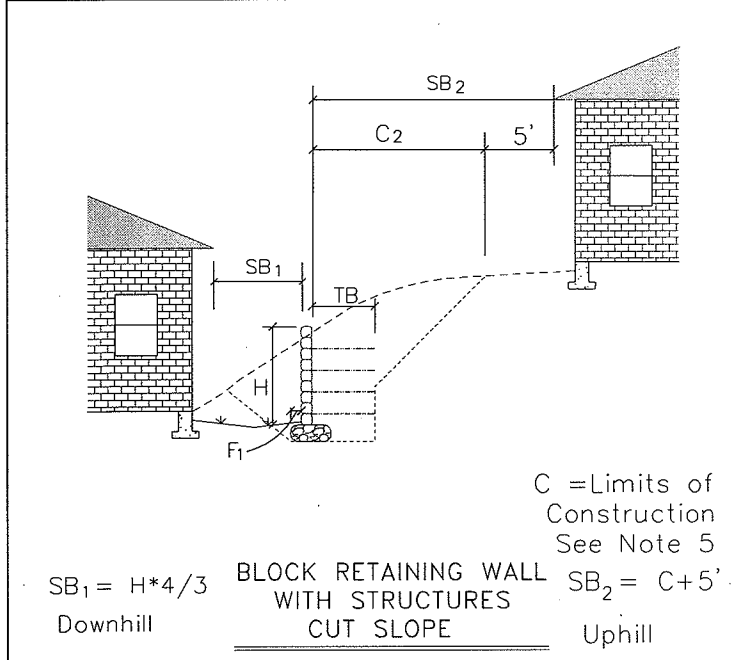
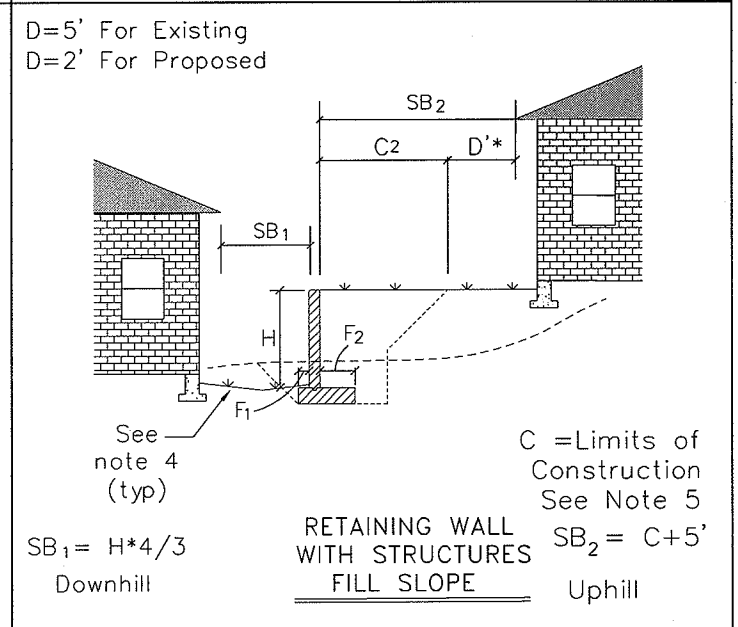
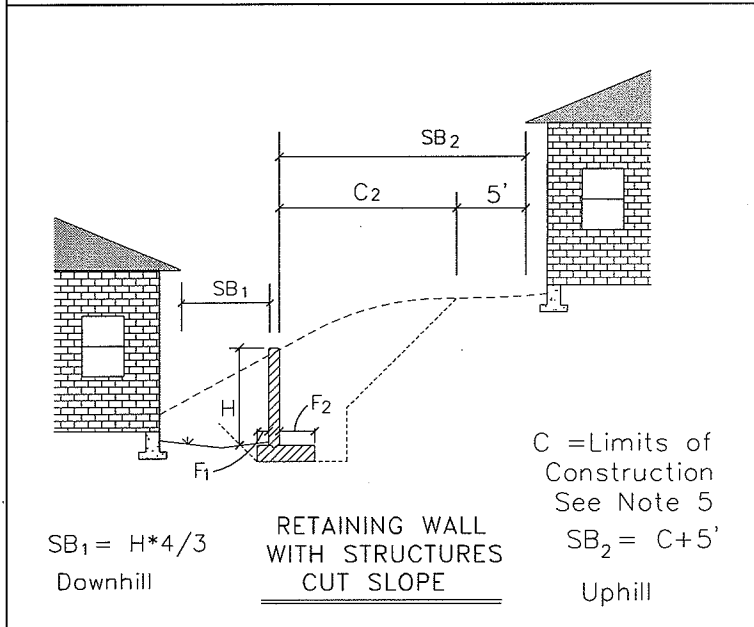
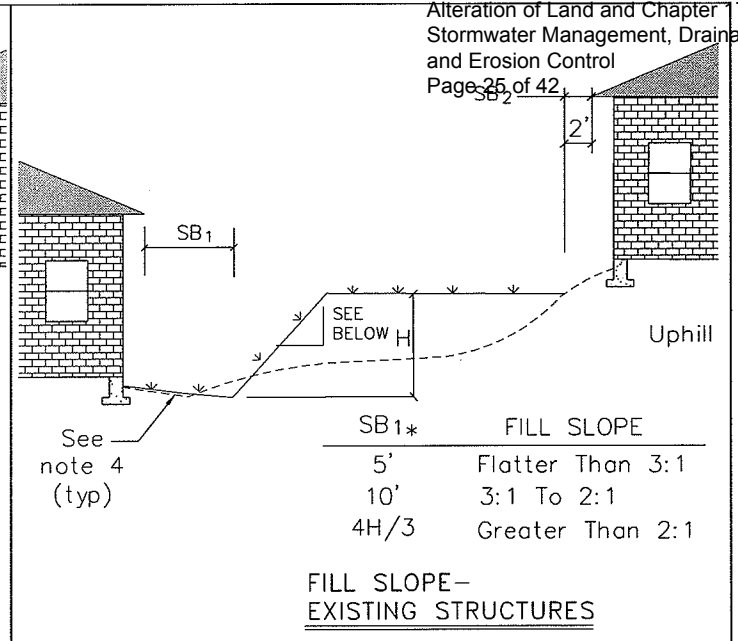
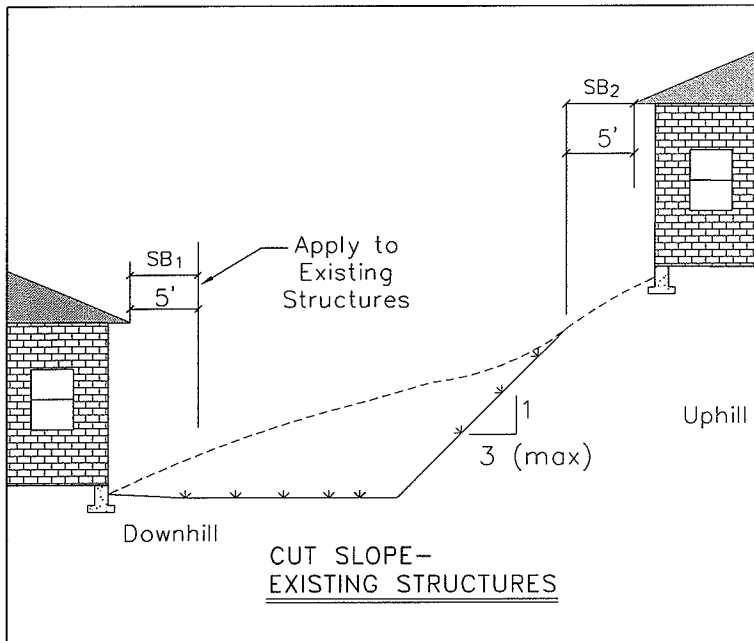
C2 = Limits of
Construction
See Note 5
SB2 = C + 5'
Uphill



SB1 = F1 + 5'
Downhill

BLOCK RETAINING WALL
FILL SLOPE

C2 = Limits of
Construction
See Note 5
SB2 = C + 5'
Uphill



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169.07 Grading Plan Specifications

(A) *Grading plan.* The applicant shall prepare a grading plan as follows:

- (1) *Site plan.* Site plan at a scale no smaller than one inch equals 50 feet, showing property lines; vicinity map; name of owner, developer and adjacent property owners.
- (2) *Existing grades.* Existing grades shall be shown with dashed line contours and proposed grades with solid line contours. Grading plans shall be required to show both the proposed grade and the undisturbed area. Contour intervals shall be a maximum of two feet. Spot elevations shall be indicated.
- (3) *Designation of grade.* Areas with 0 to 10%, 10 to 15%, 15 to 20% and more than 20% grade shall each be identified in a distinguishing manner.
- (4) *Identify land to be disturbed.* Land areas to be disturbed shall be clearly identified.
- (5) *Engineer/architect.* Seal of a registered engineer, architect, or landscape architect certifying that the plan complies with this chapter.
- (6) *Cuts and fills.* All cuts and fills, including height and slope, shall be clearly shown on the plan.
- (7) *Streets and rights-of-way.* Location and names of all existing or planned streets or rights-of-way within or adjacent to tract and location of all utilities and easements within or adjacent to the property shall all be indicated.
- (8) *Lot/building, etc. identification.* The proposed location of lots, buildings, streets, parking lots and parks, playgrounds or green space shall be indicated. Also to be indicated is any existing or proposed building within 100 feet of the site.
- (9) *Soil type.* Soil types shall be identified according to the Unified Soil Classification System.
- (10) *Natural features.* Location of natural features such as drainage ways, ponds, rock outcroppings, and tree cover. Indication of 100 year floodplains as defined by FEMA.
- (11) *Streets and drainage ways.* Profiles and cross sections for proposed streets and drainage ways.

(12) *Acreage/zoning.* Total acreage and zoning classification.

(13) *Surface water.* Provisions for collecting and discharging surface water.

(14) *Underground utilities.* Profiles and cross sections of streets, drainage systems, and underground utilities, if they are necessary to clarify the grading plan in terms of potential erosion or runoff, or if the grading on site has the potential of disturbing the utility line.

(15) *Treatment of slopes and benches.* The method of treatment for all slopes and benches shall be indicated.

(16) *Natural vegetation preservation.* Proposals for preserving natural vegetation and description of re-vegetation or other permanent erosion control strategy.

(17) *Runoff/sedimentation.* Specification of measures to control runoff and sedimentation during construction indicating what will be used such as straw bales, silt dams, brush check dams, lateral hillside ditches, catch basins, and the like.

(18) *Preliminary plat master build-out grading plan.* The applicant shall prepare a master grading plan to be followed during individual lot development to convey runoff to a public drainage easement or right of way. In addition to the requirements of 169.07 A, the following shall be required for individual lot drainage design:

- a. Identify lot lines and conceptual foot print of residence.
- b. Establish the minimum finish floor and grading adjacent to the residential structure in accordance with Chapter 173 Building Regulations and the Arkansas Fire Prevention Code.
- c. Indicate individual lot drainage with the use of spot elevations and flow arrows.
 - i. The minimum slope of the flow path from the top of curb, top bank, or approved drainage inlet to the high point of the final graded lot shall be at a minimum of 2% for grassed surfaces.

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ii. In general, drainage should be routed on the shortest practicable flow path to the public right of way or drainage easement.

d. Non structural grassed swales for rear lot drainage concentration is discouraged and shall not be installed in combination with a utility easement.

e. Utility Easements shall be graded and shaped in accordance with the master build-out grading plan during preliminary plat construction.

i. Provisions will be considered to accommodate positive drainage until build-out occurs.

(B) *Preliminary grade plan.* The preliminary grading plan shall include all the above items except (5), (7), (11), (13), and (14) above. In addition to the above items, the city may require a cross section through the property showing existing and proposed grades as part of the preliminary submission.

The following additional required information may be reported in text rather than shown on the grading plan.

(1) *Time schedule.* A time schedule indicating the anticipated starting and completion dates of the development sequence and time of exposure of each area prior to stabilization measures.

(2) *Description / fill material / compaction.* Description of quantity (in cubic yards), source, and composition of imported fill material and compaction specifications. Also note the quantity (in cubic yards) and destination of excavation materials to be removed from the site.

(3) *Dust.* Where excessive dust may become a problem, a plan for spraying water on heavily traveled dirt areas shall be addressed.

(4) *Soils engineering study.* The City Engineer may require a soil engineering study, or soil loss calculations if site conditions so warrant.

(Code 1991, §161.08; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, 8-18-98; Ord. No. 4855, 4-18-06)

169.08 Grading Plan Submittal

(A) *Preliminary grading plan.* A preliminary grading plan shall be submitted at the time of preliminary plat submission for subdivisions or plat submission for large scale development, whichever is applicable.

(B) *Final grading plan.* No subdivision may be finalized, nor large scale development plat approved before a final grading plan has been submitted to the City Engineer and approved. The final grading plan and the final plat of land located within the Hillside/Hilltop Overlay District shall have the following plat note stating: 'Property and lot owners of lands located within the Hillside/Hilltop Overlay District shall have foundation plans designed, approved and sealed by a professional architect or engineer.'

(C) A copy of the Stormwater Pollution Prevention Plan (SWPPP) is required to be submitted with the grading plan for sites one acre or larger.

(D) In cases where neither subdivision plat, nor LSD plat is applicable, proof of notification of adjacent property owners and grading plan must be submitted simultaneously with the application for a grading permit.

(Code 1991, §161.09; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4855, 4-18-06)

Cross reference(s)—Notification and Public Hearings, Ch. 157.

169.09 Minor Modifications

Finish grades shall be allowed no more than a 0.50 foot tolerance from the grading plan. However, the City Engineer may authorize in writing minor modifications so long as they do not alter the direction of run-off and otherwise comply with the intent of this chapter. When applicable, major modifications must be brought before the Subdivision Committee for their approval.

169.10 Approval

Approval of a grading plan is contingent on meeting all the requirements of this ordinance plus any set of varied requirements approved by the Planning Commission.

(Code 1991, §161.10; Ord. No. 3551, 6-4-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, 8-18-98)

169.11 Discovery Of Historic Resources

Whenever, during the conduct of grading any historical, pre-historical, or paleontological materials are discovered, grading shall cease and the City Engineer shall be notified.

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(Code 1991, §161.21; Ord. No. 3551, 6-4-91; Ord. No. 4100,
§2 (Ex. A), 6-16-98)

169.12 Certificate Of Occupancy

All re-vegetation and grading plan improvements shall be in place before a certificate of occupancy shall be issued. When a property owner has finished building construction but has yet to install plant material, said owner may apply for a temporary certificate of occupancy. In evaluating whether or not to grant a temporary certificate of occupancy, the ~~City Engineer Building Safety Division Director~~ shall consider weather conditions and temporary stabilization measures.

(Code 1991, §161.15; Ord. No. 3551, 6-4-91; Ord. No. 4100,
§2 (Ex. A), 6-16-98)

169.13 Owner Responsibility

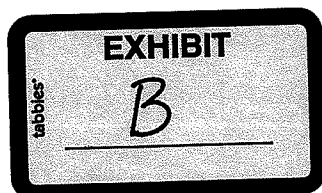
The property owner shall be responsible both for his or her employees and for all contractors and subcontractors from the onset of development until the property is fully stabilized. If property is transferred anytime between the onset of development and at the time it is fully stabilized, all responsibility and liability for meeting the terms of the chapter shall be likewise transferred to the new property owner.

(Code 1991, §161.16; Ord. No. 3551, 6-4-91; Ord. No. 4100,
§2 (Ex. A), 6-16-98)

169.14-169.99 Reserved

**TITLE XV UNIFIED DEVELOPMENT CODE
 CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND
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CHAPTER 170: STORMWATER MANAGEMENT, DRAINAGE AND EROSION CONTROL

170.01 Intent

(A) *Intent.* It is the intent of this chapter to protect, maintain, and enhance the health, safety, and general welfare of the citizens of the City of Fayetteville by:

- (1) Preventing increases in the magnitude and frequency of stormwater runoff to prevent increases in flood flows and associated hazards and costs.
- (2) Controlling soil erosion and sedimentation to minimize soil deposition in streams and other receiving water bodies and storm drainage systems.
- (3) Requiring surface and stormwater management practices that comply with requirements of this chapter.
- (4) Promoting the development of stormwater facilities that are aesthetically desirable.

(B) *Findings of fact.* The City Council finds that uncontrolled stormwater runoff from developed land adversely affects the public health, safety and welfare because:

- (1) *Impervious surfaces runoff.* Impervious surfaces increase the quantity and velocity of surface runoff, which reduces permeation of water through soil and increases erosion and flooding.
- (2) *Collection and conveyance of stormwater.* Improper stormwater collection and conveyance adversely affects property and increases the incidence and severity of flooding, which can endanger property and human life.
- (3) *Erosion.* Increased erosion leads to sedimentation in stormwater management systems, which decreases the system's capacity.
- (4) *Future problems.* Many future problems can be avoided if land is developed in accordance with sound stormwater runoff management practices.

(Code 1991, §163.03; Ord. No. 3895, 1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4855, 4-18-06; Ord. 4920, 9-05-06)

170.02 Adoption Of Drainage Criteria Manual

The City Council hereby adopts by reference the *Drainage Criteria Manual*, prepared for the City of Fayetteville, and adopted by Ordinance No. 3895 of the City of Fayetteville, and as may be amended from time to time. All technical procedures and design standards contained therein shall have the same force and effect as if printed word for word in this chapter.

(Code 1991, §163.03; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 09-05-06)

170.03 Permits Required

(A) *Applicability.* This chapter shall apply to all land within the corporate limits of the City of Fayetteville. No person may subdivide and develop, change to a more intensive land use, construct or reconstruct a structure, or change the size of a structure, or conduct grading, clearing, or filling activities without first obtaining a stormwater management, drainage and erosion control permit (hereinafter referred to as a "drainage permit") from the city, except as specified in §170.03(C) and §170.03 (D) below.

(B) *Permit application.* Any application for a drainage permit shall be submitted according to §170.05 below, and shall be submitted concurrently with the application for a grading permit, if such grading permit is required by § 169.03. The drainage permit applications shall include at the time of submission the calculations required by §170.05(B)(7). The application also shall state whether or not detention is required, and shall provide the basis for that conclusion, utilizing the performance criteria set forth in §170.07 below. The City Engineer shall make the final determination regarding detention.

(C) *Project not requiring detention.* Any project that requires a drainage permit that does not require detention may receive, with the approval of the City Engineer, a grading permit prior to issuance of the drainage permit. Any grading permit issued prior to the issuance of a required drainage permit shall be subject to the following:

- (1) *Insufficient or incomplete drainage permit application.* If the drainage permit application, including the required calculations, is determined by the City Fayetteville Code of Ordinances Engineer to be insufficient or incomplete, it shall be revised and resubmitted by the applicant

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within four (4) weeks of receipt of applicant
 within four (4) weeks of receipt of written
 notice of insufficiency or incompleteness.

- (2) *Deadline for the revised application.* A stop work order for all grading on the project shall be issued by the City Engineer if a revised application is not submitted within four (4) weeks of receipt by applicant of the written notice of insufficiency or incompleteness. However, the City Engineer may delay issuance of the stop work order if the City Engineer determines that the applicant has demonstrated prior to the deadline that circumstances not reasonably foreseeable and beyond the applicant's reasonable control prevented his timely resubmission of a sufficient and complete revised drainage permit application.

- (3) *Insufficient or incomplete revised application.* A stop work order for all grading on the project shall be issued by the City Engineer if the revised application is determined by the City Engineer to be still insufficient or incomplete.

- (4) *Stabilization and revegetation after stop work order.* If a stop work order is issued pursuant to §170.03 (C) (3), the applicant shall stabilize and revegetate all graded and otherwise disturbed areas as set forth in §169.06(F)(6) and §169.04(B).

- (5) *Termination of stop work order.* Any stop work order issued pursuant to §170.03 (C) (2) or §170.03 (C) (3), shall expire upon the issuance of a drainage permit and compliance with any conditions contained in the drainage permit.

- (D) *Exceptions where no drainage permit is required.* Drainage permits are not required for the following:

- (1) *Single family/duplex.* One single-family residence or duplex. A drainage permit is not required. See Section 170.12 for building permit submittal requirements.
- (2) *Commercial/industrial.* One commercial or industrial project built on an individual lot that is part of a larger subdivision that has been issued an approved drainage control permit when the proposed project is demonstrated to be in compliance with the overall subdivision drainage permit.
- (3) *Existing commercial/industrial.* Existing commercial and industrial structure where additional structural improvements are less than 2,000 square feet.

- (4) *Maintenance.* Maintenance or clearing activity that does not change or affect the quality, rate, volume, or location of stormwater flows on the site, or runoff from the site.

- (5) *Agriculture.* Bona fide agricultural pursuits, for which a soil conservation plan has been approved by the local Soil and Water Conservation District.

- (6) *Emergency.* Action taken under emergency conditions either to prevent imminent harm or danger to persons, or to protect property from imminent danger of fire, violent storms, or other hazards.

- (E) *Compliance with chapter provisions.* Although a specific permit is not required for these particular circumstances, this exception does not exempt the owner/developer/builder from complying with the pollution prevention and erosion and sediment control provisions of this chapter.

- (F) *Status of previous approvals.* Projects with unexpired permits approved and all preliminary plans approved by the City Engineer prior to June 20, 1995, shall meet only the requirements in effect when the permit was approved.

Code 1991, §163.06, Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2, 6-16-98; Ord. No. 4314, 5-15-01; Ord. 4920, 9-05-06.

170.04 Drainage Permit Conditions

Each permit issued shall be subject to the following conditions.

- (A) *Area.* The development, including associated construction, shall be conducted only within the area specified in the approved permit.
- (B) *Execution.* Activities requiring a stormwater management, drainage, and erosion control permit shall not commence until the construction drainage permit is approved. The approved construction drainage permit shall be on file with the city and a copy on file with the contractor for review and inspection upon request.
- (C) *Inspections.* A schedule of inspections to be carried out during the construction phase of permitting shall be established as conditions to the permit.
- (D) *Duration.*
- (1) Unless revoked or otherwise modified, the duration of a construction drainage permit issued pursuant to this chapter shall be one year.

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- (2) If the permitted project discharge structure is not completed prior to expiration, the construction drainage permit duration can be extended to cover the project duration, subject to approval of the City Engineer.
- (E) *Maintenance.* Maintenance activities, as specified in the approved maintenance plan, shall be executed routinely, with scheduled reporting to the City Engineer.
- (F) *Modifications.* If the activity authorized by the permit is not completed according to the approved schedule and permit conditions, the City Engineer shall be notified. For revisions resulting in a schedule extension of more than 30 days, or if deviations from the permit conditions are expected to occur, approval of a permit modification is required by the City Engineer.
- (G) *Transfer.* No transfer, assignment, or sale of the rights granted by virtue of an approved permit shall be made without prior written approval from the City Engineer.
- (H) *Special.* Any additional special conditions, as deemed appropriate by the City Engineer, shall be established to address specific project needs or circumstances.

(Code 1991, §163.05; Ord. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 9-05-06)

170.05 Drainage Permit Application

A storm water management, drainage, and erosion control permit application shall be submitted to the City Engineer using appropriate forms as provided by the city. A permit application shall contain sufficient information and plans to allow the City Engineer to determine whether the project complies with the requirements of this chapter. The specific items to be submitted for a permit application shall be in the form and follow the procedures as described in the *Drainage Criteria Manual, Section 1, Drainage Report Checklist*. Submittal information and plans shall include, but not be limited to the following:

- (A) *Applicant identification.* Applicant information, including the name, address, email, and telephone number of the owner and developer, and proof of ownership of the property to be permitted. In addition, the legal description of the property shall be provided, and its location with reference to such landmarks as major water bodies.
- (B) *Plan.* Stormwater management, drainage and erosion control plan, shall include, but not be limited to the following:
 - (1) *Aerial photograph.* Aerial photograph, if available, of the project vicinity, covering the

project area and the total lands that contribute runoff.

- (2) *Topographic map.* Topographic map of the project area showing the location and elevation of benchmarks, including at least one benchmark for each control structure.
- (3) *Land use map.* Land use map showing both current and proposed conditions for the drainage area that contributes runoff.
- (4) *Soils and vegetation map.* Soils and vegetation map displaying the most recent U.S. Soil Conservation Service information and encompassing both the project area and the drainage area that contributes runoff.
- (5) *Grading, drainage, paving, building drawings.* Proposed grading, drainage, paving, and building drawing(s) showing details of proposed grading, drainage, paving, and buildings.
- (6) *Erosion and sediment control drawings.* Erosion and sediment control drawing(s) and specifications identifying the type, location, and schedule for implementing erosion and sediment control measures, including appropriate provisions for maintenance and disposition of temporary measures.
- (7) *Technical report.* Technical report, prepared by a registered professional engineer, describing the assumptions, calculations, and procedures used for determining compliance with the performance criteria established by this chapter.
- (8) *Maintenance report.* Maintenance report (text and drawings), prepared by a registered professional engineer, describing the activities and schedule required to operate and maintain the permitted facilities until accepted by the city.

(Code 1991, §163.06; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4855, 4-18-06; Ord. 4920, 9-05-06)

170.06 Submission, Review, And Approval Of Plans

- (A) *General.* The stormwater management, drainage, and erosion control plans shall be prepared by the engineer of record, who is a licensed professional engineer of the State of Arkansas.
- (B) *Pre-preliminary drainage plan and review.* A pre-preliminary stormwater management, drainage, and erosion control plan review with the engineering staff is suggested before platting, re-

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plats, lot splits, building permits, and/or development improvements begin for the purpose of overall general drainage concept review.

- (C) *Preliminary stormwater and drainage plan.* Preliminary stormwater management, drainage, and erosion control plans and accompanying information as described in the *Drainage Criteria Manual* shall be submitted at the time of the preliminary plat, replat, lot split, building permit, site improvement plan, large scale development, and/or development improvements are submitted. If needed, a review meeting will be scheduled by the City Engineer with a representative of the developer, including the engineer, to review the overall concepts included in the preliminary stormwater management, drainage, and erosion control plan. The purpose of this review shall be to jointly agree upon an overall stormwater management concept for the proposed development and to review criteria and design parameters that shall apply to final design of the project.

- (D) *Final stormwater management, drainage, and erosion control plan.* Following the preliminary stormwater management, drainage, and erosion control plan review, the final stormwater management drainage, and erosion control plan shall be prepared for each phase of the proposed project as each phase is developed. The final plan shall constitute a refinement of the concepts approved in the preliminary stormwater, drainage, and erosion control plan, with preparation and submittal of detailed information as required in the *Drainage Criteria Manual*. This plan shall be submitted at the time construction drawings are submitted for approval.

- (E) *Review and approval of final stormwater management, drainage, and erosion control plans.* Final stormwater management, drainage, and erosion control plans shall be reviewed by the City Engineer. If it is determined according to present engineering practice that the proposed development will provide control of stormwater runoff in accordance with the purposes, design criteria, and performance standards of these regulations and will not be detrimental to the public health, safety, and general welfare, the City Engineer shall approve the plan or conditionally approve the plan, setting forth the conditions thereof.

- (F) *Off-site improvements.* If it is determined that offsite drainage improvements are required, and that such specific off-site drainage improvements are consistent with the city's current and established priorities, then cost sharing will be in accordance with "Required Off-site Improvements." If the city is unable, or unwilling,

to contribute its share of the off-site costs, the developer shall have the option of:

- (1) *Developer's expense.* Building the off-site improvements at his/her own expense;
- (2) *Detention.* Providing detention so as to match downstream capacities; or
- (3) *Delay project.* Delaying the project until the city is able, or willing, to share in the off-site costs.

(Code 1991, §163.01, Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 9-05-06)

170.07 Performance Criteria

- (A) *Storm water management, drainage, and erosion control plan.* Stormwater management, drainage, and erosion control plans shall be prepared in accordance with performance standards that have been structured to achieve the purposes and objectives of this chapter as well as to ensure that the quality and quantity of runoff after development is not substantially altered from predevelopment conditions.

- (B) *Performance criteria.* Except as otherwise provided in this chapter, a development must be designed, constructed, operated, and maintained to comply with the following performance criteria:

- (1) *Flood Damage Prevention Code.* Provisions for floodplain management criteria shall be consistent with those contained in Chapter 168, the Flood Damage Prevention Code.
- (2) *Peak discharge.* The post-development peak rate of surface discharge must not exceed the existing discharge for the 100 year, 24 hour storm, the 10 year, 24 hour storm, and the 2 year, 24 hour storm, unless other discharge limits are deemed applicable for a specific site by the City Engineer.
- (3) *Low Impact Development.* Use of Low Impact Development design strategies, as described in Chapter 179, to attenuate lesser storms and more closely mimic predevelopment hydrology is encouraged.
- (4) *Direct Discharge.* Direct Discharge of a pipe into streams and/or floodways is not allowed. A stilling basin or other structure that will collect sediment, trash, etc and that will reduce the likelihood of erosion in the receiving stream due to discharge from the pipe shall be installed at pipe discharges into streams and/or floodways.

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(5) *Erosion and channel stability.* All stormwater management systems shall be evaluated based on their ability to prevent erosion and sedimentation of the receiving waters and adverse impacts on the site's natural systems. The design engineer shall consider the on-site and downstream effects of the peak discharges and shall design both the permanent and the construction phase of the stormwater management system in a manner that will not increase flooding, channel instability, or erosion downstream when considered in aggregate with other developed properties and downstream drainage capacities.

(6) *Drainage into wetlands and floodways.* Areas defined as "wetlands" and "floodways" by the appropriate federal agencies shall be protected from adverse changes in runoff quantity and quality from associated land development.

(7) *Drainage Criteria Manual.* The technical procedures and design standards contained in the *Drainage Criteria Manual*, prepared for the City of Fayetteville, and adopted by this chapter and as may be amended from time to time, shall be used for guidance to determine compliance with the performance criteria established by this chapter.

(Code 1991, §163.08; Ord. No. 3897, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4227, 9-05-06)

170.08 Maintenance Responsibility

(A) *Dedication.* Those stormwater management systems approved in compliance with this chapter that will function as an integral part of the stormwater management conveyance system maintained by the city shall be dedicated to the city. All areas and/or structures to be dedicated to the city must be dedicated by plat or separate instrument and accepted by formal letter from the City Engineer.

(B) *Perpetual Inspections and Maintenance Agreements.* The City shall require a Stormwater Management Practices Maintenance Agreement, for systems not dedicated to the City, of all entities for stormwater management conveyance systems and structures in the stormwater management plan for their proposed development. The City shall require the following set of documents and agreements prior to stormwater systems and structures approval:

(1) *Agreement of Maintenance Responsibility.* The owner of the property on which the stormwater systems structures have been installed shall agree to undergo ongoing

inspections, and document maintenance and repair needs.

(2) *Agreement to Maintain Stormwater Systems and Structures.* The owner of the property on which stormwater systems and structures have been installed shall agree to maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sedimentation controls, and other protective devices.

(C) *Approved Entities for Perpetual Maintenance Agreements.* All stormwater management structures or systems accepted as dedications by the city shall be maintained by the city. All systems not approved in compliance with this chapter but not dedicated to the City shall have adequate easements to permit the city to inspect and, if necessary to take corrective action should the responsible entity fail to properly maintain the system. Maintenance of all other stormwater management structures and systems approved in compliance with this chapter and not dedicated to the City shall be accomplished by the legal entity responsible for maintenance, which may include an approved entity as identified in the following:

(1) *Local government.* A county, municipality, municipal service taxing unit, special district, or other appropriate governmental unit;

(1) *Special districts and public entities.* An active water control district, a drainage district, public utility, or a special assessment district;

(3) *State or federal agency.* An appropriate state or federal agency;

(4) *Public entity.* An officially franchised, licensed, or approved communication, water, sewer, electrical, stormwater, or other public utility;

(2) *Developer or property owner.* A developer or property owner who provides a bond or other assurance of continued financial capability to operate and maintain stormwater management systems and who executes a legal Stormwater Management Practices Maintenance Agreement with the City; or,

(3) *Property owner association.* Property owner associations able to comply with the following provisions:

(a) The association provides a binding legal Stormwater Management Practices Maintenance Agreement instrument through which it assumes full responsibility for stormwater

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management systems operation and maintenance.

- (b) The association has sufficient powers to operate and maintain the stormwater management system, establish rules, assess members, contract for services, exist perpetually and, if dissolved, to provide alternative operation and maintenance services.

- (c) The association can provide a bond or other assurances of financial capability to operate and maintain services.

(D) *Maintenance Inspections.* As part of the construction permit approval process, a construction inspection schedule shall be established to address critical project milestones. Under the approved inspection schedule, no work shall proceed until the City Engineer inspects and authorizes work to proceed beyond each schedule milestone. Any portion of the work that does not comply with the permit conditions shall be specified in writing by the City Engineer and promptly corrected by the responsible entity. For approved entities maintaining stormwater management systems not dedicated to the city, periodic inspections by the city to ensure continued maintenance of the stormwater management system after construction is complete will be established as conditions to the operation of the stormwater management system. All privately owned stormwater management facilities shall be inspected near the end of the first year of operation by the party designated in the Stormwater Management Practices Agreement. A subsequent inspection shall be performed at the end of the fourth year to ensure functionality and compliance. Inspection reports shall be submitted to and maintained by the City Engineer for all stormwater systems and structures. Inspection reports for stormwater systems and structures shall include:

- (1) The date of the inspection;
- (2) The name of the inspector;
- (3) The condition of:
 - (a) Pretreatment devices.
 - (b) Vegetation or filter media
 - (c) Spillways, valves, or other control structures.

- (d) Embankments, slopes or safety benches.

- (e) Inlet and outlet channels and structures.

- (f) Sediment and debris accumulation in storage and forebay areas.

- (g) Underground drainage.

- (h) Provide cross sectional data showing the existing capacity of the detention pond for comparison to the minimum designed capacity in the approved final drainage report. Cross sectional data shall be at the end of the fourth year. If the designed capacity is not available the owner shall reestablish the original approved volume in the final drainage report.

- (i) Any other item that could affect the proper function of the stormwater structures or systems.

- (4) Description of the needed maintenance.

- (5) Description of maintenance activities undertaken.

After the 2nd Inspection Report is received, the City Engineer will make a determination whether subsequent Inspection Reports will be required to be submitted based upon the stabilization of the site and the condition of the stormwater systems.

- (E) *Right-of-Entry for Inspection.* The Stormwater Management Maintenance Agreement shall provide for the City Engineer or designee to enter the property at reasonable times and in a reasonable manner for the purpose of inspecting stormwater systems and structures.

- (F) *Failure to Maintain.* If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement the City shall give written notice requesting corrective action. If the conditions described in the Failure to Maintain notice are not corrected within 10 days after such notice is given, the mayor, or his duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described, in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for such costs.

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(1) **Enforcement of the Lien.** The lien herein provided for may be enforced and collected in either one of the following manners:

(a) The lien may be enforced at any time within 18 months after work has been done, by an action in circuit court; or

(b) The amount of the lien herein provided may be determined at a hearing before the City Council held after 30 days written notice by certified mail to the owner or owners of the property, if the name and whereabouts of the owner or owners be known, and if the name of the owner or owners cannot be determined, then only after publication of notice of such hearing in a newspaper having a bona fide circulation in Washington County for one insertion per week for four consecutive weeks; the determination of the City Council shall be subject to appeal by the property owner in circuit court; and the amount so determined at said hearing, plus ten percent penalty for collection, shall be by the City Council certified to the tax collector of the county, and by him placed on the tax books as delinquent taxes, and collected accordingly, and the amount, less three percent thereof, when so collected shall be paid to the city by the county tax collector.

(c) In case the owner of any lot or other real property is unknown or his whereabouts is not known or he is a nonresident of this state, then a copy of the written notice hereinabove referred to shall be posted upon the premises and before any action to enforce such lien shall be had, the City Clerk shall make an affidavit setting out the facts as to unknown address or whereabouts or non-residence, and thereupon service of the publication as now provided for by law against nonresident defendants may be had, and an attorney ad litem may be appointed to notify the defendant by registered letter addressed to his last known place of residence if same can be found.

(G) **Removal and modification of Stormwater Systems and Structures.** Stormwater systems and structures may only be modified or removed with the approval of the City Engineer, who shall determine the whether the stormwater system or structure does not function as a part of the stormwater management system. The applicant may be required to provide supporting data and

calculations that justify the removal of the stormwater systems or structures.

(Code 1991, §163.09; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 9-05-06)

Cross reference(s)--Enforcement, Ch., 153; Appeals, Ch. 155, Variances, Ch. 156; Bonds and Guarantees, Ch. 158; Fees, Ch. 159.

170.09 Drainage Permit Processing

Procedure for processing of permit applications shall be as follows:

(A) **Application.** Stormwater management, drainage, and erosion control permit applications shall be submitted to the city for review, processing, and approval. Applicants may schedule a pre-application conference with the city to discuss a proposed project before submitting the application.

(B) **Fee.** A non-refundable permit application fee shall be paid when the application is submitted to help cover the cost of the plan review, administration and management of the permitting process and inspection of project implementation and operation.

(C) **Issuance.** If the City Engineer determines that the permit application submittal is in compliance with all provisions of this chapter, a permit may be issued. If the City Engineer determines that the permit submittal does not conform with all provisions of this chapter, permit issuance shall be denied and a written statement as to the reasons for the denial shall be provided to the applicant.

(Code 1991, §163.10; Ord. No. 3895, §1, 6-20-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4920, 9-05-06)

170.10 Stormwater Discharges From Construction Activities

(A) **General Requirements for Construction Sites.**

(1) **Construction Site.** A construction site is a site with activity that would result in the creation of a new stormwater management system, including the building, assembling, expansion, modification, or alteration of the existing contours of the property; the erection of buildings or other structures, any part thereof; or land clearing.

(2) **Owner Responsibility.** The owner of a site of construction activity shall be responsible for compliance with the requirements of this chapter.

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- (3) *Erosion And Sediment Control.* Best Management Practices (BMPs) shall be implemented to prevent the release of airborne dust and waterborne sediment from construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed and construction site entrances shall be managed to prevent sediment tracking. Streets and storm inlets must be kept clean at all times and free of loose rock, mud, debris and trash. Specific inlet protection measures may be necessary, as long as they do not interfere with vehicular traffic. Mud on streets must be physically removed and not washed into inlets.
- (a) ~~1&2 Family Residential and Sites under One Acre.~~ All residential lots must maintain properly installed erosion and sediment control measures (silt fences, hay bales, erosion control blankets, etc.) from the beginning of construction until slope stabilization and/or vegetation is established in order to prevent silt and sediment from going offsite or into the street. Erosion control measures may be temporarily moved out of the way for excavation and other grading activities, but must be replaced or modified within 24 hours.
- (4) ~~All Other Construction Sites Requiring Storm Water Pollution Prevention Plans.~~ Erosion and sediment control systems must be installed and maintained per a state approved Storm Water Pollution Prevention Plan before the beginning of construction and until slope stabilization and/or vegetation is established. For sites between 1 and 5 acres, the SWPPP must be onsite at all times. For sites over 5 acres, the NOI and the SWPPP must be onsite at all times.
- (5) ~~Construction Exits Entrances.~~ If driveways and approaches are not poured within 3 working days of pouring the foundation, then A stabilized rock exit is required on construction sites. Rock entry exits must be at least 20' wide by 20' long (1 & 2 family residential) or 50' long (all other construction sites) by 6" thick stabilized rock having a minimum average diameter of 3". If there is an existing curb, loose material such as fill dirt or gravel shall not be used to ramp up to it from the street. Temporary wooden ramps in front of curbs are acceptable.
- (6) *Concrete Truck Wash Areas.* No washing of concrete trucks or chutes is allowed except in specific concrete wash pits located onsite. Proper runoff and erosion controls must be in place to retain all concrete wash water.
- (7) *Dewatering.* All rainwater pumped out of sumps and depressions on construction sites should be clear and free of sediment, and must discharge to a sedimentation pond, sediment bag, or settling tank in such a manner as to not cause additional erosion problems.
- (8) *Storage of Materials.* Public streets and sidewalks shall not be used for temporary storage of any containers or construction materials. Especially loose gravel and topsoil. In addition to on-street storage being a violation of this chapter, all liability for any accidents and/or damages due to such storage will be the responsibility of the owner of the stored materials.
- (9) ~~Dirt and Topsoil Storage.~~ All uncovered soil or dirt storage piles should be located more than 25 feet from a roadway or drainage channel. If these piles remain for 15 or more days, then their surfaces must be stabilized. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by appropriately installed erosion control devices such as silt fences or straw bales. Dirt or soil storage piles located less than 25 feet from the road and in place for 15 or more days must be covered with tarps or other control. If the piles will be in place for less than 15 days, then their perimeters must be surrounded by silt fence or straw bales. Storm drain inlets must be protected from potential erosion from near-street storage piles by silt fence or other appropriate barriers.
- Dirt and Topsoil Storage.* All storage piles of soil, dirt or other building materials (e.g. sand) shall be located more than 25 feet from a roadway, drainage channel or stream (from top of bank), wetland, and stormwater facility. The City Engineer may also require storage piles to be located up to fifty (50) feet from a drainage channel or stream, as measured from the top of the bank to the stockpile, for established TMDL water bodies; streams listed on the State 303(d) list; an Extraordinary Resource Water, Ecologically Sensitive Waterbody, and/or Natural and Scenic Waterbody, as defined by Arkansas Pollution Control and Ecology Commission Regulation No. 2; and/or any other uses at the discretion of the City Engineer.
- Topsoil piles surfaces must be immediately stabilized with appropriate stabilization measures. Stabilization practices may include: temporary seeding (i.e. annual rye or other suitable grass), mulching, and other

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appropriate measures. Sediment control measures such as silt fence shall be provided immediately for stockpiles and remain in place until other stabilization is in place. Storm drain inlets must be protected from potential sedimentation from storage piles by silt fence or other appropriate barriers.

(10) *Franchise and Private Utilities.* The property owner or main contractor onsite will be responsible for restoring all erosion and sediment control systems and public infrastructure damaged or disturbed by underground private or franchise utility construction such as water and sewer service leads, telephone, gas, cable, etc. Erosion and sediment control systems must be immediately restored after each utility construction.

(11) *Post-Construction Compliance.* Upon completion of permitted construction activity on any site, the property owner and subsequent property owners will be responsible for continued compliance with the requirements of this chapter during the course of maintenance, reconstruction, or any other construction activity on the site.

(B) *Construction Sites Requiring an Approved Stormwater Pollution Prevention Plan (SWPPP) SWP3.* For all construction sites where construction on a site will disturb soil or remove vegetation on one (1) or more acres of land during the life of the construction project, a Stormwater Pollution Prevention Plan (SWPPP) for the project must be implemented by the construction site owner as follows:

(1) The site owner/developer/builder bears the responsibility for implementation of the SWPPP SWP3 and notification of all contractors and utility agencies on the site.

(C) *Stormwater Pollution Prevention Plans.* Preparation and implementation of Stormwater Pollution Prevention Plans for construction activity shall comply with the following:

(1) Implementation

(a) *Installation and Maintenance.* BMPs shall be installed and maintained by qualified persons. The owner/developer/builder or their representative shall be able to provide upon the City Engineer's request a copy of the SWPPP SWP3 on site and shall be prepared to respond to unforeseen maintenance requirements of specific BMPs.

(b) *Inspection.* The owner/developer/builder or their representative shall inspect all BMP's at least once every 14 days and within 24 hours after a rainfall of one half of an inch or more as measured at the site or generally reported in the Fayetteville area.

A qualified inspector (provided by the owner/developer/builder) shall inspect disturbed areas of the construction site and areas used for storage of materials that are exposed to precipitation that have been finally stabilized, and locations where vehicles enter or exit the site. BMPs must be observed to ensure proper operation. Inspectors must inspect for evidence of, or the potential for, pollutants entering the stormwater conveyance system. Discharge locations must be inspected to determine whether BMPs are effective in preventing significant impacts to waters of the State, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. The inspections must be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater as measured at the site or generally reported in the vicinity of the site. A rain gauge must be maintained on-site.

A report shall be prepared for each inspection summarizing the scope of the inspection; name(s); title(s) and qualifications of personnel making the inspection; the date of the inspection; amount of rainfall and days since last rain event, BMPs on-site; observations relating to whether BMPs are in working order and whether maintenance is required (when scheduled and completed); the locations and dates when major construction activities begin, occur, or cease; and the signature of the inspector. The reports shall be retained as part of the stormwater pollution prevention plan for at least three (3) years from the date the site is finally stabilized and shall be made available upon request to the City.

(c) *Modifications.* Based on inspections performed by the owner/developer/builder or by authorized City personnel, modifications to the SWPPP SWP3 will

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be necessary if at any time the specified BMPs do not meet the objectives of this chapter. In this case, the owner/developer/builder or authorized representative shall meet with authorized City personnel to determine the appropriate modifications. All modifications shall be completed within seven (7) days of the referenced inspection, except in circumstances necessitating more timely attention, and shall be recorded on the owner's copy of the SWPPP SWP3.

(D) *Requirements for Utility Construction*

- (1) Utility agencies shall be responsible for compliance with the requirements this chapter.
- (2) Utility agencies shall develop and implement Best Management Practices (BMPs) to prevent the discharge of pollutants on any site of utility construction within the City. In addition, the City may adopt and impose BMPs on utility construction activity.
- (3) Utility agencies shall implement BMPs to prevent the release of sediment from utility construction sites. Disturbed areas shall be minimized, disturbed soil shall be managed, and construction site entrances shall be managed to prevent sediment tracking. Excessive sediment tracked onto public streets shall be removed immediately.
- (4) Prior to entering a construction site of subdivision development, utility agencies shall have obtained from the owner a copy of any SWPPPs SWP3 for the project. Any disturbance to BMPs resulting from utility construction shall be repaired immediately by the utility company in compliance with the SWPPP SWP3.

(Ord. 4920, 9-05-06)

170.11 Preliminary Plat, Lot Requirements

- (A) *Preliminary Plats.* Preliminary Plats shall include a master drainage plan for each lot related to the proposed infrastructure and adjacent lots.
- (B) *Preliminary Plats for Residential Subdivisions.* Preliminary Plats for residential subdivisions shall provide detailed drainage information including flow arrows and design spot elevations including the proposed finish floor elevation meeting the Arkansas Fire Prevention Code for building safety regulations for positive drainage of each lot.

(C) *Rear lot drainage easements.* Rear lot drainage easements for nonstructural grassed swales shall not overlap utility easements with above ground structures, ie, electric transformers, gas meters, communication junctions, etc.

(D) *Final Plat.* The Final Plat shall include the approved master drainage plan to be filed as a supplemental document. The scale shall be legible and approved by the City Engineer.

170.12 1 & 2 Family Residential Requirements

(A) *1&2 Family Residential and Sites under One Acre.* All residential lots must maintain properly installed erosion and sediment control measures from the beginning of construction until slope stabilization and/or vegetation is established in order to prevent silt and sediment from going offsite or into the street.

(B) A building permit application shall contain sufficient site drainage information to determine whether the project complies with the requirements of this chapter.

(C) If the Final Plat of the Subdivision, in which the proposed building is located, includes an approved master drainage plan, this plan shall be included in the building permit application and the individual lot drainage plan shall follow the master drainage plan.

170.13 40 Stormwater Pollution Prevention

(A) *Prohibitions*

- (1) Illicit discharges are prohibited. An illicit discharge is a storm drain that has measurable flow containing pollutants and/or pathogens. No person shall discharge anything but uncontaminated stormwater, into the storm drainage system. Common stormwater contaminants include trash, yard waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste and sediment.
- (2) Illicit connections are prohibited. Illicit connections are any drain or conveyance which allows an illicit discharge to enter the storm drainage system. This prohibition includes illicit connections made in the past, regardless of whether the connection was permissible at the time of connection.
- (3) No person shall connect a line conveying sanitary sewage, domestic sewage or

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industrial waste, to the storm drainage system, or allow such a connection to continue.

(B) *Exemptions.* The following non-stormwater discharges are acceptable and not a violation of this chapter:

- (1) A discharge authorized by an NPDES permit other than the NPDES permit for discharges from the MS4;
- (2) Uncontaminated waterline flushing and other infrequent discharges from potable water sources;
- (3) Infrequent uncontaminated discharge from landscape irrigation or lawn watering;
- (4) Discharge from the occasional non-commercial washing of vehicles within zoned residential areas;
- (5) Uncontaminated discharge from foundation, footing or crawl space drains, sump pumps and air conditioning condensation drains;
- (6) Uncontaminated groundwater;
- (7) Diverted stream flows and natural riparian habitat or wetland flows;
- (8) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials.
- (9) Any other non-stormwater discharge determined by the City Engineer to meet the standards and objectives of this chapter.

(C) *Requirements Applicable to Certain Dischargers*

- (1) *Private Drainage System Maintenance.* The owner of any private drainage system shall maintain the system to prevent or reduce the discharge of pollutants. This maintenance shall include, but is not limited to, sediment removal, bank erosion repairs, maintenance of vegetative cover, and removal of debris from pipes and structures.
- (2) *Minimization of Irrigation Runoff.* Concentrated flow of irrigation water to the storm drainage system is prohibited. Irrigation systems shall be managed to reduce the discharge of water from a site.
- (3) *Cleaning of Paved Surfaces Required.* The owner of any paved parking lot, street or drive shall clean the pavement as required to prevent the buildup and discharge of pollutants. The visible buildup of mechanical

fluid, waste materials, sediment or debris is a violation of this chapter. Paved surfaces shall be cleaned by dry sweeping, wet vacuum sweeping, collection and treatment of wash water or other methods in compliance with this Code. Material shall not be swept or washed into the storm drainage system. This section does not apply to pollutants discharged from construction activities.

(4) *Maintenance of Equipment.* Any leak or spill related to equipment maintenance in an outdoor uncovered area shall be contained to prevent the potential release of pollutants. Vehicles, machinery and equipment must be maintained to reduce leaking fluids.

(5) *Materials Storage.* In addition to other requirements of this Code, materials shall be stored to prevent the potential release of pollutants. The uncovered outdoor storage of unsealed containers of hazardous substances is prohibited.

(6) *Pesticides, Herbicides and Fertilizers.* Pesticides, herbicides and fertilizers shall be applied in accordance with manufacturer recommendations and applicable laws. Excessive application shall be avoided.

(7) *Open Drainage Channel Maintenance.* Every person owning or occupying property through which an open drainage channel passes shall prevent trash, debris, excessive vegetation, and other obstacles from their property from entering the drainage channel.

(D) *Release Reporting and Cleanup.* Any person responsible for a release of materials which are or may result in illicit discharges to the storm drainage system shall take all necessary steps to ensure the discovery, containment, abatement and cleanup of such release. In the event of such a release of a hazardous material, said person shall comply with all state, federal, and local laws requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the release.

(E) *Authorization to Adopt and Impose Best Management Practices.* The City may adopt and impose a Best Management Practices Manual and requirements identifying Best Management Practices for any activity, operation, or facility, which may cause a discharge of pollutants to the storm drainage system. Where specific BMPs are required, every person undertaking such activity or operation, or owning or operating such facility shall implement and maintain these BMPs at their own expense.

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(Ord. No. 4855, 4-18-06; Ord. 4920, 9-05-06)

170.14-170.99 Reserved

DRAFT

City of Fayetteville Staff Review Form

B. 4
Amend Chapter 177:
Landscape Regulations
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

7/6/2010

City Council Meeting Date
Agenda Items Only

Dara Sanders
Submitted By

Planning
Division

Development Services
Department

Action Required:

ADM 10-3568: (UDC CH. 177 LANDSCAPE REGULATIONS): Submitted by City Planning Staff. The request is to amend Chapters 177.04 of the Unified Development Code (UDC) to revise the perimeter landscaping requirements.

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

☐

John C. Bick
Department Director

12/16/2010
Date

Previous Ordinance or Resolution #

John B. Kelley
City Attorney

6-14-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Buhner
Finance and Internal Services Director

6-17-2010
Date

Received in City

Clerk's Office 06-11-10P04:48 RCVD

King

Don Miller
Chief of Staff

6-14-10
Date

Received in
Mayor's Office



Fionell Jordan
Mayor

6/15/10
Date

Comments:

Revised January 15, 2009

Left on the first reading at the 7/6/10 CC mtg.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Director

From: Dara Sanders Current Planner

Date: June 11, 2010

Subject: UDC Chapter 177 Amendments (ADM 10-3568)

RECOMMENDATION

Staff recommends approval of the proposed amendments to Chapters 177 of the UDC. This item was heard at the May 10, 2010 Planning Commission meeting and forwarded to the City Council with a unanimous recommendation for approval (7-0-0).

BACKGROUND

The City of Fayetteville adopted Chapter 177, Landscape Regulations, in 2006 to preserve and enhance the natural beauty of Fayetteville and to reduce the environmental impact of development. City Planning staff and the Urban Forester have administered the regulations in Chapter 177 for almost four years and find that the shrub planting section under the perimeter landscaping requirements are inconsistent with and rarely achieve the intent and purpose - to provide a continuous vegetative screen that will minimize the visual impact of a parking lot from the public right-of-way. Chapter 177.04(D)(4) requires a property owner to plant a minimum of eight (8) shrubs for every one (1) street tree planted. However, depending upon the type of shrub, this specific requirement may not be sufficient to provide a continuous row of screening and to effectively buffer parking lots from the street. Most developments planted with screening shrubs in accordance with code have large gaps in between the shrubs, even after several years of growth.

Additionally, staff proposes to remove the requirement for 25 feet of greenspace in the I-540 Design Overlay District (DOD). In staff's opinion, the 15 feet of greenspace and 15% open space now required throughout the City as part of the Commercial Design Standards have proven to be effective and adequate in preserving pervious surface and providing a greenspace buffer between parking lots and streets.

PROPOSAL

Staff proposes to amend Chapter 177.04 of the UDC to revise the perimeter landscaping requirements as summarized below and attached in full to this staff report:

UDC	Subject	Proposed Changes
177.04(D)(2)(b)	Design Overlay District	Strike the requirement for 25 feet of greenspace in the DOD
177.04(4)(a)-(c)	Shrub Planting	Remove the minimum shrub number and spacing requirement. Insert the requirement for a "seamless row of hedging"

The ordinance amendments are highlighted and attached to the staff report.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTER 177: LANDSCAPE REGULATION IN ORDER TO MODIFY EXISTING REQUIREMENTS AND REGULATIONS THAT ADDRESS PERIMETER LANDSCAPING FOR DEVELOPMENT.

WHEREAS, the City of Fayetteville recognizes that the Unified Development Code should be revised to apply the requirement for 15 feet of greenspace to all commercial and office developments in the City; and

WHEREAS, certain sections of the City of Fayetteville Unified Development Code Chapter 177.04(D) Perimeter landscaping requirement do not work toward achieving the intent to screen parking lots from the view of the public right-of-way; and

WHEREAS, the City of Fayetteville recognizes that the Unified Development Code should be revised to eliminate unnecessarily repetitive information that is included in another chapter;

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 repeals §177.04(D)(2)(b) of the Unified Development Code and renumbers the subsection accordingly.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby repeals §177.04(D)(4)(a) of the Unified Development Code and enacts a replacement §177.04(D)(4)(a) as follows:

"The requirement for a continuous planting of shrubs is intended to lessen the effect of extensive paving. Parking lots that require screening shall have shrubs that are spaced so as to create a seamless row of hedging. A minimum 50% of shrubs shall be evergreen."

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby repeals §177.04(D)(4)(b) of the Unified Development Code and renumbers the subsection accordingly.

TITLE XV. UNIFIED DEVELOPMENT CODE

PASSED and **APPROVED** this the ____ day of ____, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



PC Meeting of May 10, 2010

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: May 6, 2010 Updated May 11, 2010

ADM 10-3568: Administrative Item (UDC AMENDMENT CH. 177 LANDSCAPE REGULATIONS): Submitted by CITY PLANNING STAFF for revisions to Fayetteville Unified Development Code, Chapter 177 Landscape Regulations. The proposed code changes clarify the specification for shrub plantings to screen parking lots from the street. Planner: Dara Sanders

Background and Proposal: The City of Fayetteville adopted Chapter 177, Landscape Regulations, in 2006 to preserve and enhance the natural beauty of Fayetteville and to reduce the environmental impact of development. City Planning staff and the Urban Forester have administered the regulations in Chapter 177 for almost four years and find that the shrub planting section under the perimeter landscaping requirements are inconsistent with and rarely achieve the intent and purpose - to provide a continuous vegetative screen that will minimize the visual impact of a parking lot from the public right-of-way. Chapter 177.04(D)(4) requires a property owner to plant a minimum of eight (8) shrubs for every one (1) street tree planted. However, depending upon the type of shrub, this specific requirement may not be sufficient to provide a continuous row of screening and to effectively buffer parking lots from the street. Most developments planted with screening shrubs in accordance with code have large gaps in between the shrubs, even after several years of growth.

Staff finds that requiring an exact number of shrubs under the current ordinance is counterproductive to the purpose of forming a continuous vegetative buffer. Therefore, staff proposes to remove the minimum number and to simply require that the shrubs form a "seamless row of hedging". The Urban Forester and the species list in the Landscape Manual will be relied upon to ensure that the spacing and size of shrubs at planting are the minimum needed to provide the desired hedgerow effect, which is dependent on the shrub species.

Summary: The proposal to amend sections of Chapter 177.04 Site Development and Parking Lot Landscape Standards is summarized below and attached in full to this staff report:

Chapter	Section	Description
177.04(D)(2)(b)	Landscape Regulations	- Strike the Design Overlay District requirement for 25 feet of green space. (a general clean-up that was overlooked in a previous code change)
177.04(D)(4)	Landscape Regulations	- Modify the language from "continuous rows" to "seamless row of hedging" and strike the specified number of shrubs. - Strike the spacing requirement.

The ordinance amendments are shown in highlight and ~~strikeout~~ and are attached to the staff report.

RECOMMENDATION

Staff recommends forwarding **ADM 10-3568** to the City Council with a recommendation for approval.

PLANNING COMMISSION ACTION: yes Required

Planning Commission Action: ☐ Forwarded ☐ Tabled ☐ Denied

Motion: Winston

Second: Chesser

Vote: 7-0-0

Meeting Date: May 10, 2010

UDC Amendments for Chapter 177: Landscape Regulations (Mark Up)

177.04 Site Development And Parking Lot Landscape Standards

(D) *Perimeter landscaping requirement.* Proposed development shall be landscaped meeting the following requirements:

(1) *Side and rear property lines.* All parking lots shall have five feet (5') of landscaped area between the property line and parking lot. The two foot (2') vehicle overhang option may be included to meet this requirement. Depending on the use and location, additional landscaped area and screening may be required along property lines.

(2) *Property lines adjoining street right-of-way.*

(a) *Landscape area required.* A fifteen (15) foot wide landscaped area shall be provided along the front property line exclusive of and adjacent to the Master Street Plan right-of-way. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the fifteen (15) foot landscaped area provided the integrity of the landscaped area is maintained.

~~(b) *Design Overlay District.* Within the established boundary of the Design Overlay District, a twenty-five (25) foot wide landscaped area shall be provided along the front property line exclusive of the Master Street Plan right-of-way (§461.24). Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the twenty-five (25) foot landscaped area provided the integrity of the landscaped area is maintained.~~

(e) *Residential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Single family residential uses shall be exempt from this requirement.

(d) (c) *Nonresidential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Properties developed with an urban streetscape, utilizing urban tree wells as defined herein, shall be exempt from this requirement.

(e) (d) *Shade.* All tree planting locations shall attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, etc., by utilizing aspect and locating trees along the south and west boundary of these areas.

(f) (e) *Screening.* Parking lots containing five (5) or more spaces shall be screened from the public right-of-way and adjacent properties, where said parking areas are adjacent to residential zones, with shrubs and/or graded berms. If graded berms are used, shrubs are also required.

(g) (f) *Perimeter planting location.* All plantings noted herein shall be installed within the required landscape area. Subject to approval by the Urban Forester, required trees and shrubs may be planted within the right-of-way or outside the required landscape area parallel to the street right-of-way only in extenuating circumstances.

(3) *Tree Planting.*

(a) Large species trees shall be planted in the required fifteen (15) foot landscaped area containing one (1) tree per thirty (30) linear feet along the front property line. Trees along the perimeter may be grouped to allow flexibility in design. The maximum allowed grouping may be up to twenty-five (25%) percent of the required number of street trees.

(b) Species selection shall be chosen from the approved list of trees for landscaping found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester. No more than 25% of trees planted to meet perimeter landscaping requirements may be evergreen.

(c) Planted trees shall have a two (2) inch caliper (diameter) measured six (6) inches above ground level at the time of planting.

(d) At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain, existing trees or other physical limitations make the planting of new trees impracticable. In cases of existing overhead power lines, small trees shall be planted that will not interfere with the existing power lines.

Fayetteville Code of Ordinances

Species selection shall be approved by the Urban Forester.

(4) *Shrub Planting.*

(a) ~~Parking lots adjacent to a street right-of-way shall have shrubs planted in continuous rows. A minimum of eight (8) shrubs shall be planted for every tree required in the landscape area adjacent to a right-of-way. The requirement for a continuous planting of shrubs is intended to lessen the effect of extensive paving. Groupings of shrubs are encouraged; however, a continuous planting will be required as well. Parking lots that require screening shall have shrubs that are spaced so as to create a seamless row of hedging. A minimum 50% of shrubs shall be evergreen.~~

(b) ~~Planting locations of required shrubs shall be appropriately spaced between trees in either groups or continuous rows.~~

(c) ~~Shrub size at the time of planting shall be a minimum of three (3) gallon containers with an expected height of three (3) feet or more in a seamless row of hedging within two (2) years of installation.~~

(5) *Ground Cover Planting.* All landscape areas shall be re-vegetated with appropriate perennial groundcover. Prior to certificate of occupancy, all bare soil shall be adequately covered in accordance with the Unified Development Code.

City Council Agenda Items
and
Contracts, Leases or Agreements

7/20/2010

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: Approve Proposal to re-finance Airport Hangar Loan.

\$ (9,949.00)

Cost of this request

\$ 139,200.00

Category / Project Budget

Chgs-Serv

Program Category / Project Name

5550.0955.4450.00

Account Number

\$ 81,230.45

Funds Used to Date

Airport Revenue

Program / Project Category Name

\$ 57,969.55

Remaining Balance

Airport

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

Department Director

7-7-10

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

7-7-10

Date

Original Contract Number:

Finance and Internal Services Director

7-7-2010

Date

Received in City Clerk's Office 07-10P03:25 RCVD

Chief of Staff

7-7-10

Date

Received in
Mayor's Office

Mayor

7/20/10

Date

Comments:

CITY COUNCIL MEMO

To: Mayor Jordan and City Council

Thru: Chief of Staff, Don Marr

Thru: Transportation Director, Terry Gulley

From: Ray M. Boudreaux, Aviation Director

Date: June 22, 2010

Subject: **Approve refinancing of the Airport Fund Loan from the General Fund to finance two Corporate Hangars at Fayetteville Executive Airport, Drake Field.**

PROPOSAL: SkyVenture Aviation, Inc. leases office space in the Airport Terminal Building. The lease began July 1, 2006. The prime term was for two years. They renewed in 2008 for the first renewal period of two years. During lease negotiations for the second renewal option, SkyVenture owners Mark Frankum and Kathy Moore submitted a letter stating they do not wish to renew the lease under the current terms and conditions. We have had several meetings with the company owners and they have asked for a reduction in total monthly rent outlay as the economy has caused the company some stress.

The lease calls for a rent increase based on the increase in the CPI, however the CPI has actually gone down since the last renewal two years ago. The company currently pays \$2,000.00 per month for their office space. In July 2007, SkyVenture leased one of the newly constructed corporate hangars in which to store their aircraft fleet and in which to conduct maintenance for their aircraft and aircraft of their clients. The rent for the Hangar is \$3,829.06 per month and represents a payback to the General Fund Loan and an additional amount for the Airport Operating Fund. They have been an excellent tenant and have continued to pay the rent on time every time for four years.

SkyVenture Aviation Inc. pays a total of \$5,829.06 per month for their office space and hangar. They would like to reduce their rent over the next year in order to be able to weather the current economic downturn. Air travel is down as is the training of new pilots. SkyVenture is doing everything they can to recruit new pilot training candidates. Much of their current business centers around foreign pilots here for upgrade into multiengine aircraft or to get an instrument rating. They have been able to recruit these students because they have entered and become qualified to issue student visas for the training. Much of their past business was in new aircraft sales. They have not sold a new aircraft in two years nor have they had any inquiries. They have only had a few clients use their maintenance facility. For just these reasons, they requested and the Airport Board approved a \$500.00 per month reduction in hangar rent for the last six months of 2009.

The Airport Board and staff would like to help SkyVenture Aviation get through the slowdown. They contribute significant aircraft operations to our tower count which keeps the activity high enough to keep the

tower 100% funded by the FAA Contract Tower Program. If we lost their flight operations activity, it could result in the City paying a portion of the cost of the tower.

They are a first class operation that presents a very attractive and professional appearance for our airport customers that compliments our first class FBO Million Air. They provide comprehensive customer service and have pilot supplies and equipment and aircraft for sale. They believe that a turnaround is in the very near future but that the recovery will be slow. It will be a year or longer before we can expect to be back to the activity of 2007. Activity at Drake Field in 2009 was down more than 30 % over our peak year 2006. Fuel sales were down more than 25%. While the monthly trend over the last five months has been positive from a bottom in December 2009, year over year there is a 9% additional decrease in activity and in fuel sales. We are hoping the growth will continue throughout 2010 but there is a long way to go to reach and surpass 2009.

Additionally, we need to keep our FBO and help them remain viable over the economic downturn. We recently renegotiated their Terminal/FBO Hangar Lease and they agreed to the provisions which included a \$200.00 a month increase in the rent computed IAW the increase in the CPI. They also rent one of the new hangars and pay the same rate as SkyVenture. They have also requested a reduction in the Hangar rent as they have lost several customers over the last 18 months who leased space in the hangar thus making the second hangar operation a loss. Million Air is doing all they can to get new customers and tenants. Recently, Million Air Corporate was able to acquire a Government Fuel Contract which will make it possible for the military to utilize Drake Field for training and fueling stops. The military flies a lot in the area and attracting a percentage to Drake could be a substantial increase in our operations and sales. The presence of Million Air at the airport resulted in many of the new tenants and customers simply because they are the FBO. We need to keep them in order to keep their customers who fly large aircraft that burn jet fuel which accounts for more than half of the total fuel sales generated on the airport.

The results of the national economic downturn are reflected in the Airport revenue numbers. We budgeted revenue very conservatively but are still below the line in revenue projections. We are holding down expenses in order to stay above water. But, expense budgets have been cut over the last three years so there is very little room to cut expenses. For the first time in ten years we have empty T Hangars for rent and there is no waiting list. We have three empty office spaces in the Terminal Building. We are still working with a client who wants to lease the former AATC Aviation Maintenance School building but they have been unable to secure financing to make the move to Fayetteville. We literally cannot afford to have any other facilities empty and not paying rent.

We need to keep the airport's share of the rent generated on the new hangar buildings in the airport operating budget as the airport revenue budget could not afford to forfeit that budget revenue. SkyVenture and Million Air lease the two buildings and both pay rent which covers the debt service to the City General Fund and an additional amount which supports the airport operations budget. The purpose of this item is to request City Council support to refinance the airport loan from the City General Fund. The loan was approved by the Council for 15 years at 5% on the unpaid balance. We have made our payments on time and we will pay back the loan in its entirety. However, if we could extend the loan period and/or reduce the percentage rate we could reduce the monthly rent to our tenants and keep the airport revenue intact. In this way, both the tenants, the airport and the citizens of Fayetteville benefit.

Attached to this memo are several items to back up this request. The loan analysis contains the current loan information and several alternatives to achieve the goal of reducing the loan payment. SkyVenture has

RESOLUTION NO. _____

**A RESOLUTION TO AMEND SECTION 2 OF RESOLUTION NO.
109-06 TO LOWER THE ANNUAL PERCENTAGE RATE AND THE
MONTHLY REPAYMENT AMOUNT**

WHEREAS, two corporate hangars were constructed with two \$250,000.00 SAAG grants and a loan of \$700,000.00 from the General Fund to be repaid over fifteen years at a 5% annual interest rate pursuant to Resolution No. 109-06 passed on June 6, 2006; and

WHEREAS, interest rates have fallen substantially due to the poor economy which justifies reducing the 5% annual rate to 3%.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Section 2 of Resolution No. 109-06 by repealing Section 2 in its entirety and enacting a new Section 2 as follows:

“Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached revised Financing Plan to cover the remaining portion of the City’s initial match of \$700,000.00 with repayment to be made over 15 years from the date of this amendment at a 3% annual interest rate on the declining balance.”

PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



May 11, 2010

Via Certified Mail, Return Receipt Requested

City of Fayetteville
Mr. Ray Boudreaux
Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, AR 72701

Re: Terminal Lease Agreement.

Dear Mr. Boudreaux:

This letter is in reference to the Terminal Lease Agreement dated April 7, 2006 between the City of Fayetteville and SkyVenture Aviation, Inc.

Pursuant to paragraph 3 of the lease, this letter will serve as written notice that SkyVenture does not desire to renew the term of the existing lease beyond the current term.

If the City has an interest, SkyVenture is interested in negotiating a new lease for the location. Please contact me if you would like to discuss the terms of a new lease.

Sincerely,

Mark A. Frankum
President
SkyVenture Aviation, Inc.
870-219-9907
mark@skyventureinc.com

June 22, 2010

Memo to City of Fayetteville from SkyVenture Aviation, Inc.

We want to be in the flight training business and we want to be in Fayetteville. We want to make this work. We are coming to you because we need your help in making this happen. Here are some of the obstacles we face as a company:

Current Analysis:

In 2009 we lost \$18,000 in our Fayetteville Location.

Owners (Mark Frankum and Kathy Moore) are not taking any salary from the Fayetteville Flight School.

Hindrances to Profitability in Flight Training:

1. General Aviation is Down
2. Checkrides are ½ of what they were 2 years ago
3. 3 Years Ago, 60% of our customers were age 40+ with expendable income and were learning to fly as a hobby. That clientele is now 15% - 20%. People are not spending money in this economic environment on hobbies.
4. Aircraft Sales are down 80% nationwide. (we used to sell 5-6 new Cessna aircraft each year)
5. No financing available for flight training students since May of last year. Sallie Mae and Key Bank have removed themselves from financing any flight training. We no longer have any viable financing options for our customers.
6. New VA Rules limiting available funds and who qualifies for those funds

Hindrances to Profitability in Fayetteville:

7. Cost of Initial Improvements of \$130,000 (The city did contribute \$24,000 toward these improvements).
8. Not being allowed to provide our own fuel.
9. Price of Office Rent.
10. Hangar Rent (Amortizing over 15 years in an economy where aircraft maintenance and aircraft sales are down)

What we are doing to overcome some of these hindrances:

1. We have spent thousands of dollars to become a SEVIS (foreign students) approved school.
2. We have reduced our aircraft fleet
3. We are working hard to become a large player in the International Market. The International Customers we have trained have good things to say about their experience.

They are recommending SkyVenture Aviation, Inc. to their friends – but it is a process that takes time to get the fly-wheel turning.

What Can the City of Fayetteville do to help?

1. The City could lengthen the amortization period on the hangar to allow for a reduced monthly payment. A total rent payment for office and hangar not to exceed \$5000 per month would allow us to stabilize the company and remain competitive while developing our international customer base.

**LOAN ANALYSIS
HANGAR FINANCING
Two Corporate Hangar Buildings
Fayetteville Executive Airport, Drake Field**

In June of 2006 the City Council approved the Airport Request to finance the match to two State Aeronautics Airport Grants in the amount of \$250,000.00 each to construct two hangar buildings at the airport. The loan was in the amount of \$700,000.00 amortized over 15 years at 5% on the unpaid balance annually (Principle paid in 15 equal installments with Interest decreasing each year as it is paid on the unpaid balance). The airport reserves the amount of the payment in account for a year and makes one payment annually in June. We have made three payments with 12 payments remaining. SkyVenture Aviation Inc and Million Air lease the buildings. Each signed a lease prior to the grant request and the request for City financing. The State grants were contingent on a business signing to lease the buildings.

Current Financing Plan: First Payment June 2008. Final Payment June 2022. 15 years/5%
Next Payment June 2011: \$74,666.67 Principle: \$46,666.67 Interest: \$28,000.00
Final Payment June 2022: 48,999.95 Principle: \$46,666.62 Interest: \$2,333.33
Tenant monthly rent: \$3,829.06 each (computed based on straight line amortization 15 years, 12 payments per year at 5% interest plus \$1,000.00 to the airport fund)
Airport Operating Fund Revenue 2011=\$717.95 each per month
Airport Operating Fund Revenue 2022=\$1,787.39 each per month
General Fund Revenue on note 2011=\$74,666.67
General Fund Revenue on note 2022=\$48,999.97
Total General Fund Revenue on remaining balance=\$741,999.97
Total General Fund Interest earned on remaining payments=\$181,999.98

Option I Refinancing Plan: First Payment June 2011. Final Payment June 2022. 12 years/3%
First Payment June 2011: \$63,466.67 Principle: \$46,666.67 Interest: \$16,800.00
Final Payment June 2022: \$48,066.62 Principle: \$46,666.67 Interest: \$1,400.00
Tenant monthly rent: \$3,317.81 each (computed based on straight line amortization 12 years, 12 payments per year at 3% interest plus \$1,000.00 to the airport fund)
Airport Operating Fund Revenue 2011=\$674.20 each per month
Airport Operating Fund Revenue 2022=\$1,315.03 each per month
General Fund Revenue on note 2011= \$63,466.67
General Fund Revenue on note 2022= \$48,066.62
Total General Fund Revenue on remaining balance= \$669,199.98
Total General Fund Interest earned on remaining payments= \$109,199.99

➤ **Option II Refinancing Plan:** First Payment June 2011. Final Payment June 2025. 15 years/3%
First Payment June 2011: \$54,133.33 Principle: \$37,333.33 Interest: \$16,800.00
Final Payment June 2025: \$38,453.33 Principle: \$37,333.33 Interest: \$1,120.00
Tenant Monthly Rent 2,933.63 each (computed based on straight line amortization 15 years, 12 payments per year at 3% interest plus \$1,000.00 to the airport fund)
Airport Operating Fund Revenue 2011=\$678.08 each per month
Airport Operating Fund Revenue 2022=\$1,378.07 each per month

General Fund Revenue on note 2011= \$54,133.33
General Fund Revenue on note 2025= \$38,453.33
Total General Fund Revenue on remaining balance= \$694,399.96
Total General Fund Interest earned on the remaining payments=\$134,400.01

Option III Refinancing Plan: First Payment June 2011. Final Payment June 2025. 15 years/5%
First Payment June 2011: \$65,333.33 Principle: \$37,333.33 Interest: \$28,000.00
Final Payment June 2025: \$39,200.00 Principle: \$37,333.33 Interest: \$1,866.67
Tenant Monthly Rent: \$3,214.22 each (computed based on straight line amortization 15 years, 12 payments per year at 5% interest plus \$1,000.00 to the airport fund)
Airport Operating Fund Revenue 2010: \$492.00 each per month
Airport Operating Fund Revenue 2022= \$1,580.89
General Fund Revenue on note 2011= \$65,333.33
General Fund Revenue on note 2022= \$39,200.00
Total General Fund Revenue on remaining balance= \$783,999.96
Total General Fund Interest earned on the remaining payments=224,000.01

Recommendation: Staff recommends Option II to refinance the remaining balance for 15 years at 3% interest. We would then reduce the rent to the tenants to \$3,000.00 per month resulting in a \$9,948.72 annual reduction in rent. The payment to the General Fund due in June 2011 would be \$54,133.33 against rental revenue of \$72,000.00 resulting in Airport Fund revenue of \$17,866.67 or \$744.45 per month each, which is very close to the current amount to the Airport Fund of \$717.95 per month each. This alternative keeps the Airport Fund whole and allows for a rent reduction to the tenants both of which are suffering revenue shortfalls due to the economy. We cannot afford for either tenant to notice termination of their current leases as the airport budget would then be obligated to pay the total amount of the note until we were able to find another tenant. The market for hangars is very soft at the current time and finding another tenant could take two years or longer. We have five T Hangars vacant and have rented three for storage as there are no aircraft owners looking for hangars.

CITY OF FAYETTEVILLE
 FAYETTEVILLE EXECUTIVE AIRPORT
 SUMMARIZE AIRPORT OPERATING REVENUE & EXPENSE 2006 THRU 2009

Does this reflect true #'s for 1st 6 months
 Airport Refinance Handout
 Page 10 of 12

OPERATING ACTIVITIES

	2006	2007	2008	2009	BUDGET 2010	EST 2010
REVENUE						
Rents & Leases	439,690	430,259	469,292	468,030	468,078	449,030
Aviation Fuel	191,314	153,478	126,272	126,022	124,839	113,355
Contract FBO	45,500	72,966	107,682	107,449	107,749	114,349
Miscellaneous	19,089	5,121	16,669	5,328	5,000	5,850
INCOME RECEIVED FROM OPERATING ACTIVITIES	695,592	661,824	719,915	706,829	705,666	682,584
EXPENSES						
Personnel	291,066	301,229	313,187	324,943	384,039	352,183
Materials & Supplies	16,537	20,276	23,213	12,469	15,470	9,062
Aviation Fuel Purchases	129,680	86,174	72,987	69,915	77,626	72,917
Services & Charges	194,671	178,146	167,429	155,394	188,568	130,282
Cost Allocation to General Fund	132,684	115,908	65,976	8,830	7,915	7,915
Maintenance	68,938	67,446	33,990	54,565	54,881	47,498
ATC Tower Costs	23,337	23,127	-	-	-	-
Interest General Fund Loan	-	-	35,000	32,667	30,334	30,334
INCOME USED FOR OPERATING ACTIVITIES	856,914	792,306	711,782	658,782	758,833	650,191
NET INCOME FROM OPERATING ACTIVITIES - GAIN / (LOSS)	(161,321)	(130,482)	8,133	48,048	(53,167)	32,393
Principal payment on General Fund Loan	0	0	46666.67	46666.67	46666.67	46666.67
NET INCOME minus Loan Principal Payments	(161,321)	(130,482)	(38,534)	1,381	(99,834)	(14,274)

NOTE: "Operating Activities" excludes non-operating income sources, Depreciation & Capital Expenses

RESOLUTION NO. 109-06

A RESOLUTION AUTHORIZING AIRPORT STAFF TO APPLY FOR AND ACCEPT TWO (2) SAAG GRANTS IN THE AMOUNT OF \$250,000.00 EACH FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS TO FUND A PORTION OF THE COST TO CONSTRUCT TWO (2) CORPORATE HANGARS AT THE FAYETTEVILLE MUNICIPAL AIRPORT; APPROVING THE FINANCING PLAN TO COVER THE CITY'S MATCH OF \$700,000.00; AND AUTHORIZING THE MAYOR TO IMPLEMENT THE NECESSARY BUDGET ADJUSTMENTS TO EFFECTUATE THIS RESOLUTION.

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 Airport staff to apply for and accept Two (2) SAAG grants in the amount of \$250,000.00 each from the Arkansas Department of Aeronautics to fund a portion of the cost to construct two (2) corporate hangars at the Fayetteville Municipal Airport.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the Financing Plan to cover the City's match of \$700,000.00, with repayment over 15 years at a 5% annual interest rate on the declining balance.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to implement the necessary budget adjustments to effectuate this Resolution.

PASSED and APPROVED this 6th day of June, 2006.

APPROVED:

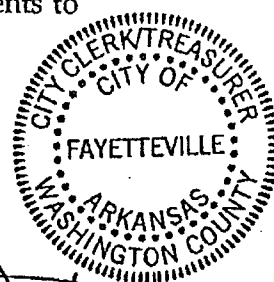
By: _____

DAN COODY, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk



Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – 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
July 20, 2010**

A meeting of the Fayetteville City Council will be held on July 20, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Ambulance Authority Annual Report to the Council – Becky Stewart

Agenda Additions:

A. Consent:

- ✓ Approval of the July 6, 2010 City Council meeting minutes.
- ✓ **Ranger's Pantry Pet Food Bank Donation:** A resolution approving a budget adjustment to recognize Community Services donation revenue for the Ranger's Pantry Pet Food Bank in the amount of \$738.00.

- ✓ **3. Animal Services Donation Revenue:** A resolution approving a budget adjustment to recognize Animal Services donation revenue for the second quarter of 2010 in the amount of \$19,123.00.
- ✓ **4. RFP #10-07 Score American Soccer Co.:** A resolution awarding RFP #10-07 and approving the purchase of youth soccer uniforms from Score American Soccer Co. in the amount of \$27,097.00 for the Fall 2010 and Spring 2011 recreational season.
- ✓ **5. Bid #10-44 Peterbilt of Fort Smith, LLC:** A resolution awarding Bid #10-44 and approving the purchase of two (2) automated side-load solid waste trucks from Peterbilt of Fort Smith, LLC in the total amount of \$536,418.00 and approving a budget adjustment.
- ✓ **6. Amend Resolution 63-08, Arkansas Western Gas Company:** A resolution amending Resolution 63-08 by authorizing an additional appropriation of \$79,938.20 and approving an agreement with Arkansas Western Gas Company in the total amount of \$497,069.52 for relocation of gas lines and appurtenances to allow construction of improvements to Mount Comfort Road.
- ✓ **7. Insituform Technologies, Inc.:** A resolution approving a contract extension with Insituform Technologies, Inc. in the amount of \$330,000.00 for cured-in-place sanitary sewer linings.
- ✓ **8. Forest Hills Partners, LLC:** A resolution approving a cost-share agreement with Forest Hills Partners, LLC in the amount of \$135,000.00 for construction of the Broyles Avenue gravity sewer line, and approving a budget adjustment.
- ✓ **9. Goodwin & Goodwin, Inc. Change Order No. 1:** A resolution approving Change Order No. 1 to the construction contract with Goodwin & Goodwin, Inc. in the amount of \$367,518.17 for construction of the Broyles Avenue gravity sewer line, maintaining a \$45,000.00 project contingency, and approving a budget adjustment.

B. Unfinished Business:

- 1. Amend Chapter 97 Parks and Recreation:** An ordinance to amend Chapter 97 Parks and Recreation of the Code of Fayetteville to permit and regulate signs recognizing donor contributions. *This ordinance was left on the Second Reading at the June 15, 2010 City Council meeting. This ordinance was left on the Third Reading at the July 6, 2010 City Council meeting and Tabled to the July 20, 2010 City Council meeting.*

Left on the Third Reading

- 2. Street Name Change:** A resolution renaming a section of N. Shiloh Drive to N. Farm Credit Drive due to street realignment. *This resolution was tabled at the July 6, 2010 City Council meeting to the July 20, 2010 City council meeting.*

3. **Amend Chapters 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control:** An ordinance amending Chapter 169: Physical Alteration of Land and Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV of the Code of Fayetteville (Unified Development Code), to clarify stabilization requirements, require phased construction for sites larger than 20 acres, clarify re-vegetation requirements, clarify requirements for cut and fill slopes and retaining walls, define maintenance responsibility for stormwater management systems, restrict location of dirt and topsoil storage and define stabilization practices for dirt and topsoil storage, define a qualified inspector for erosion and sediment control best management practices, and require site plans for one and two family residences to contain a plan for erosion and sediment control and final on-site drainage. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

Left on the First Reading

4. **Amend Chapter 177: Landscape Regulations:** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapter 177: Landscape Regulations in order to modify existing requirements and regulations that address perimeter landscaping for development. *This ordinance was left on the First Reading at the July 6, 2010 City Council meeting.*

Left on the First Reading

C. New Business:

Consent (1) **Airport: Refinance Hangars:** A resolution to amend Section 2 of Resolution No. 109-06 to lower the annual percentage rate and the monthly repayment amount.

City Council Tour: Parks - Signs
Announcements:

Adjournment:

Add:

Consent: Today in America Contract.

New Business: Smith Communications (Ivy Road Cell Tower)

NOTICE TO MEMBERS OF THE AUDIENCE

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Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – 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
July 20, 2010**

A meeting of the Fayetteville City Council will be held on July 20, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

Presentations, Reports and Discussion Items:

1. Ambulance Authority Annual Report to the Council – Becky Stewart

Agenda Additions:

A. Consent:

- ✓ 1. Approval of the July 6, 2010 City Council meeting minutes.
- ✓ 2. **Ranger's Pantry Pet Food Bank Donation:** A resolution approving a budget adjustment to recognize Community Services donation revenue for the Ranger's Pantry Pet Food Bank in the amount of \$738.00.

3. **Animal Services Donation Revenue:** A resolution approving a budget adjustment to recognize Animal Services donation revenue for the second quarter of 2010 in the amount of \$19,123.00.
4. **Bid #10-07 Score American Soccer Co.:** A resolution awarding Bid #10-07 and approving the purchase of youth soccer uniforms from Score American Soccer Co. in the amount of \$27,097.00 for the Fall 2010 and Spring 2011 recreational season.
5. **Bid #10-44 Peterbilt of Fort Smith, LLC:** A resolution awarding Bid #10-44 and approving the purchase of two (2) automated side-load solid waste trucks from Peterbilt of Fort Smith, LLC in the total amount of \$536,418.00 and approving a budget adjustment.
6. **Amend Resolution 63-08, Arkansas Western Gas Company:** A resolution amending Resolution 63-08 by authorizing an additional appropriation of \$79,938.20 and approving an agreement with Arkansas Western Gas Company in the total amount of \$497,069.52 for relocation of gas lines and appurtenances to allow construction of improvements to Mount Comfort Road.
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Left on the First Reading

C. New Business: None

(1) Airport : Refinanced Hangar.

Announcements:

Adjournment:

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FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor
Don Marr, Chief of Staff
Connie Edmonston, Parks & Recreation Director

FROM: **Kit Williams**, City Attorney

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

DATE: **July 19, 2010**

RE: **Recognition Signs in Parks and Trails**

I have rewritten the guts of the proposed ordinance to more clearly differentiate signs in parks from sign on the trails. I have also incorporated the operations and naming policies.

I dropped "Donor" from "Recognition Signs" as these are also to honor civil leaders and volunteers. This is my proposed version.

July 19, 2010

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 97 **PARKS AND RECREATION**
OF THE CODE OF FAYETTEVILLE TO PERMIT AND REGULATE SIGNS
RECOGNIZING DONOR CONTRIBUTIONS

WHEREAS, fairly small, aesthetically pleasing signs to recognize significant donors to our parks can help to generate needed funds to facilitate park improvements.

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 repeals §97.088 (B) of the Code of Fayetteville in its entirety and enacts a replacement §97.088 (B) *Exceptions* to clarify athletic field signage restrictions and to authorize and regulate donor recognition signs as shown below:

“(B) *Exceptions*.

(1) *Athletic Field Signage*. Signs shall be permitted on softball/baseball outfield fences and scoreboards at locations and in sizes designated by the Parks and Recreation Director. Uniform fees shall be charged dependent upon placement and size of the permitted signs. The content of the sign and whether it is commercial or non-commercial may not be considered. Designated spaces shall be sold at the established price on a first come basis. The owner of a sign at a designated location shall have first right to renew before others can purchase the size/location for a new or replacement sign.

(2) *Recognition Signs*. Signs located in City parks or on City trails that are used for the purpose of memorializing a person or family through naming, recognition of significant donors, or recognition of contributions to the facility or amenity on which the sign is installed shall meet the following conditions:

(a) *Maximum Number of Recognition Signs*. Most donor or honoree recognition signs shall be limited to one for the facility financed by the donor or memorializing the honoree. For a park or a major facility with more than one

major entrance, a second recognition sign may be recommended by the Parks and Recreation Advisory Board and approved by the City Council.

(b) *Maximum Size of Recognition Signs.*

(i) Park Recognition Signs shall not exceed sixteen square feet for parks and major facilities with lesser square foot limitations for smaller facilities as set forth in the Operations Policy for Donor Recognition Signs attached as Exhibit A and approved as part of this ordinance.

(ii) Trail Recognition Signs shall not exceed four square feet for trailhead facilities. Recognition signs along the trail for park benches, etc., shall not exceed 1.5 square feet and should be incorporated within or attached to the bench or amenity sponsored by the donor.

(c) *Design requirements.*

All recognition signs must comply with the following requirements and shall adhere to the aesthetic values and design of the park or trail.

(i) The recognition sign shall include only the name of the person memorialized or the name of the organization, person or business which has donated significant funds to the park facility. A company or organization logo (without company colors, any advertising or slogans) may be used on the sign.

(ii) The design of the sign shall be incorporated into the park facility and shall be approved by the Director of Parks and Recreation who shall ensure the signs' high quality and durable construction and its consistency with other recognition signs within the park.

(iii) Recognition signs shall comply with the Donor Operational Policy unless exempted by the City Council.

(D) *Facility Naming.* The naming of facilities is permitted so long as the donor or honoree has made a significant contribution to the City, the Facility or the Parks and Recreation Department in terms of financial donations, voluntarism or dedicated public service. Final naming of a

facility shall be recommended by the Parks and Recreation Advisory Board with final approval by the City Council. Naming of the facilities must meet the Naming Park Facilities Operations Policy attached as Exhibit "B".

PASSED and **APPROVED** this 20th day of July, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

	Parks and Recreation Division Policies and Procedures Manual		SUBJECT: DONOR RECOGNITION SIGNS	
	NUMBER: PRK-	REVISIONS: 7/16/10	EFFECTIVE DATE:	PAGE: 1 OF 1
	SUPERSEDES:	APPROVED BY:		

PURPOSE

The purpose of this directive is to provide policies which will govern the naming of park facilities currently owned or acquired by the City of Fayetteville. This policy statement takes precedence over any previous policies and guidelines which may have governed the naming of these facilities.

POLICY

In order to provide important capital facilities in Fayetteville Parks, it is pragmatic in a time of shrinking public dollars to seek outside funding. It is essential to have specific boundaries and criteria in establishing fair and proper recognition of significant facility donations. This policy sets guidelines for donations within parks as well as on trails. All sign and plaque designs must be incorporated into the design of the facility. Donor recognition signs shall adhere to the aesthetic values and design of the park.

Donor recognition in parks is based upon the type of facility donated. Donor recognition on trails is limited on the trailheads unless there is an educational and/or art feature that is appropriate to be displayed along the trail. Recognition signs may not be predominant within the educational and/or art component.

Recognition for each donation will be determined according to the categories defined in this policy. Any exceptions to this policy must be approved by City Council. The sign size in each of the categories provides Park Planners with the latitude to design signs recognizing donations based on site location and donor specific criteria. Recognition signs and plaques will be displayed for the life of the facility. Naming of facilities donated must meet the Naming Park Facilities Operational Policy and have approval by the Parks and Recreation Advisory Board and City Council. Exceptions outside of this Operational Policy must be approved by the Parks and Recreation Advisory Board and City Council. The option for naming facilities is only permitted under the Park Facility Platinum, Gold and Silver categories. Minor items such as trash receptacles and flower beds can not be named.

City Process

1. Parks and Recreation Staff meets with donor to discuss donation including amount of donation, development of facility/amenity, recognition operational policy, naming rights (if applicable), sign appearance/style/construction, time requirements and other pertinent topics. Donor must meet the Operational Policy for Donor Recognition Signs.
2. Request is presented for approval from Parks and Recreation Advisory Board. If the facility donated is granted the option to name the facility, the name must meet Park Naming Facility Operational Policy.
3. Request presented to Planning Office for approval.
4. Request presented to City Council for final approval.

PARK FACILITIES

Bronze Category receives donor recognition of a press release, plaque constructed of high quality durable materials up to 1 sq ft.

Park Facilities donated in the Bronze Category may include the following:

Drinking fountain with dog bowl
Prefabricated pavilion
Picnic table and grill
Art sculpture
Single playground apparatus (climbing rocks/swing set)
Landscape feature

Silver Category receives donor recognition of a press release, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials up to 4 sq ft.

Park Facilities donated in the Silver Category may include the following:

Disc golf course
Concession stand/restroom
Park restroom
One mile asphalt/concrete park trail
Small amphitheater (seating for 150)
Water feature
Parking lot (25 cars)
Greenhouse
Playground

Gold Category receives donor recognition of a press release, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials up to 12 sq ft.

Park Facilities donated in the Gold Category may include the following:

Custom pavilion with restroom

One athletic facility – soccer field, baseball field, tennis court, ultimate frisbee field

Dog park

Platinum Category receives donor recognition of a press conference, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials, designed into facility up to 16 sq ft.

Park Facilities donated in the Platinum Category may include the following:

Sport Complex: 4-6 field lighted complex - softball, baseball, soccer, tennis

Aquatic center

Amphitheater- seating for 1200

Development of a new park

Park Office with meeting rooms, kitchen, stage, fitness center

TRAIL FACILITIES

Silver Category receives donor recognition of a press release, ribbon cutting ceremony, plaque constructed of high quality durable materials up to 1.5 sq ft.

Trail Facilities donated in the Silver Category may only be located along trails for educational purposes or as an integral part of an art feature.

Gold Category receives donor recognition of a press release, ribbon cutting ceremony, sign constructed of high quality durable materials up to 4 sq ft.

Trail Facilities donated in the Gold Category may only be located at trailheads and include the following:

Parking lot

Pavilion

Restroom

One mile asphalt/concrete trail

	Parks and Recreation Division Policies and Procedures Manual		SUBJECT: NAMING PARK FACILITIES	
	NUMBER: PRK-	REVISIONS: 1/29/10	EFFECTIVE DATE:	PAGE: 1 OF 1
	SUPERSEDES:	APPROVED BY:		

PURPOSE

The purpose of this directive is to provide policies which will govern the naming of park facilities currently owned or acquired by the City of Fayetteville. This policy statement takes precedence over any previous policies and guidelines which may have governed the naming of these facilities.

POLICY

Upon acquisition of a new park, the Director of Parks and Recreation will assign a nondescript temporary working name or subdivision name for the park facility to be used until park development begins.

Once park development begins, the Parks and Recreation Division will receive and forward park facility name suggestions to the Parks and Recreation Advisory Board for review. The Parks and Recreation Advisory Board will discuss the recommendations at their monthly meeting and will leave the issue on the table until the next scheduled meeting. This one month duration will allow time for any public comment on the proposed names. Once a recommended name has been selected, the Parks and Recreation Staff will forward the name to the City Council for review and approval.

The following items should be considered when proposing names for any park facilities:

- Geographic location of the facility
- Outstanding features of the facility
- Commonly recognized historical event, group, or individual
- Individual or group who contributed significantly to the acquisition or development of a facility
- Individual who provided an exceptional service in the interest of the park system

For an individual to be considered, the recommended name must be accompanied by a biographical sketch which provides evidence of historical significance or contributions to the Parks and Recreation Division or City of Fayetteville. Generally, the naming of park facilities in recognition of an individual will not be considered unless received posthumously.

The naming of plaques, markers, and memorials within park facilities must follow the policies as stated above.

Note: A name recommendation from the Sidewalk & Trails Committee for trail facilities will be required prior to forwarding to the Parks and Recreation Advisory Board.



TO: City Council

THRU: Don Marr, Chief of Staff

FROM: Karen Minkel, Director of Strategic Planning and Internal Consulting

DATE: July 13, 2010

SUBJECT: City Plan 2030 Prep Questions

The City of Fayetteville updates the comprehensive land use plan every five years. In preparation for the update to City Plan 2025, Strategic Planning staff has assembled a cross-divisional project team and facilitated a discussion with approximately 50 staff members who participate in the development review process. Staff has also conducted an input session with the Planning Commission to solicit commissioners' recommendations for City Plan 2030.

During the City Council special meeting on **Wednesday, July 21 from 5:00 to 6:30 p.m.** staff will provide the City Council with an overview of the project, the project team and Planning Commission's recommendations for the update, and seek input on the changes the City Council would like to see for City Plan 2030, as well as the success stories Council members have observed since City Plan 2025 was adopted. Staff anticipates that Chapter 10 will be the focus of the discussion and it is attached for your convenience. Please review the following five questions in preparation for the City Plan 2030 discussion:

- What do you see as some of the success stories of City Plan 2025?
- How can we better align City decisions regarding the CIP/Bond programs with the goals and policies of City Plan 2030? (e.g. street design, utility expansions, etc.)
- When reviewing development over the past five years, staff has found that projects that meet City Plan 2025 are generally approved by City Council, though they sometimes generate more controversy than conventional development. The greatest disconnect between staff and Council has been on projects where City Council approves a development after staff recommends denial based on the lack of fit with City Plan 2025. These projects tend to be outside the core of the City. What is your vision for development on the periphery of the City?
- Staff does not anticipate conducting a charrette for City Plan 2030, since we will not be engaging in a redesign. What suggestions do you have for maximizing public participation and increasing the diversity of participation for the update?
- If you had to choose your top priority, what one change would you most like to see in City Plan 2030?

Sondra Smith - Re: Washington County Regional Ambulance Authority-Report to the Fayetteville City Council

From: Sondra Smith
To: Stewart, Becky
Date: 7/6/2010 4:17 PM
Subject: Re: Washington County Regional Ambulance Authority-Report to the Fayetteville City Council
Attachments: Sondra Smith.vcf

Hi Becky

I will add this to the July 20, 2010 City Council meeting. If July 20th does not work for you please let me know. Thanks!

Sondra E. Smith CAMC, CMC
City Clerk Treasurer
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
(479) 575-8323
ssmith@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316

>>> "Becky Stewart" <bstewart@centralems.org> 7/6/2010 3:36 PM >>>

Sondra,

This is the best "title" I can come up with. I will work with Councilman Ferrell to produce the content for distribution to council members.

Washington County Regional Ambulance Authority, Central EMS Report on Financial and Service Performance.

Thank you,

Becky Stewart, EMS Chief

Washington County Regional Ambulance Authority

Central EMS