

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
December 7, 2010**

A meeting of the Fayetteville City Council will be held on December 7, 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. America in Bloom

Agenda Additions:

- 1. Amend 72.59 Dickson Street Entertainment District Annual Parking Pass:** An ordinance amending Chapter 72: Parking Regulations of the Code of Fayetteville by enacting a new section 72.59 Dickson Street Entertainment District Annual Parking Pass Program to provide an annual parking pass option for parking in the Dickson Street Entertainment District.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5371

A. Consent:

- 1. Approval of the November 16, 2010 City Council meeting minutes. APPROVED**

2. **Bobcat Skid Steer Loader Budget Adjustment (Resolution 177-10):** A resolution approving a budget adjustment in the amount of \$43,000.00 to provide funding for the purchase of a Bobcat skid steer loader authorized by Resolution No. 177-10.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 205-10

3. **Arkansas State Police Drug Task Force General Improvement Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Drug Task Force General Improvement Grant in the amount of \$38,604.00 for the purchase of two (2) undercover law enforcement vehicles, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 206-10

4. **Arkansas State Police Special State Asset Forfeiture Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$19,302.00 for the purchase of an undercover law enforcement vehicle, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 207-10

5. **Arkansas State Police Trunking Radio System General Improvement Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Trunking Radio System General Improvement Grant in the amount of \$36,000.00 for the purchase of eight (8) portable radios, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 208-10

6. **Police Department Unit Replacement:** A resolution approving a budget adjustment in the amount of \$25,000.00 to recognize insurance settlement proceeds related to the total loss of a police department undercover vehicle and to establish an appropriation for a replacement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 209-10

7. **Heckathorn Construction Company, Inc. Bid #10-66:** A resolution awarding Bid #10-66 and authorizing the construction and installation of electrical generators by Heckathorn Construction Company, Inc. in the amount of \$78,502.00 for use by the Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 210-10

8. **City of Greenland Wastewater Contract:** A resolution approving a contract extension with the City of Greenland for the operation and maintenance of its wastewater collection system.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 211-10

- 9. Crossover Road Water and Sewer Relocation AHTD-Utility Agreement:** A resolution approving a water and sewer utility relocation expense cost-sharing agreement with the Arkansas Highway and Transportation Department related to the widening of Crossover Road (State Highway 265) between Mission Boulevard and Joyce Boulevard.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 212-10

- 10. Baird, Kurtz & Dobson (BKD), LLP:** A resolution approving a contract with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$84,200.00 to provide independent audit services to the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 213-10

- 11. Happy Hollow Elementary Easement:** A resolution to modify the tree preservation easement for Happy Hollow Elementary located west of Crossover Road, one-half mile north of Huntsville Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 214-10

- 12. Butterfield Trail Village Project Revenue Bond:** A resolution to ratify the resolution of the Fayetteville Public Facilities Board approving refunding revenue bonds (Butterfield Trail Village Project), Series 2010 in a principal amount of not to exceed nineteen million dollars (\$19,000,000.00)

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 215-10

B. Unfinished Business:

- 1. 2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and Work Program. *This resolution was tabled at the November 16, 2010 City Council meeting to the December 7, 2010 City Council meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 216-10

- 2. SouthPass Amendment No. 1:** An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD. *This ordinance was left on the Second reading at the November 16, 2010 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5364

C. New Business:

1. **VAC 10-3662 (Oakbrooke Ph III):** An ordinance approving VAC 10-3662 submitted by Bates and Associates for property located in the Oakbrooke Subdivision, to vacate existing utility easements and tree preservation areas and re-dedicate them in the proper location, as described herein.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5365

2. **Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$44,551.97 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater permit requirements.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5366

3. **Amend Ordinance No. 5356:** An ordinance amending Ordinance No. 5356 concerning parking regulations by removing the sunset provision.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5367

4. **Amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone:** An ordinance amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone of the Fayetteville Code to allow one additional hour of public free parking (1:00 p.m. to 2:00 p.m.) on Sundays and to adopt an amended residential parking district map changing some paid parking spaces to mixed-use or residential permit only spaces.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5368

5. **Amend §72.50 & §72.58:** An ordinance to amend Article III Parking Meters of Chapter 72 Parking Regulations of the Fayetteville Code by changing the paid parking space designation of certain streets, by changing the maximum daily rate for paid parking to \$5.00, by eliminating a monthly paid parking program for gated city lots and for other purposes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5369

6. **Amend §72.99 Penalties:** An ordinance to amend §72.99 Penalties of Chapter 72 Parking Regulations to set the fine for overtime parking at \$15.00 and to limit issuing a parking citation to once within a four hour period.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5370

7. **Repeal §156.03 Flood Damage Prevention Code:** An ordinance to repeal the direct appeal to Circuit Court Provision of §156.03 (C)(6) Flood Damage Prevention Code.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5372

- 8. R & P Electroplating Donation Deed:** A resolution to authorize Mayor Jordan to sign the application for donation deed for the former R & P Electroplating property and a Brownfields Agreement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 217-10

City Council Tour:

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

Adjournment: 9:45 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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Subject:	Roll				
Mathew Petty Arrived at 6:05 P.M.	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan	✓			

9-0

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

Subject:	Consent				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Lucas			
<u>Minutes</u> <u>Approved</u> <u>passed</u> 205-10 thru 215-10	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

8-0

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

Subject:		2011 Annual Budget & Work Program			
Motion To:		<i>Amend - \$300,000 - CIP to old wire Road from Trails</i>		<i>Approve</i>	
Motion By:		<i>Ferrell</i>		<i>Gray</i>	
Seconded:		<i>No Second</i>		<i>Thiel</i>	
B. 1 Unfinished Business <i>passed</i> <i>216-10</i>	Ferrell			<i>N</i>	
	Lucas	<i>Motion</i>		<i>✓</i>	
	Lewis	<i>fails</i>		<i>✓</i>	
	Gray	<i>for lack</i>		<i>✓</i>	
	Thiel	<i>of a second</i>		<i>✓</i>	
	Cook			<i>✓</i>	
	Petty			<i>✓</i>	
	Rhoads			<i>✓</i>	
	Mayor Jordan				

7-1

Subject:		SouthPass Amendment No. 1			
Motion To:		<i>Third Read</i>	<i>Pass</i>		
Motion By:		<i>Thiel</i>			
Seconded:		<i>Ferrell</i>			
B. 2 Unfinished Business <i>passed</i> <i>5364</i>	Ferrell	<i>✓</i>	<i>✓</i>		
	Lucas	<i>✓</i>	<i>✓</i>		
	Lewis	<i>✓</i>	<i>✓</i>		
	Gray	<i>✓</i>	<i>✓</i>		
	Thiel	<i>✓</i>	<i>✓</i>		
	Cook	<i>✓</i>	<i>✓</i>		
	Petty	<i>✓</i>	<i>✓</i>		
	Rhoads	<i>✓</i>	<i>✓</i>		
	Mayor Jordan				

8-0

8-0

Subject:		VAC 10-3662 (Oakbrooke Ph III)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Lucas	Gray	
Seconded:			Lewis	Thiel	
C. 1 New Business <u>Passed</u> 53605	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:		Regional Urban Stormwater Education Program			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Rhoads	Rhoads	
Seconded:			Lucas	Lucas	
C. 2 New Business <u>Passed</u> 53666	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	Recuse	Recuse	Recuse	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	Absent during the vote.	Absent during the vote.	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				
		6-0	6-0	7-0	

Subject:		Amend Ordinance No. 5356			
Motion To:					
		2nd Read	3rd Read	Pass	
Motion By:					
		Lucas	Gray		
Seconded:					
		Ferrell	Ferrell		
C. 3 New Business <u>passed</u> 5367	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		Amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone			
Motion To:					
		2nd Read	3rd Read	Pass	
Motion By:					
		Thiel	Ferrell		
Seconded:					
		Ferrell	Rhoads		
C. 4 New Business <u>passed</u> 5368	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

80

8-0

8-0

8-0

80

8-0

Subject:		72.59 Annual Pass Parking			
Motion To:		Add to the Agenda	2nd Read	3rd Read	Pass
Motion By:		Rhoads	Ferrell	Ferrell	
Seconded:		Lewis	Rhoads	Rhoads	
Added After Amend 72.50 & 72.58	Ferrell	✓	✓	✓	✓
	Lucas	✓	✓	✓	✓
	Lewis	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Thiel	✓	✓	✓	✓
<u>Passed</u> 5371	Cook	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Rhoads	✓	✓	✓	✓
	Mayor Jordan				
		8-0	8-0	8-0	8-0

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

Subject:		Repeal §156.03 Flood Damage Prevention Code			
Motion To:					
Motion By:					
Seconded:					
C. 7 New Business Passed 5372	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
	Cook	✓	✓	✓	
	Petty	Absent during the vote.	Absent during the vote.	Absent during the vote.	
	Rhoads	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:		R & P Electroplating Donation Deed			
Motion To:					
Motion By:					
Seconded:					
C. 8 New Business 217-10	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Rhoads	✓			
	Mayor Jordan				

8-0



TO: Lioneld Jordan, Mayor

Kit Williams
City Attorney

THRU: Sondra Smith, City Clerk

Jason B. Kelley
Assistant City Attorney

FROM: Kit Williams, City Attorney

DATE: December 8, 2010

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of December 7, 2010

- 1. Bobcat Skid Steer Loader:** A resolution approving a budget adjustment in the amount of \$43,000.00 to provide funding for the purchase of a Bobcat Skid Steer Loader authorized by Resolution No. 177-10.
- 2. Arkansas State Police Drug Task Force Grant:** a resolution authorizing acceptance of a non-matching Arkansas State Police Drug Task Force General Improvement Grant in the amount of \$38,604.00 for the purchase of two undercover law enforcement vehicles, and approving a budget adjustment.
- 3. Arkansas State Police Forfeiture Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$19,302.00 for the purchase of an undercover law enforcement vehicle, and approving a budget adjustment.
- 4. Arkansas State Police Trunking Radio System Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Trunking Radio System General Improvement Grant in the amount of \$36,000.00 for the purchase of eight (8) portable radios, and approving a budget adjustment.
- 5. Police Department Unit Replacement:** A resolution approving a budget adjustment in the amount of \$25,000.00 to recognize insurance settlement proceeds related to the total loss of a police department undercover vehicle and to establish an appropriation for a replacement.

6. **Heckathorn Construction Co, Inc. Bid #10-66:** A resolution awarding Bid #10-66 and authorizing the construction and installation of electrical Generators by Heckathorn Construction Company, Inc. in the amount of \$78,502.00 for use by the Fire Department.
7. **Greenland Wastewater Contract:** A resolution approving a contract extension with the City of Greenland for the operation and maintenance of its wastewater collection system.
8. **Crossover Road Water/Sewer Relocation:** A resolution approving a water and sewer utility relocation expense cost-sharing agreement with the Arkansas Highway and Transportation Department related to the widening of Crossover Road (State Highway 265) between Mission Boulevard and Joyce Boulevard.
9. **BKD, LLP:** A resolution approving a contract with Baird, Kurtz Y Dobson (BKD), LLP, in the amount of \$84,200.00 to provide independent audit services to the City of Fayetteville.
10. **Butterfield Trail Village Project Revenue Bonds:** A resolution ratifying the resolution of the Fayetteville Public Facilities Board approving refunding revenue bonds (Butterfield Trail Village Project), Series 2010 in a principal amount of not to exceed \$19,000,000.00 and declaring an emergency.
11. **2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and work program.
12. **Ordinance No. 5356 Amendment:** An ordinance amending Ordinance No. 5356 concerning parking regulations by removing the sunset provision.
13. **Amendment to §72.18 Residential Parking Permit Program:** An ordinance to amend §72.18 **Residential Parking Permit** Program for the Entertainment District Parking Zone of the Fayetteville Code to allow one additional hour of public free parking (1:00 P.M. to 2:00 P.M.) on Sundays and to adopt an amended Residential Parking District Map changing some paid parking spaces to mixed-use or residential permit only spaces.
14. **§§72.50 and 72.58 Amendments:** An ordinance to amend Article III **Parking Meters** of Chapter 72 **Parking Regulations** of the Fayetteville Code by changing the paid parking space designation of certain streets, by changing the maximum daily rate for paid parking to \$5.00, by eliminating a monthly paid parking program for gated city lots and for other purposes.

15. §72.99 Penalties Amendment: An ordinance to amend §72.99 **Penalties** of Chapter 72 **Parking Regulations** to set the fine for overtime parking at \$15.00 and to limit issuing a parking citation to once within a four hour period.

16. §156.03 Flood Damage Prevention Code Repeal: An ordinance to repeal the direct appeal to Circuit Court provision of §156.03(C)(6) **Flood Damage Prevention** code.

17. R&P Electroplating Donation Deed: A resolution to authorize Mayor Jordan to sign the application for donation deed for the former R&P Electroplating property and a Brownfields Agreement.

18. Chapter 72: Parking Regulations Amendment: An ordinance amending Chapter 72: **Parking Regulations** of the Fayetteville Code by enacting a new §72.59 **Dickson Street Entertainment District Annual Parking Pass Program** to provide an annual parking pass option for parking in the Dickson Street Entertainment District.

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Left on the Second Reading

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ORDINANCE NO.

AN ORDINANCE APPROVING VAC 10-3662 SUBMITTED BY BATES AND ASSOCIATES FOR PROPERTY LOCATED IN THE OAKBROOKE SUBDIVISION, TO VACATE EXISTING UTILITY EASEMENTS AND TREE PRESERVATION AREAS AND RE-DEDICATE THEM IN THE PROPER LOCATION, AS DESCRIBED HEREIN.

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

WHEREAS, the City Council has determined that the following described platted utility easements are not required for corporate purposes, once new utility easements are dedicated; and

WHEREAS, the City Council has the authority under §167.047(L) of the Unified Development Code to modify or abolish a recorded tree preservation area; and

WHEREAS, the City Council has determined that the following described portion of the recorded tree preservation area should be adjusted to reflect accurate areas of canopy protection, that the proposed modification would not lower the preserved tree canopy below the required level, and would allow for the maintenance of existing drainage easements on the subject property;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons all utility easements as shown on Exhibit A and described in the Exhibit B, attached.

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

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves the modification of the tree preservation area as shown in Exhibit A and described in Exhibit B, attached.

Section 4: That this ordinance approval is subject to the Conditions of Approval as follows, and shall not be in effect until all conditions are met.

1. An easement plat or final plat depicting the utility easements needed to serve the Oakbrooke project, as required by all utility representatives, shall be dedicated and filed of record. The vacation of all easements shall not be accepted until this requirement has been met.
2. Any relocation of existing utilities shall be at the owner/developer's expense prior to recordation of the easement vacation.
3. An easement plat or final plat depicting the modified tree preservation area needed to meet the tree preservation requirements for the Oakbrooke Subdivision, as required by the City of Fayetteville Urban Forester, shall be dedicated and filed of record.

PASSED and APPROVED this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

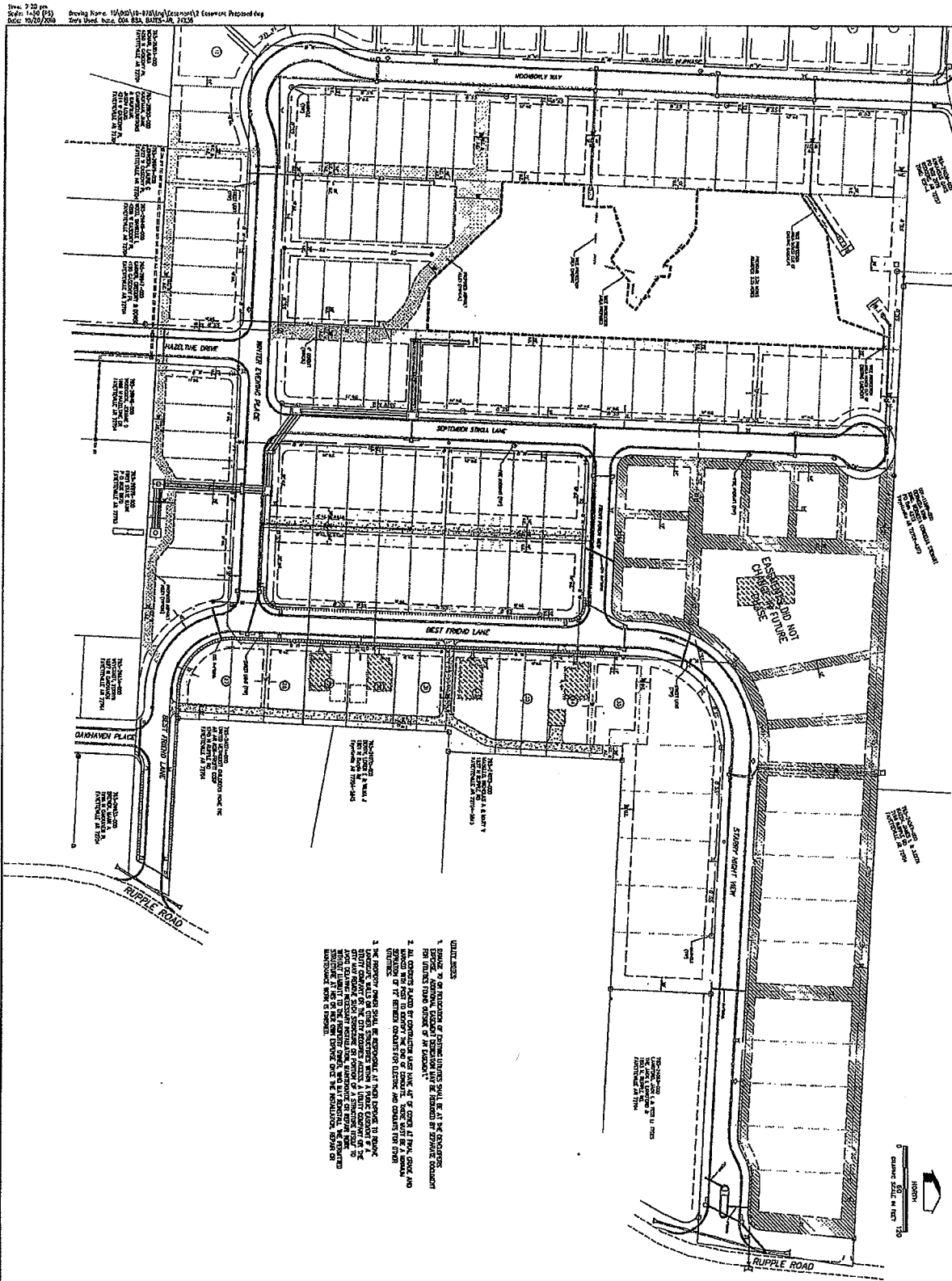
EXHIBIT "B"
VAC 10-3662

AREA OF DISCUSSION FOR VACTION REQUEST:

A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE FRACTIONAL SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°10'41"E 184.13' FROM THE SOUTHWEST CORNER OF SAID SOUTH HALF AND RUNNING THENCE N02°17'42"E 110.42', THENCE N87°10'42"W 8.13', THENCE N02°18'02"E 960.73', THENCE S87°49'42"E 252.14', THENCE S87°09'15"E 207.79', THENCE S02°17'42"W 442.08', THENCE S87°42'18"E 338.00', THENCE N02°17'42"E 36.64', THENCE S87°42'18"E 150.85', THENCE S02°50'04"W 223.11', THENCE N87°28'48"W 28.54', THENCE S02°49'03"W 389.83', THENCE S87°09'30"E 254.42', THENCE S25°35'53"W 64.93', THENCE N87°10'24"W 1135.30' TO THE POINT OF BEGINNING, CONTAINING 18.55 ACRES, MORE OR LESS.

EXHIBIT "A"

C. 1
VAC 10-3662 (Oakbrooke Ph III)
Page 4 of 4



Bates & Associates, Inc.
Civil Engineering & Surveying
811 W. Collins Square Dr. Suite 2
Fayetteville, Arkansas 72703
Phone: 479-243-4349 Fax: 479-243-4349

**EASEMENT PLAT FOR
OAKBROOKE SUBDIVISION PHASE III**

FAYETTEVILLE, ARKANSAS

REVISIONS	DATE

PROFESSIONAL ENGINEER
AR 0000000000
Copyright © 2000 Bates & Associates, Inc.

Added at
Agenda Session
11/30/10

City of Fayetteville Staff Review Form

C. 8
R & P Electroplating
Donation Deed
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

12/7/10

City Council Meeting Date
Agenda Items Only

Connie Edmonston
Submitted By

Division

Parks & Recreation
Department

Action Required:

Mayor Jordan's signature on the application requesting a donation deed for the former R & P Electroplating property from Arkansas Land Commissioners for Parks and Recreational use including a multi-sport field, trail, trail head parking, pavilion, fishing area, and picnicking area. Parks would add the maintenance of this property into the mowing and maintenance schedule. Costs would be absorbed into the 2011 operational budget and capital needs would be addressed in future CIP. See attached application.

0 -
Cost of this request

\$ -
Category / Project Budget

Program Category / Project Name

Account Number

\$ -
Funds Used to Date

Program / Project Category Name

Project Number

\$ -
Remaining Balance

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Connie Edmonston
Department Director 11-24-10
Date

Previous Ordinance or Resolution #

J. M. King
City Attorney 11-24-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Baker
Finance and Internal Services Director 11-29-2010
Date

Received in City Clerk's Office 11-24-10 P01:30 RCVD

King

Don Man
Chief of Staff 11-29-10
Date

Received in Mayor's Office



Mayor 11/30/10
Date

Comments:

Should go to Council. Kit will follow up with a memo. See my memo. JK



City Council Meeting Date:
December 7, 2010

City Council Agenda Memo

To: Mayor and Members of the City Council
From: Don Marr, Chief of Staff
Thru: Mayor Jordan
Date: 11-30-2010
Subject: Request for R&P Electroplating Property & Brownfield Agreement

Recommendation:

The City Staff and Administration recommend on behalf of the Mayor's office that the City Council of the City of Fayetteville, AR pass a resolution to authorize Mayor Jordan to sign the Application for Donation Deed for the Former R & P Electroplating Property and a Brownfield Agreement.

Background:

The City of Fayetteville, AR was contacted by Ryan Benefield, Deputy Director of ADEQ and Clyde Rhoads, Chief, Hazardous Waste Division of ADEQ seeking the City of Fayetteville's interest in taking the old R&P Electroplating land which was cleaned up by ADEQ for 2.4 million dollars and using the land for a public purpose. ADEQ communicated to the Mayor and staff that they would go with the City of Fayetteville to the Land Commissioners Office in support of the City's request to obtain this land free of charge. The City of Fayetteville will have to agree to allow ADEQ to continue to monitor ground water and protect the three monitoring wells on the site as well as insure that the property is not used for any industrial purposes in the future. A letter of intent to participate in the Brownfield Program has been sent to ADEQ and this initiates ADEQ conducting a Phase I permit, which provides the City of Fayetteville Federal Protection. The Brownfield agreement protects the City of Fayetteville of liability associated with the site's clean-up and prior contamination history with the State of Arkansas.

ADEQ anticipates that this will be completed within two weeks. Once the City of Fayetteville has all of the paperwork, and application for the Brownfield Agreement presented and approved by ADEQ, the City will file the paperwork requesting application for donation deed for the previous Plating Park, Inc property now owned by the State of Arkansas. Any future responsibilities of collecting the 2.4 Million dollars spent on clean up would be forgiven by ADEQ since the land would be then utilized by a municipal entity (the City of Fayetteville AR) for a public purpose (Multi Use Park and Trail connection)

Additionally the current baseball fields (White River Baseball complex) has a portion of the field that is within the R&P Electroplating surveyed property, and this will clear up that property line issue, and will now show that all of the ball field, and future trail connection, and newly proposed multi-use field will be the property of the City of Fayetteville. This 6 acres of land will link two park areas together. (Combs Park and White River Baseball Park).

Budget Impact:

We believe the budget impact for the City of Fayetteville will be minimal. There will be no cost to the city to obtain/acquire the land, and there is no responsibility of the city to pay back the 2.4 Million Dollars of funds utilized to clean up the land. There will however, be an on-going annual maintenance cost to mow and maintain the multi-purpose field. This area currently has park staff in the area, maintaining the White River Complex and Combs Park, and therefore this will be incorporated into the regular maintenance schedule of these areas. Funds to develop this multi-use park and Trail connection will come from future CIP and HMR Parks Development funds – which at this time have not been committed to this project – because the land has not yet been given to the City of Fayetteville. This will be programmed in future CIP/HMR program request.

Application for Donation Deed Under A.C.A. §22-6-501 Former R & P Electroplating Property

Application submitted by the City of Fayetteville, AR

1. Proposed use of land:

The City of Fayetteville is requesting the donation of the former R & P Electroplating property. This land would become a crucial and integral part of the Parks and Recreation park system and would complete a vital link between existing facilities. Compelling reasons to consider this request are described below. See attached map.

1. The property lies between the City's White River Baseball Complex and Combs Park. A portion of one of the existing baseball fields is currently located on the R & P property and the City recognizes the need to acquire the land to obtain ownership of the field to secure future use of the field for the Youth Baseball Program for ages 13 - 18.
2. Ownership of this property would enable the City to obtain an important parcel of land that links the White River Baseball Complex consisting of 49 acres (located north of R & P property) to Combs Park with 80 acres (located south of R & P). The 135 acres of continuous park land joining two existing parks would provide several recreational opportunities for the City along the White River corridor such as a trail, pavilion, and picnicking and fishing area.
3. The Fayetteville Alternative Transportation and Trails Plan includes a multi-use trail traversing the R & P property. Incorporating the R & P site into the Parks and Recreation Department would secure 135 acres of continuous, vital greenway, as well as provide a needed trail and trail head with parking. Other recreational amenities would include a pavilion, picnic area, and a public fishing area.
4. A multi-sport field on this site would provide additional playing fields for soccer, rugby, ultimate frisbee, baseball/softball practice, as well as other possible sports or special events. To meet future field needs, Parks and Recreation has preliminarily discussed the possibility of leasing land on the south side of Pump Station Road from Marshalltown Tools to create a multi-sport complex (which includes the R & P field) in our City's southeast side. Existing concession and restroom facilities located at White River Baseball Complex would support this proposed complex.

2. Duration of use for the stated purposes:

1. White River Baseball Complex will continue operating as long as there is a baseball league for ages 13 to 18. At some point in time, the baseball complex may be used for other age groups or as practice fields.

2. Recreational improvements planned for the site will be constructed as funding is available. The trails will initially be blazed in 2011 as nature trails by a volunteer group such as the Boy Scouts. Pump Station Road will be utilized for parking for the trail system, as well as the multi-sport field effective in 2011. Fishing from the bank will be permitted.
3. The Fayetteville Alternative Transportation Trail will be 12 feet wide, will be composed of asphalt/concrete and will replace the initial nature trail. This trail is estimated to be built in the next 5 to 10 years depending upon approval of City Council.
4. The multi-sport field will be prepared and seeded for use in 2011. Plans are to upgrade the field in future years when the budget allows, and to irrigate from the White River upon approval of the Corp of Engineers. The multi-sport complex completion date will be determined by public need and a future property lease for additional fields from Marshall Town Tools. See attached map.

3. The division or department designated for the maintenance and operation of the property once deeded:

The Fayetteville Parks and Recreation Department will be responsible for the maintenance and recreational programming of this property. It will be routinely maintained and operated as part of the City's parks system in 2011.

4. Date of beginning of construction:

Parks and Recreation plans to have a natural trail blazed through this property and to upgrade and reseed the multi-sport field early in 2011. Once the field is ready, it will be programmed for practices and events. The Alternative Transportation Trail is estimated to be built in the next 5 to 10 years depending upon approval of City Council. Other recreational amenities such as the pavilion and picnic table will be added as budget permits.

5. Whether the proposed use includes sale or conveyance of the property to a third party:

No sale or conveyance of the property is anticipated. The City would own the property as a park and would be responsible for properly maintaining and upgrading the property for outdoor recreational purposes.

Thank you for your consideration of this important request from the City of Fayetteville. If this request is approved, please be assured that the Fayetteville Parks and Recreation Department and the citizens of Fayetteville would benefit from this generous donation of property.

APPLICATION FOR DONATION DEED UNDER A.C.A. § 22-6-501, AS AMENDED

C. 8
R & P Electroplating
Donation Deed
Page 6 of 10

The undersigned hereby requests a Donation Deed under A.C.A. § 22-6-501 to be issued on the following described Real Property in WASHINGTON County.

Parcel Number: 765-19950-000 Code / Year: 31-4 1997

Record owner as certified: PLATING PARK, INC.

Description: DISTRICT 11- Under Investigation for Haz, Waste Contamination by DEQ Acreage: 0 Lot: 12 City: FAYETTEVILLE Addition: INDUSTRIAL PARK
FINAL REPLAT

The above referenced property was forfeited to the Commissioner of State Lands for the nonpayment of ad valorem real estate taxes for the year 1997.

Please address the following requirements, attach extra sheet or plan if necessary.

The name of the government agency or office to whom title should be conveyed:

City of Fayetteville, AR

Please attach a statement including the following information: 1) **Proposed use of land;** 2) **Duration of use for the stated purpose;** 3) **The division or department designated for the maintenance and operation of the property once deeded;** 4) **Date of beginning of construction, if applicable;** 5) **And, whether the proposed use includes sale or conveyance of the property to a third party** You may also include any maps, plats, drawings or plans detailing the proposed use as well as any information regarding financing of the construction and maintenance of the project.

The undersigned states that it understands the following:

The Commissioner of State Lands is authorized to accept the application as submitted or recommend modifications to the application. The Commissioner of State Lands is further empowered to disallow any application determined by the Commissioner to be contrary to the best interests of the health and general welfare of the state and its citizens.

The deed issued by the Commissioner of State Lands to a state department or agency, state institution, city, county or school district under A.C.A. § 22-6-501, as amended, may contain restrictive covenants or reservations stating that should the governmental unit no longer desire to use the land for the proposed use stated in the application, said governmental unit shall submit a subsequent letter of application to the Commissioner of State Lands to request change in the use of the property, and the Commissioner of State Lands shall accept, modify, or disallow the request. Moreover, should the governmental unit determine that the property can no longer be utilized, the property shall revert to the State. In no case shall the property be sold or donated by the governmental entity unless otherwise stated and approved by the Commissioner in this application.

Authorized signature of Governmental Unit

Date

Lioneld Jordan, Mayor City of Fayetteville, AR

Printed Name and Title

Mail To:

City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE
APPLICATION FOR DONATION DEED FOR THE FORMER R & P
ELECTROPLATING PROPERTY AND A BROWNFIELDS AGREEMENT**

WHEREAS, the Arkansas Department of Environmental Quality has performed a \$2.4 million clean-up and remediation on the old R & P Electroplating property; and

WHEREAS, the corporate owner (Plating Park, Inc.) has failed to pay property taxes on this parcel since 1997 and has thus forfeited the property to the State of Arkansas; and

WHEREAS, the \$2.4 million lien for such ADEQ remediation cannot be released unless this property is conveyed to a public entity; and

WHEREAS, the Fayetteville Parks and Recreation Department desires to receive this property which adjoins other city park land for use as outlined in the Application For Donation Deed; and

WHEREAS, if a Brownfields Agreement can be achieved, the potential liabilities for the City of Fayetteville for accepting this hazardous waste site will be lessened.

**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 authorizes Mayor Jordan to sign the Application For Donation Deed for the Plating Park, Inc. property and deliver the Application to the State Land Commissioner once the City has received the Brownfields Agreement which Mayor Jordan is also authorized to sign.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

MEMORANDUM

TO: DON MARR, CHIEF OF STAFF
CONNIE EDMONSTON, PARKS DIRECTOR

FROM: JASON B. KELLEY, ASST. CITY ATTORNEY

CC: KIT WILLIAMS, CITY ATTORNEY

RE: R&B ELECTROPLATING PROPERTY

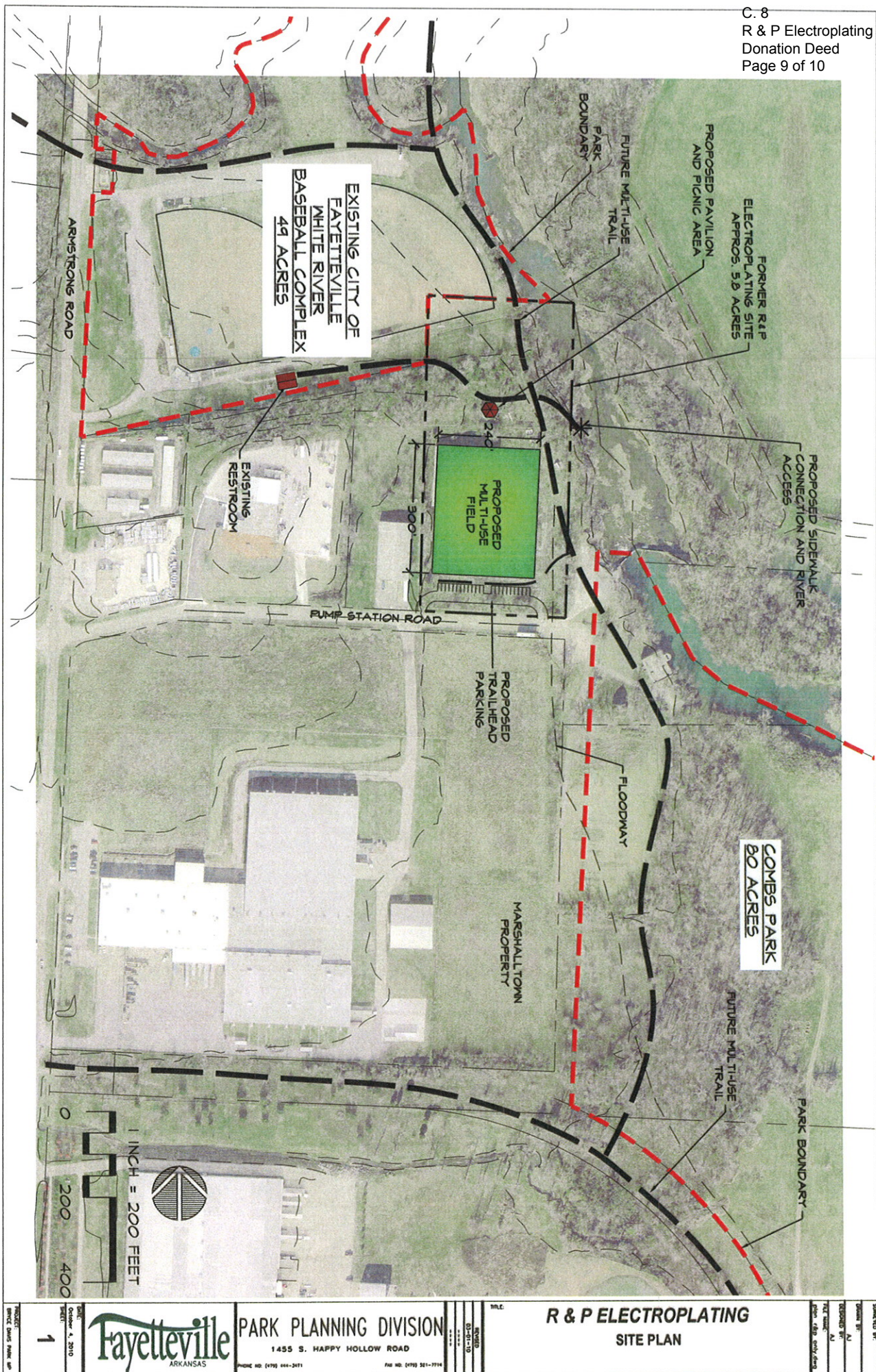
DATE: NOVEMBER 22, 2010

Assuming assurances by the Arkansas Department of Environmental Quality (ADEQ) and the state Land Commissioner's office are maintained, the City's acquisition of the former R&B Electroplating property should be a positive experience for the City of Fayetteville and a benefit to the City's residents. But as we discussed previously, there are risks in the proposal.

My initial concern is that by taking title to the property before completion of the ADEQ Brownfields Program application and implementing agreement, a chance exists that if environmental concerns are discovered on the property between the time the City takes title and completion of the Brownfields process, the City, as owner, could be liable for additional cleanup or remediation costs. I understand that the risk is slight, given that ADEQ itself performed \$2.4 million in remediation on the property, but the risk is still there and should be disclosed.

Secondly, after the Phase I site assessment is completed, the City and ADEQ will negotiate an implementing agreement which would define any City obligation regarding future environmental concerns on the property and, in return, provide the City with liability protection from environmental issues on the site for any pre-existing conditions. Should problems be detected prior to finalization of the process, ADEQ could require the City to perform additional remediation in exchange for the liability protection. This would equate to unanticipated expense. Again, this is a slight risk given that ADEQ would likely be hesitant to criticize its own cleanup effort, but the possibility remains.

Since the City has decided to initiate the process to obtain the land, I have emailed ADEQ to request the required application information we don't know. I have also requested a list of the deed restrictions ADEQ will want the Land Commissioner to include. When I get a response, I will forward it to each of you.



Fayetteville
ARKANSAS

PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD

R & P ELECTROPLATING
SITE PLAN

DATE: 4/2010
DRAWN BY: 1
CHECKED BY: 1
APPROVED BY: 1

PROJECT: R & P ELECTROPLATING
SHEET: 1 OF 1
SCALE: AS SHOWN
DATE: 4/2010



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
November 16, 2010**

A meeting of the Fayetteville City Council was held on November 16, 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, Thiel, Cook, Petty, Ferrell, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Rhoads and Lucas

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Quarterly Report of the Financial Condition of the City – City Clerk Sondra Smith, Finance Director Paul Becker.

The quarterly report was emailed to the City Council.

Paul Becker, Finance Director gave a brief summary of the quarterly report.

Agenda Additions: None

Consent:

Approval of the November 2, 2010 City Council meeting minutes.

Approved

Bid #10-64 Challenge Technologies: A resolution awarding Bid #10-64 and authorizing the purchase of two (2) on-line respirometers from Challenge Technologies in the amount of \$42,500.00 plus applicable sales tax for use at city wastewater treatment facilities.

Resolution 195-10 as recorded in the office of the City Clerk.

Bid #10-65 HACH Company: A resolution awarding Bid #10-65 and authorizing the purchase of a flow injection analysis instrument from HACH Company in the amount of \$53,930.78 for use in testing at city wastewater treatment facilities.

Resolution 196-10 as recorded in the office of the City Clerk.

McClelland Consulting Engineers Amendment No. 2: A resolution approving contract Amendment No. 2 to a contract with McClelland Consulting Engineers in the amount of \$32,036.33 for final design services for Mount Sequoyah Pressure Plane Improvements associated with the Canterbury Water Tank including water pump station and off-site water line extension, and maintaining a \$20,000.00 contingency.

Resolution 197-10 as recorded in the office of the City Clerk.

Fayetteville MSA Limited Partnership/Verizon Wireless: A resolution approving a second amendment to the contract with Fayetteville MSA Limited Partnership d/b/a Verizon Wireless providing for increased rent of \$245.70 per month for cellular antenna space on the Gulley Road Water Tower.

Resolution 198-10 as recorded in the office of the City Clerk.

Amend Resolution 166-10: A resolution to amend Resolution No. 166-10 to authorize either City Council Member Shirley Lucas or Sarah Lewis to represent the Fayetteville City Council during the Settlement Conference of November 17, 2010, as required by the Federal Magistrate.

Resolution 199-10 as recorded in the office of the City Clerk.

2010 ADEQ Recycling Grant For Containers: A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District in the amount of \$29,449.00 for recycling containers for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.

Resolution 200-10 as recorded in the office of the City Clerk.

2010 ADEQ Recycling Grant For Education: A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain

Solid Waste District in the amount of \$15,551.00 for educational material for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.

Resolution 201-10 as recorded in the office of the City Clerk.

Highway 16 Improvements: A resolution authorizing payment to the Arkansas State Highway and Transportation Department in the amount of \$980,906.00 for a portion of the City's fifty percent (50%) share of improvements to State Highway 16 from Armstrong Avenue to Stonebridge Road.

Resolution 202-10 as recorded in the office of the City Clerk.

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

Unfinished Business: None

New Business:

Bid #10-60 Crossland Heavy Contractors, Inc.: A resolution awarding Bid #10-60 and authorizing a contract with Crossland Heavy Contractors, Inc. in the amount of \$2,770,280.00 for construction of a biosolids management thermal dryer, approving a project contingency of \$140,000.00, and approving a budget adjustment.

David Jurgens, Utilities Director gave a brief description of the resolution.

Alderman Ferrell: What do you anticipate as the completion date?

David Jurgens: This part will probably come into operation in July. The solar drying houses which are already under construction should be completed in February.

Alderman Ferrell: This February?

David Jurgens: Yes.

Alderman Ferrell: Do you anticipate having significant capital expenses next year?

David Jurgens: In terms of wastewater no. There is one major capital project that we anticipate, the southern Fayetteville Sanitary Sewer Rehabilitation, which we have put on hold because we are waiting on a \$280,000 grant.

The other question is phosphorus and the two new permits that are being issued. The permit for the West Plant is on hold. The permit for Noland Plant will be due in May. If there are

increased discharge requirements, which make it more stringent, then we may be forecasting something in the future based on that.

Alderman Lewis: This is an important project because it's an investment in something that will allow us to save a lot of money in the number of tractor trailer loads weekly to Prairie View and Oakridge Landfill. This will allow us to deal with our biosolids here and potentially create revenue.

David Jurgens: Yes ma'am, right now it is waste but we are hoping to turn that into an asset. This is a marketable product in a number of places for revenue.

Alderman Lewis: Thank you.

Alderman Cook: The best part of that is it's the beginning of the end of the wastewater system improvement project. This is the last big contract.

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

Resolution 203-10 as recorded in the office of the City Clerk.

Mayor Jordan thanked David Jurgens and the Water and Sewer Committee for their hard work.

CH2M Hill Engineers, Inc. Amendment No. 1: A resolution approving contract Amendment No. 1 with CH2M Hill Engineers, Inc. in the amount of \$6,765,224.00 for operation, maintenance, management, and engineering services for city wastewater treatment facilities and systems, and approving a \$70,000.00 contract contingency.

David Jurgens gave a brief description of the resolution.

Alderman Ferrell: I love to see a \$90,000 reduction in the contract.

Alderman Lewis: They saved energy efficiencies as well and that's not included in this, is that right?

David Jurgens: The cost for the energy savings is not included. That is how this contract from 2009 to 2010 was reduced by almost \$1,000,000.

Alderman Lewis: This is on top of that?

David Jurgens: Yes ma'am.

Alderman Cook: I appreciate OMI's diligence with their contract. Billy and his crew do a good job and I appreciate it.

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

Resolution 204-10 as recorded in the office of the City Clerk.

Mayor Jordan: OMI has done a fantastic job and I want to thank you on behalf of the citizens and this Administration.

2011 Annual Budget & Work Program: A resolution adopting the 2011 Annual Budget and Work Program.

Paul Becker, Finance Director gave a brief description of the resolution.

Alderman Ferrell: Were there any salaries reduced?

Paul Becker: We did not reduce individual salaries. That is a salary line item.

Don Marr thanked the department directors and division managers who spent a lot of time on the budget. They did a fabulous job of looking at expenses and trying to reduce the budget. He thanked the budget staff, Kevin Springer, Barbara Fell, and Liz Hutchens for the time they worked on the budget to meet timelines and Fire Chief David Dayringer and Police Chief Greg Tabor for their contributions because they are two of the our largest divisions. He also thanked all of the elected officials, the Judge, City Attorney, City Clerk and the Mayor for their work on the budget and Paul Becker.

Mayor Jordan: We also need to thank the Chief of Staff who has done a fantastic job as well.

Alderman Lewis: I would like to add that I noticed and appreciated the way this was organized with the drainage and maintenance and how that was divided out.

Mayor Jordan: This was not an easy budget but we have kept our service level the same that it's always been. He went on to speak on staff's continuing efforts throughout the budget process.

Alderman Ferrell: Alderman Rhoads is not able to be here and he asked that we wait to take any action until he could be back.

Alderman Thiel moved to table the resolution to the December 7, 2010 City Council meeting. Alderman Gray seconded the motion. Upon roll call the motion passed 5-1. Alderman Petty voting no. Alderman Rhoads and Lucas were absent.

This resolution was tabled to the December 7, 2010 City Council Meeting.

SouthPass Amendment No. 1: An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance and the amendments. He stated we are recommending in favor of all the amendments as listed in the ordinance and the attached exhibits.

Alderman Ferrell: From the very beginning of this, under a different set of circumstances and different people, I was opposed to this. From the very beginning the 33 acre site was the thing to me that was a bad mistake. Has the mitigation started yet?

Jeremy Pate: You are referring to the preexisting landfill. That was part of the contract that the former property owners would deed that property to the City so we hold that property as well. ADEQ is utilizing State funds to clean that site up. No construction has started yet but we have received preliminary plans and they are in discussion with easements surrounding the property for buffers and have worked with our Parks Department on that. I am not sure if there is a time table set for that yet.

Don Marr: There has not been a time table set although they have asked us to look at additional boundary requirements where they identified mediation would be needed which is currently being done with ADEQ.

Alderman Ferrell: It seems like we have taken lemons and made lemonade. There is a promise to do something out here and I will probably support it.

Alderman Lewis: This was originally proposed as a project with a developer and the whole thing was under their control. This is more like a master plan and this could be developed by multiple people and organizations and the City has this PZD in place to say we have the plan for that site.

Jeremy Pate: You are exactly correct. This is a large piece of property that I would anticipate many developers over time that would develop portions of the property. The benefit that we have is a neighborhood plan that was submitted by the developer which is enforceable by law, the ordinance, the PZD standards and the architectural design standards that they have established for each planning area. All those things are enforceable by this ordinance. So when any one of many individuals submits a property for development we will take them back to that project plan and say you have to meet these standards that were set out and approved by the Council.

Alderman Lewis: They have five years to get Phase I. What happens if they don't?

Jeremy Pate: Within five years they must obtain the construction permits for infrastructure for that phase, if they achieve that they have three years to construct it and if they don't achieve that they can apply for a one year extension. If it never happens they will come back before you requesting a new phasing plan or the project dies. When a PZD expires the Council has a couple of options. You can leave it as the PZD but the property owner is not able to do anything with that property or the property can be rezoned. What you do not get to do is keep the same design standards.

Alderman Lewis: So it's Chambers Bank who is in charge of getting this rolling within the next five years or are they recruiting people to take it off their hands to do that?

Jeremy Pate: It could be either or both. The incentive here is for them to have Phase I be the first Phase developed. That is the one that has the most critical time crunch.

Mayor Jordan: The main thing is we wanted the City to keep control no matter who develops it under the same sort of standards through this process.

Alderman Thiel: I think this is the best thing that can happen with a project that we thought was not going to bring anything back to the Parks. I certainly support it.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion.

Alderman Petty: I would prefer to give this at least two meetings so I am going to vote against moving it to the second reading. This is one of the biggest projects the Council has ever seen. This is a pretty substantial change.

Upon roll call the motion passed 6-1. Alderman Ferrell, Lewis, Gray, Thiel and Cook voting yes. Alderman Petty voting no. Mayor Jordan voted yes to go to the second reading. Alderman Rhoads and Lucas were absent.

City Attorney Kit Williams read the ordinance.

This ordinance was left on the second reading.

City Council Tour: Monday, November 15, 2010 – Meet at the Walton Arts Center parking lot at the South end.

Meeting adjourned at 6:50 p.m.

Lionel Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

72.59 Dickson Street Entertainment District Annual Parking Pass Program

Notwithstanding any other provision of this Code to the contrary, any person who desires to park a vehicle in the Dickson Street Entertainment District may do so by purchasing a Dickson Street Entertainment District Annual Parking Pass for the vehicle pursuant to the program created herein.

(A) Validity and Usage

- (1) An annual parking pass, valid for use only in the Dickson Street Entertainment District, shall permit the vehicle to which the pass has been issued to park in any valid paid parking space in the District, without the requirement of paying any pay station or meter.
- (2) The annual parking pass shall not be valid for parking in any public gated lots which require payment upon exit.
- (3) The annual parking pass shall not be valid for parking in any residential parking zone.
- (4) The annual parking pass shall not guarantee a parking space to a vehicle with an annual parking pass.
- (5) The annual parking pass shall not be valid for any parking space marked as "No Parking".
- (6) The annual parking pass shall be visible from the exterior of the vehicle while it is parked in the District, and it shall display an identifying number.

(B) Issuance, Transfer & Costs

- (1) An annual parking pass, valid from August 1st through July 31st the following year and issued pursuant to this section, shall cost \$600.00. The total cost shall be reduced if purchased after August 1st but before June 1st the following year by an amount equal to the total annual cost divided by the total number of days remaining before the next August 1st. Any annual parking pass purchased on or after June 1st shall only become valid on the following August 1st.
- (2) An annual parking pass is vehicle specific in that it shall be tied to only one vehicle license plate number, and not to any particular person.
- (3) An annual parking pass may be transferred to another vehicle upon payment of a \$25.00 processing fee.
- (4) No refunds shall be issued for any annual parking pass.

Handed out at the City Council Meeting 12-07-10
R & P Electroplating Donation Deed.

ADEQ

ARKANSAS
Department of Environmental Quality

RECEIVED

DEC 03 2010

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

December 1, 2010

The City Of Fayetteville
Attention: Mayor Lioneld Jordan
113 West Mountain
Fayetteville, Arkansas 72701

Re: Letter of Intent to Purchase and Enter into the Brownfields Program the property located at 2000 Pump Station Road, Fayetteville, Washington County, AR, R&P Electroplating Site. AFIN 72-00174

Dear Mayor Jordan:

The Arkansas Department of Environmental Quality (ADEQ) has received your Notice of Intent to Purchase and request to enter the property located at 2000 Pump Station Road, Fayetteville, Washington County, Arkansas in the Arkansas Brownfields Program. ADEQ's review of the information submitted demonstrates that you meet the requirements for participation in the Arkansas Brownfields Program as described in Arkansas Code Annotated (A.C.A.) § 8-7-1104(a).

A Phase I Environmental Site Assessment (ESA) will be provided by our "on call contractors". The ADEQ technical staff will provide free technical assistance and oversight throughout the Brownfields process. The Phase I ESA will be reviewed to make sure it meets the current standards, then, if recommended, a Comprehensive Site Assessment (CSA) will be required to determine the nature and extent of site contamination.

ADEQ would like to offer our support in the City's endeavor to acquire the R&P Electroplating Site from the State Land Commissioner which will allow for redevelopment and reuse of the property.

We thank you for your support of the Arkansas Brownfields Program, and look forward to completing this project. Should you have any questions or comments, please feel free to call me at (501) 682-0867 or email to terry@adeq.state.ar.us.

Sincerely,



Terry Sligh
Brownfields Program Coordinator

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

5301 NORTHSHORE DRIVE / NORTH LITTLE ROCK / ARKANSAS 72118-5317 / TELEPHONE 501-682-0744 / FAX 501-682-0880

www.adeq.state.ar.us

Don Marr - RE: ADEQ - R&P

From: "Rhodes, Clyde" <RHODESC@adeq.state.ar.us>
To: Don Marr <dmarr@ci.fayetteville.ar.us>
Date: 12/1/2010 2:03 PM
Subject: RE: ADEQ - R&P
CC: Jason Kelley <jkelley@ci.fayetteville.ar.us>, "Sligh, Terry" <TERRY@adeq.state.ar.us>

Good afternoon Don,

Based upon the Letter of Intent received – Welcome to the Brownfields Program! We have tasked FTN in completing the Phase I. I would hope to receive that by the week of December 13th or sooner. In regards to an "ADEQ Property Lien", ADEQ does not have a property lien recorded for the site. I have tasked Terry Sligh, Brownfields Coordinator, to develop a letter in support of the Land request. We should have that to you by tomorrow.

And in regards to groundwater restrictions the language below will be included in an Implementing Agreement;

Restricted Uses: No groundwater shall be extracted from beneath the Site for any purpose other than those purposes associated with environmental sampling and testing and remediation of the Site by ADEQ or its Agents.

General Restrictions: No alteration to any of the monitoring wells on the Site shall be made without prior written approval issued by ADEQ to the Site owner (City of Fayetteville).

Right of Access: ADEQ or its agents are granted access to the Site to conduct sampling of groundwater monitoring wells, or to install additional groundwater monitoring and/or extraction wells if warranted.

I believe I have answered all of your questions, please let me know if you have any other questions...thanks Don.

Clyde Rhodes

Chief, Hazardous Waste Division



5301 Northshore Drive
North Little Rock, AR 72118-5317

(501) 682-0831

From: Don Marr [mailto:dmarr@ci.fayetteville.ar.us]
Sent: Wednesday, December 01, 2010 12:51 PM
To: Rhodes, Clyde

Cc: Jason Kelley
Subject: Fwd: ADEQ - R&P

Clyde - Per the request of Ryan and yourself, Attached is the letter from Mayor Jordan requesting our intentions for the Brownfield Agreement. The City Council has been advised by the City Attorney's office in their upcoming vote, to only support the resolution before the City Council for the Mayor to accept the land and provide the Land Commissioner Application requesting the land , **Only after the City has been accepted into the Brownfields Agreement program and the City has protections both from the State and Federal government as it relates to this land and our responsibilities/requirements.** Additionally, the City Attorney's offices has advised that we have something in writing from ADEQ in support of our application to the Land Commissioner for the land, and the requirements (deed restrictions that ADEQ will require), an ADEQ's written confirmation about the property lien for the clean up cost be removed and/or forgiven for the City of Fayetteville if the City receives the land. They would like for us to have in writing some of the commitments that have been communicated verbally at this point.

My questions to you are will this letter, now authorize you to begin the Phase 1 work that Ryan said you all would do? Can you send me anything in writing expressing ADEQ's support for the City of Fayetteville to have this land given by the Land Commissioner to the City of Fayetteville and support for our Land request application, and ;lastly, how quickly do you think we can get the accepted into the Brownfield Agreement Program, so that we can request the land donation before the end of the year, since our conversations have been with Land Commissioner Wilcox, and it is our desire to complete this before his term ends.

Lastly, ADEQ mentioned deed restrictions, can we get what those restrictions/requirements will be as soon as possible so we can get this into our application/file.

Thank you,
 Don Marr

Don Marr

If you live in Fayetteville, sign up today to make and track a personal environmental conservation pledge in Fayetteville's national-model program at www.ecologicalcommunities.org

Chief of Staff for Mayor Jordan
 113 W Mountain Street
 Fayetteville, AR 72701
 Office: 479-575-8330
 For TDD: (Telecommunications Device for the Deaf)
 Dial 479-521-1316
 Email: dmarr@ci.fayetteville.ar.us
 Website: www.accessfayetteville.org

>>> "City of Fayetteville" <mayorcanon@CI.fayetteville.ar.com> 11/30/2010 2:21 PM >>>

4.1.1 Site Location and Legal Description

The former R&P facility is located at 2000 Pump Station Road, Fayetteville, Washington County, Arkansas. The site is located in the Fayetteville Industrial Park in the southeast part of the city. The geographic coordinates measured at the front entrance to the facility are 36° 02' 28" north latitude, 94° 07' 54" west longitude. These coordinates were determined using a Garmin eTrex Legend GPS positioning instrument. The site's legal description follows:

Lot 12 of the replat of Fayetteville Industrial Park Subdivision as filed in the circuit clerk's office in Fayetteville, Washington County, Arkansas, which is South 198.02 feet and East 2227.60 feet from the Southwest corner of Section 23, said point being on the North right-of-way line of Pump Station Road; thence along said right-of-way S 88° 45' E 340.52 feet; thence N 00° 03' E 738.62 feet; thence N 88° 45' W 340.52 feet; thence S 00° 03' W 738.63 feet to the point of beginning and containing 5.78 acres more or less.

5.1 Operational History

The property was used primarily as a chromium metal plating operation from 1974 to May 1997. After cessation of operations, hazardous substances including cyanides, acid plating solutions, various solvents, acids (hydrochloric, sulfuric, and hydrofluoric), caustic soda beads and soda ash, oils, spent solutions and sludge were left in vats, drums, containers, trenches, and sumps. Several companies, including Tyson Foods, Inc. and the Campbell Soup Company, used the buildings and grounds for storage space from 1997 to 2000.

The facility was vandalized on August 22, 1998, resulting in a release of an undetermined amount of various hazardous substances. On August 25, 1998, the ADEQ issued a verbal Emergency Order of the Director for the facility owner to secure the site and retain an emergency services contractor. The facility owners failed to comply with the Order. The ADEQ thus issued an Emergency Order of the Director, LIS 98-124, on August 27, 1998, and secured the response services of Haz-MERT Inc. of Lowell, Arkansas, to proceed with all necessary response actions as detailed in the Order.

On January 13, 1999, the Superfund Technical Assessment and Response Team (START) was tasked by Region 6 EPA to provide removal support at the R&P site. Removal actions included waste stream classification and sampling of drums, vats, various containers and materials, trenches, and sumps. Approximately 42,080 gallons of liquid waste and 410,200 pounds of solid/sludge waste were removed from the facility and disposed of at hazardous waste disposal facilities. Piping, conduit, wiring, air ducts, and hallway carpeting were removed. Floors, trenches, and sumps were pressure washed and sealed with XYPEL concrete sealant (Ecology & Environment Inc. 1999a). A number of investigations were conducted between 1998 and 2003 that confirmed the release of industry-related compounds (i.e., heavy metals and solvents) to the environment. Section 9.1 discusses these previous investigations.

5.2 Ownership History

Originally known as Plating Park, Inc., R&P Electroplating, Inc. owned the property by at least March 1973 based on a review of Washington County courthouse records. At the present time, the R&P site is in state hands due to non-payment of taxes since 1996. In July 2001, EPA Region 6 placed a federal lien against the property to secure payment for all costs and damages for which R&P Electroplating, Inc. was liable to the United States under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), but this lien expired in August 2004.

5.3 Past Environmental Regulatory Involvement

A review of the ADEQ files for R&P Electroplating, Inc. indicated that the facility at 2000 Pump Station Road had been issued EPA ID #ARD035560507. While in operation the facility held permits, violated permit conditions, and was subject to legal actions, as discussed in this section.

5.3.1 Permits, Licenses, and Certificates

The R&P facility filed as a large quantity generator of hazardous wastes, including filter cake containing metal hydroxides and chromium toxicity (F006 and D007), cyanide solutions and solids (F009, D003, D007), zinc solutions and solids sludge (D002), and spent 1,1,1- trichloroethane (F001) (R&P 1995, 1996, and 1997). R&P obtained a NPDES Storm Runoff Permit (Permit No. ARR00A147) in November 1992. The permit was voided on July 21, 1999. During operations, R&P discharged wastewater to the city's wastewater treatment plant (WWTP) under Permit No.C9201R.

5.3.2 Investigation and Inspection Reports

The ADEQ conducted a number of hazardous waste inspections between 1983 and 1996 and, in some cases, noted violations of Arkansas Regulation 23. The sequence of inspections based on available information follows:

1. Based on a September 21, 1983 inspection, THE ADEQ notified R&P to correct three deficiencies on October 10, 1983 (Ecology & Environment, Inc. 2000).
2. The ADEQ conducted another inspection on February 24, 1987 (Ecology & Environment, Inc. 2000).
3. On June 17, 1993, the ADEQ conducted a Compliance Evaluation Inspection (CEI) documenting 16 alleged instances of non-compliance. On August 19, 1993, the ADEQ advised the U.S. Department of Labor, Occupational Safety and Health Administration (USDOL-OSHA) of the inspection results. A complete list of violations is included on pages 2 through 4 of the RCRA Inspection Site Identification, dated June 17, 1993 (ADPCE 1994).

4. May 21, 1996 and July 18, 1996, CEIs noted three violations of Arkansas Regulation 23. ADEQ subsequently issued a Notice of Violation (LIS 97-165) on December 3, 1997, requiring R&P to complete an inventory and assess the extent of environmental contamination at the facility (ADPCE 1997). Discharges from the plant to the wastewater treatment facility exceeded the metal limits that had been established for them under City of Fayetteville Industrial Pretreatment Program (OMI 2005) on several occasions during the years of 1994, 1995, and 1996. These violations resulted in investigation and subsequent fines against R&P. On August 5, 1997, representatives from the city's WWTP conducted an inspection as the facility was closing (per comm Denise Georgiou). They inventoried chemicals and wastes stored in the facility and identified the presence of various hazardous substances.

5.3.3 Legal Actions

A review of the ADEQ files indicated a Consent Administrative Order (CAO-LIS 94-157) had been executed (CAO) pertaining to June 17, 1993, CEI (ADPCE 1994). In addition, the ADEQ sent a number of letters (dated March 18, 1997, April 17, 1997, June 11, 1997, September 4, 1997, September 8, 1997, and December 17, 1997) to R&P, advising them of the May 21, 1996 and July 18, 1996, inspection findings, notice of non-compliance, offer of settlement, response to information requests, and revised offer of settlement (Ecology & Environment, Inc. 2000).

On or near the evening of August 22, 1998, the facility was vandalized and an undetermined amount of various hazardous substances were released. The local fire department responded and the ADEQ was notified on August 24, 1998. The release or threatened future release of hazardous substances potentially presented an imminent and substantial endangerment to public health, safety or welfare or to the environment, thus, on August 25, 1998, the ADEQ verbally issued an Emergency Order of the Director, followed by a written Order (LIS 98-124) dated August 27, 1998. The Emergency Order provided for an immediate response action to control the release of various hazardous substances at the site. R&P, however, failed to secure response services as required by the Emergency Order, so the ADEQ subsequently procured the services of an emergency response contractor, Haz-MERT, Inc., to containerize and remove all hazardous substances associated with the facility and secure the facility (ADPCE 1998). A subsequent CAO (LIS 98-159) was signed on November 10, 1998, identifying this action's potentially responsible parties, Mr. Frank C. Pummill, Mr. Arthur R. Pummill and R&P Electroplating, and addressing the issue of cost recovery.

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
December 7, 2010**

A meeting of the Fayetteville City Council will be held on December 7, 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

City Council Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. America in Bloom

Agenda Additions:

A. Consent:

1. Approval of the November 16, 2010 City Council meeting minutes.
2. **Bobcat Skid Steer Loader Budget Adjustment (Resolution 177-10):** A resolution approving a budget adjustment in the amount of \$43,000.00 to provide funding for the purchase of a Bobcat skid steer loader authorized by Resolution No. 177-10.

3. **Arkansas State Police Drug Task Force General Improvement Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Drug Task Force General Improvement Grant in the amount of \$38,604.00 for the purchase of two (2) undercover law enforcement vehicles, and approving a budget adjustment.
4. **Arkansas State Police Special State Asset Forfeiture Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$19,302.00 for the purchase of an undercover law enforcement vehicle, and approving a budget adjustment.
5. **Arkansas State Police Trunking Radio System General Improvement Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Trunking Radio System General Improvement Grant in the amount of \$36,000.00 for the purchase of eight (8) portable radios, and approving a budget adjustment.
6. **Police Department Unit Replacement:** A resolution approving a budget adjustment in the amount of \$25,000.00 to recognize insurance settlement proceeds related to the total loss of a police department undercover vehicle and to establish an appropriation for a replacement.
7. **Heckathorn Construction Company, Inc. Bid #10-66:** A resolution awarding Bid #10-66 and authorizing the construction and installation of electrical generators by Heckathorn Construction Company, Inc. in the amount of \$78,502.00 for use by the Fire Department.
8. **City of Greenland Wastewater Contract:** A resolution approving a contract extension with the City of Greenland for the operation and maintenance of its wastewater collection system.
9. **Crossover Road Water and Sewer Relocation AHTD-Utility Agreement:** A resolution approving a water and sewer utility relocation expense cost-sharing agreement with the Arkansas Highway and Transportation Department related to the widening of Crossover Road (State Highway 265) between Mission Boulevard and Joyce Boulevard.
10. **Baird, Kurtz & Dobson (BKD), LLP:** A resolution approving a contract with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$84,200.00 to provide independent audit services to the City of Fayetteville.
11. **Happy Hollow Elementary Easement:** A resolution to modify the tree preservation easement for Happy Hollow Elementary located west of Crossover Road, one-half mile north of Huntsville Road.
12. **Butterfield Trail Village Project Revenue Bond:** A resolution to ratify the resolution of the Fayetteville Public Facilities Board approving refunding revenue bonds (Butterfield Trail Village Project), Series 2010 in a principal amount of not to exceed nineteen million dollars (\$19,000,000.00)

B. Unfinished Business:

- 1. 2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and Work Program. *This resolution was tabled at the November 16, 2010 City Council meeting to the December 7, 2010 City Council meeting.*
- 2. SouthPass Amendment No. 1:** An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD. *This ordinance was left on the Second reading at the November 16, 2010 City Council meeting.*

Left on the Second Reading

C. New Business:

- 1. VAC 10-3662 (Oakbrooke Ph III):** An ordinance approving VAC 10-3662 submitted by Bates and Associates for property located in the Oakbrooke Subdivision to vacate all existing utility easements within 18.55 acres of Phases I and II.
- 2. Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$44,551.97 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater permit requirements.
- 3. Amend Ordinance No. 5356:** An ordinance amending Ordinance No. 5356 concerning parking regulations by removing the sunset provision.
- 4. Amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone:** An ordinance amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone of the Fayetteville Code to allow one additional hour of public free parking (1:00 p.m. to 2:00 p.m.) on Sundays and to adopt an amended residential parking district map changing some paid parking spaces to mixed-use or residential permit only spaces.
- 5. Amend §72.50 & §72.58:** An ordinance to amend Article III Parking Meters of Chapter 72 Parking Regulations of the Fayetteville Code by changing the paid parking space designation of certain streets, by changing the maximum daily rate for paid parking to \$5.00, by eliminating a monthly paid parking program for gated city lots and for other purposes.
- 6. Amend §72.99 Penalties:** An ordinance to amend §72.99 Penalties of Chapter 72 Parking Regulations to set the fine for overtime parking at \$15.00 and to limit issuing a parking citation to once within a four hour period.

7. **Repeal §156.03 Flood Damage Prevention Code:** An ordinance to repeal the direct appeal to Circuit Court Provision of §156.03 (C)(6) Flood Damage Prevention Code.

City Council Tour:

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

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
Bobcat Skid Steer Loader Budget
Adjustment (Resolution 177-10)
Page 1 of 4

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approval of a budget adjustment in the amount of \$43,000 to cover Resolution 177-10 which authorized the purchase of the Bobcat skid steer loader.

\$ 43,000.00

Cost of this request

\$ 37,000.00

Category / Project Budget

Fleet - Backhoe/Loaders

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ (79,465.00)

Funds Used to Date

Fleet Improvements

Program / Project Category Name

02076.2010

Project Number

\$ (42,465.00)

Remaining Balance

Shop

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

XX

Department Director

Paul A. Behr

11-12-2010

Date

Previous Ordinance or Resolution #

177-10

City Attorney

J. B. Kelly

11-12-10

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Paul A. Behr

11-12-2010

Date

Received in City
Clerk's Office

11-12-10 01:16 RCVD

Chief of Staff

Dan Mann

11-15-10

Date

Received in
Mayor's Office

Mayor

11/15/10

Date

Comments:



www.accessfayetteville.org

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Paul A. Becker, Finance Director

FROM: Kevin Springer, Budget Director 

DATE: November 12, 2010

SUBJECT: **Budget Adjustment for Bobcat Skid Steer Loader (Resolution 177-10)**

Recommendation:

Staff recommends approval of the budget adjustment in the amount of \$43,000.

Background:

At the October 19, 2010 City Council meeting, the Fleet Operations Division presented two separate agenda items authorizing the purchase of equipment for use as part of the Wastewater Treatment Plant (WWTP) BioSolids Solar Drying Operations program.

- The first item requested the purchase of a Bobcat Skid Steer Loader in the amount of \$42,738.00 from Williams Tractor and was approved by City Council with Resolution 177-10.
- The second item requested the purchase of a John Deere 7230 110 HP Tractor from Countryside Farm and Lawn of Springdale in the amount of \$78,616.20. In addition, the item requested the approval of a Budget Adjustment in the amount of \$121,500 which would cover both the first and second items.

Since the second item was pulled from the agenda and was tabled indefinitely, the Budget Adjustment covering both purchases was not approved leaving the first item without the proper funding.

Discussion & Budget Impact:

A budget adjustment is requested in the amount of \$43,000 to cover the purchase authorized with Resolution 177-10. The funds needed for this item are coming from the Wastewater System Improvements Project.

Conclusion:

If you have any questions concerning this agenda request please feel free to contact either Paul A. Becker at 575-8330 or Kevin Springer at 575-8226. Thank you for your attention to this matter.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$43,000.00 TO PROVIDE FUNDING FOR THE PURCHASE OF A BOBCAT SKID STEER LOADER AUTHORIZED BY RESOLUTION NO. 177-10

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, a copy of which is attached as Exhibit "A," in the amount of \$43,000.00 to provide funding for the purchase of a Bobcat skid steer loader authorized by Resolution No. 177-10.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 2 V10.819
Bobcat Skid Steer Loader Budget
Adjustment (Resolution 177-10)
Page 4 of 4

City of Fayetteville Staff Review Form

A. 3
Arkansas State Police Drug Task
Force General Improvement Grant
Page 1 of 8

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police
Division

Drug Enforcement
Department

Action Required:

Acceptance of a non-matching grant award from the Arkansas State Police Drug Task Force funding for the purchase of two (2) undercover drug enforcement vehicles and approval of a budget adjustment in the amount of \$38,604.00

\$ 38,604.00
Cost of this request

\$ 38,604.00
Category / Project Budget

2010 ASP - Drug Task Force
Program Category / Project Name

1010-2920-5802.00
Account Number

\$ -
Funds Used to Date

Fixed Asset
Program / Project Category Name

10031-1
Project Number

\$ 38,604.00
Remaining Balance

General
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

[Signature]
Department Director

11-10-10
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

11-12-10
Date

Original Contract Date:

Original Contract Number:

Paula - Bush
Finance and Internal Services Director

11-12-2010
Date

Received in City
Clerk's Office

11-10-10 103:12 Dev

[Signature]
Chief of Staff

11-15-10
Date

Received in
Mayor's Office

ENTERED
11/12/10
[Signature]

[Signature]
Mayor

11/15/10
Date

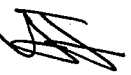
Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council Members

From: Greg Tabor, Chief of Police 

Date: November 10, 2010

Subject: 2010 Arkansas State Police Drug Task Force Grant Award and Budget Adjustment

PROPOSAL:

The Arkansas State Police (ASP) Drug Task Force grant award will be used by the 4th Judicial District Drug Task Force to purchase two (2) replacement undercover vehicles to meet the needs of our community and agency. We currently have two (2) undercover vehicles that are high mileage vehicles with on-going maintenance issues that are in need of replacement. We will purchase SUV/pick-up trucks with this funding due to the rural areas and rugged terrain within our jurisdictional boundaries of Washington and Madison Counties. These types of vehicles are also needed for their storage, hauling capacity, and for transporting large items of evidence associated with meth labs and marijuana growing operations.

RECOMMENDATION:

Staff recommends acceptance of the 2010 ASP Drug Task Force Grant award for the purchase of two (2) undercover drug enforcement vehicles and approval of a budget adjustment in the amount of \$38,604.00. If you should have any comments or question regarding this grant award, please contact me at extension 500.

BUDGET IMPACT:

None, grant award is non-matching

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A NON-MATCHING
ARKANSAS STATE POLICE DRUG TASK FORCE GENERAL
IMPROVEMENT GRANT IN THE AMOUNT OF \$38,604.00 FOR THE
PURCHASE OF TWO (2) UNDERCOVER LAW ENFORCEMENT
VEHICLES, 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 authorizes acceptance of a non-matching Arkansas State Police Special Drug Task Force General Improvement Grant in the amount of \$38,604.00 for the purchase of two (2) undercover law enforcement vehicles.

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 "A," recognizing the revenue.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 3
Arkansas State Police Drug Task
Force General Improvement Grant
Page 4 of 8

Budget Year 2010	Department: Police Division: Police Program: Police Projects	Request Date 12/7/2010	Adjustment Number
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JUSTIFICATION TO INCREASE PROJECT / ITEM:

Recognize the 2010 Arkansas State Police Drug Task Force Grant award for the purchase of two (2) undercover drug enforcement vehicles.

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

Recognize revenue from the 2010 Arkansas State Police Drug Task Force Grant Award.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Vehicles And Equipment	1010.2920.5802.00	38,604		10031 : 1001
Federal Grants - Capital	1010.0001.4309.00		38,604	10031 : 1001
TOTAL		<u>38,604</u>	<u>38,604</u>	

Division Head	Date
<i>[Signature]</i>	<i>11/11/10</i>
Budget Director	Date
<i>[Signature]</i>	<i>11-10-10</i>
Department Director	Date
<i>Paul A. Becker</i>	<i>11-12-2010</i>
Finance Director	Date
<i>[Signature]</i>	<i>11-15-10</i>
Chief of Staff	Date
<i>[Signature]</i>	<i>11/15/10</i>
Mayor	Date

Requested By *[Signature]* wnewman

Budget & Research Use Only

Type: A B C D E

Description: _____

General Ledger Date _____

Posted to General Ledger Initial Date

Posted to Project Accounting Initial Date



Mike Beebe
Governor

State of Arkansas

A. 3
Arkansas State Police Drug Task
Force General Improvement Grant
Page 8 of 8



Winford E. Phillips
Director

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

ARKANSAS STATE POLICE COMMISSION

Dr. Lewis Shepherd
Chairman
Arkadelphia

John Allison
Vice-Chairman
Conway

Steve G. Smith
Secretary
Little Rock

Jane Christenson
Harrison

Daniel "Woody" Futrell
Nashville

Wallace Fowler
Jonesboro

Frank Guinn, Jr.
Paragould

Arkansas State Police Drug Task Force General Improvement Grant Award

Application Organization's Name: Fourth Judicial District Drug Task Force

Grant #: DTF001

Vendor #: 100036503

Drug Task Force Executive Name: Fourth Judicial District Drug Task Force

Address: 100-a W. Rock Street

City, State, Zip Code: Fayetteville, AR 72701

Telephone: (479) 575-8330

Award Start Date: 7/1/2010

Award End Date: 3/31/2011

Award Amount: \$38,604.00

Winford E. Phillips

Colonel Winford E. Phillips
Director

28 Oct. 2010
Date

DTF Coordinator

Date

Arkansas State Police

Drug Task Force Grant

**1 State Police Plaza Drive
Little Rock, AR 72209**

MEMORANDUM OF UNDERSTANDING

In accordance with Act 1443 of the 2009 session of the Arkansas 87th General Assembly the Arkansas State Police was charged with the responsibility of disbursing moneys from the Drug Task Force Grant Fund.

Pursuant to the foregoing authority, the Arkansas State Police has established the Drug Task Force Committee to award funds, which in the Committee's opinion, will best facilitate drug enforcement operations.

In accordance with the foregoing a joint agreement between the Arkansas State Police and the Fourth Judicial District Drug Task Force is entered for a period of July 1, 2010 through March 31, 2011.

The recipient of the awarded funds agrees to maintain records and receipts for items purchased with the grant funds and will furnish copies of all receipts to the Arkansas State Police by the 10th day of the month following the expenditure.

Any modification or changes above 10% to the grantee's approved budget must be authorized by the Arkansas State Police before expenditures for the changes can be made. Any awarded funds not expended during the period set out in the preceding paragraph and in accordance with grantee's budget or approved changes shall be refunded to the Arkansas State Police by 4:30 p.m. March 31, 2011.

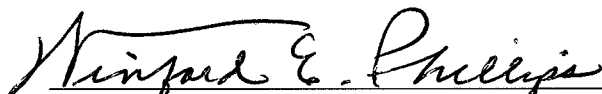
The awarded funds are subject to audit by the Arkansas State Police and/or the Department of Legislative Audit. Misuse of these funds will result in the Fourth Judicial District Drug Task Force reimbursing the Arkansas State Police for the funds awarded.

The following items will NOT be considered for funding and any funds awarded should not be used for these items:

- Salaries, over time, fringe benefits related to salaries
- Contractual services, and travel related expenditures
- Electronic Immobilization Devices
- Drug Court Programs
- Real Estate
- Vessel or Aircraft
- Construction Projects
- Buy Money

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current agreement period.

SIGNATURES


Colonel Winford E. Phillips
Director
Arkansas State Police

Date: 28 Oct. 2010

DTF Coordinator

Date: _____

City of Fayetteville Staff Review Form

A. 4
Arkansas State Police Special
State Asset Forfeiture Grant
Page 1 of 8

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police
Division

Police Projects
Department

Action Required:

Acceptance of a non-matching grant award from the Arkansas State Police Special State Asset Forfeiture funding for the purchase of a undercover vehicle and approval of a budget adjustment in the amount of \$19,302.00

\$ 19,302.00
Cost of this request

\$ 19,302.00
Category / Project Budget

2010 ASP - Spec Asset Forf.
Program Category / Project Name

1010-2920-5802.00
Account Number

\$ -
Funds Used to Date

Fixed Asset
Program / Project Category Name

10031-2
Project Number

\$ 19,302.00
Remaining Balance

General
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

[Signature]
Department Director

11-10-10
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

11-12-10
Date

Original Contract Date:

Original Contract Number:

Paul A. Barber
Finance and Internal Services Director

11-12-2010
Date

Received in City Clerk's Office 11-10-10 P03:14 Revd Kim

[Signature]
Chief of Staff

11-15-10
Date

Received in Mayor's Office 11/12/10 [Signature]

[Signature]
Mayor

11/15/10
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council Members

From: Greg Tabor, Chief of Police 

Date: November 10, 2010

Subject: 2010 Arkansas State Police Special State Asset Forfeiture Grant Award and Budget Adjustment

PROPOSAL:

The Arkansas State Police Special Assets Forfeiture grant will be used by the City of Fayetteville Police Department to purchase a replacement unmarked investigative vehicle to meet the needs of our community and agency. We currently have one unmarked investigative vehicle that is a high mileage vehicle with on-going maintenance issues that is in need of replacement. We plan to purchase a pick-up truck with this funding to increase efficiency and handling of evidence gathered by our criminal investigations unit. Our Internet Crimes Against Children, Sex Offender, and Highway Interdiction programs generate a large amount of evidence that cannot be easily transported in our current sedans.

RECOMMENDATION:

Staff recommends approval of the 2010 ASP Special Assets Forfeiture Grant award in the amount of \$19,302.00 for the replacement of an unmarked investigative vehicle. If you should have any comments or question regarding this grant application, please contact me at extension 500.

BUDGET IMPACT:

None, grant award is non-matching

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A NON-MATCHING ARKANSAS STATE POLICE SPECIAL STATE ASSET FORFEITURE GRANT IN THE AMOUNT OF \$19,302.00 FOR THE PURCHASE OF AN UNDERCOVER LAW ENFORCEMENT VEHICLE, 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 authorizes acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$19,302.00 for the purchase of an undercover law enforcement vehicle.

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 "A," recognizing the revenue.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 4
Arkansas State Police Special
State Asset Forfeiture Grant
Page 01

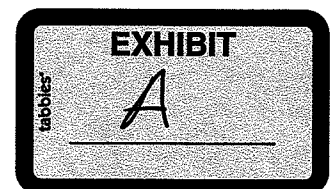
Budget Year 2010	Department: Police Division: Police Program: Police Projects	Request Date 12/7/2010	Adjustment Number
--------------------------------	--	--------------------------------------	--------------------------

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Recognize the 2010 Arkansas State Police Special State Asset Forfeiture Grant award for the purchase of a unmarked investigative vehicle.

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

Recognize revenue from the 2010 Arkansas State Police Special State Asset Forfeiture Grant Award.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Vehicles And Equipment	1010.2920.5802.00	19,302		10031 / 52
Federal Grants - Capital	1010.0001.4309.00		19,302	10031 / 52
				.
				.
				.
				.
TOTAL		<u>19,302</u>	<u>19,302</u>	

Division Head	Date
<i>[Signature]</i>	11-12-10
Budget Director	Date
<i>[Signature]</i>	11-15-10
Department Director	Date
<i>Paul a. Baker</i>	11-12-2010
Finance Director	Date
<i>Don Man</i>	11-15-10
Chief of Staff	Date
<i>Siorell Jordan</i>	11/15/10
Mayor	Date

Requested By *[Signature]* wnewman

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 _____



Mike Beebe
Governor

State of Arkansas

A. 4
Arkansas State Police Special
State Asset Forfeiture Grant
Page 5 of 5



Winford E. Phillips
Director

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

ARKANSAS STATE POLICE COMMISSION

Dr. Lewis Shepherd
Chairman
Arkadelphia

John Allison
Vice-Chairman
Conway

Steve G. Smith
Secretary
Little Rock

Jane Christenson
Harrison

Daniel "Woody" Futrell
Nashville

Wallace Fowler
Jonesboro

Frank Guinn, Jr.
Paragould

Arkansas State Police Special State Asset Forfeiture Grant Award

Application Organization's Name: City of Fayetteville

Grant #:SSAF002

Vendor #:100036503

Agency Name: Fayetteville Police Department

Address: 100-a West Rock Street

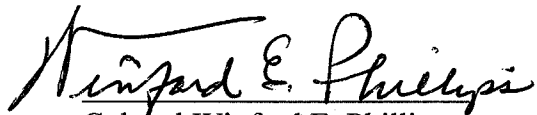
City, State, Zip Code: Fayetteville, AR 72701

Telephone: (479)575-8330

Award Start Date: 7/1/2010

Award End Date: 3/31/2011

Award Amount: \$19,302.00

 28 Oct 2010
Colonel Winford E. Phillips Date
Director

Agency Director

Date

Arkansas State Police
Special State Assets Forfeiture Fund
1 State Police Plaza Drive
Little Rock, AR 72209

MEMORANDUM OF UNDERSTANDING

In accordance with ACA 5-64-505 the Arkansas State Police was charged with the responsibility of disbursing moneys from the Special State Assets Forfeiture Fund and federal forfeitures.

Pursuant to the foregoing authority, the Arkansas State Police has established the Special State Assets Forfeiture Fund Committee to award funds, which in the Committee's opinion, will best facilitate drug enforcement operations.

In accordance with the foregoing a joint agreement between the Arkansas State Police and the Fayetteville Police Department is entered for a period of July 1, 2010 through March 31, 2011.

The recipient of the awarded funds agrees to maintain records and receipts for items purchased with the grant funds and will furnish copies of all receipts to the Arkansas State Police by the 10th day of the month following the expenditure.

Any modification or changes above 10% to the grantee's approved budget must be authorized by the Arkansas State Police before expenditures for the changes can be made. Any awarded funds not expended during the period set out in the preceding paragraph and in accordance with grantee's budget or approved changes shall be refunded to the Arkansas State Police by 4:30 p.m. March 31, 2011.

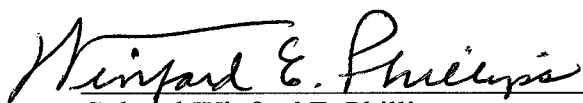
The awarded funds are subject to audit by the Arkansas State Police and/or the Department of Legislative Audit. Misuse of these funds will result in the Fayetteville Police Department reimbursing the Arkansas State Police for the funds awarded.

The following items will NOT be considered for funding and any funds awarded should not be used for these items:

- Salaries, over time, fringe benefits related to salaries
- Contractual services, and travel related expenditures
- Electronic Immobilization Devices
- Drug Court Programs
- Real Estate
- Vessel or Aircraft
- Construction Projects
- Buy Money

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current agreement period.

SIGNATURES



Colonel Winford E. Phillips
Director
Arkansas State Police

Date: 28 Oct. 2010

Agency Director

Date: _____

City of Fayetteville Staff Review Form

A. 5
Arkansas State Police
Trunking Radio System
General Improvement Grant
Page 1 of 8

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police
Division

Central Dispatch
Department

Action Required:

Acceptance of a non-matching grant award from the Arkansas State Police Trunking Radio System funding for the purchase of eight (8) portable radios and approval of a budget adjustment in the amount of \$36,000.00

\$ <u>36,000.00</u> Cost of this request	\$ <u>36,000.00</u> Category / Project Budget	<u>2010 ASP - Trunking Radio System</u> Program Category / Project Name
<u>1010.2920.5210.00</u> Account Number	\$ <u>-</u> Funds Used to Date	<u>Grant</u> Program / Project Category Name
<u>10031-3</u> Project Number	\$ <u>36,000.00</u> Remaining Balance	<u>General</u> Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

[Signature] 11-10-10
Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 11-12-10
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

[Signature] 11-12-2010
Finance and Internal Services Director Date

Received in City Clerk's Office 11-10-10 103:13 RWD
Kim

[Signature] 11/15/10
Chief of Staff Date

Received in Mayor's Office
ENTERED
11/12/10
[Signature]

[Signature] 11/16/10
Mayor Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council Members

From: Greg Tabor, Chief of Police 

Date: November 10, 2010

Subject: 2010 Arkansas State Police Trunking Radio System Grant Award and Budget Adjustment

PROPOSAL:

The Arkansas State Police Trunking Radio System grant award will be used by the 4th Judicial District Drug Task Force to purchase eight (8) portable radios that are compatible with the City's current radio system and designed to work with the new ASTRO 25 LE simulcast radio system. When the City of Fayetteville completes the build out of the new simulcast radio system, the Task Force will be equipped to join the Arkansas Wireless Information Network (AWIN) and increase radio communication ability throughout Washington and Madison Counties as well as other parts of the State.

RECOMMENDATION:

Staff recommends acceptance of the 2010 ASP Trunking Radio System Grant award and approval of a budget adjustment in the amount of \$36,000.00 for the replacement of eight (8) portable radios to be used by the 4th Judicial District Drug Task Force. If you should have any comments or question regarding this grant application, please contact me at extension 500.

BUDGET IMPACT:

None, grant award is non-matching

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A NON-MATCHING ARKANSAS STATE POLICE TRUNKING RADIO SYSTEM GENERAL IMPROVEMENT GRANT IN THE AMOUNT OF \$36,000.00 FOR THE PURCHASE OF EIGHT (8) PORTABLE RADIOS, 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 authorizes acceptance of a non-matching Arkansas State Police Trunking Radio System General Improvement Grant in the amount of \$36,000.00 for the purchase of eight (8) portable radios.

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 "A," recognizing the revenue.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 5
Arkansas State Police
Trunking Radio System
General Improvement Grant
Page 4 of 8

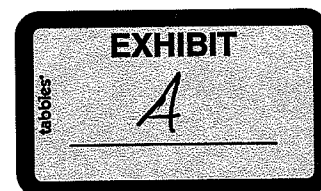
Budget Year 2010	Department: Police Division: Police Program: Police Projects	Request Date 12/7/2010	Adjustment Number
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JUSTIFICATION TO INCREASE PROJECT / ITEM:

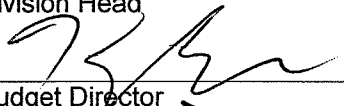
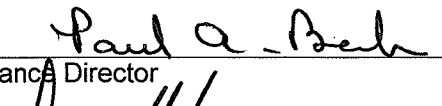
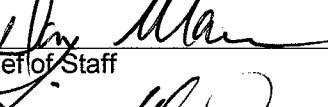
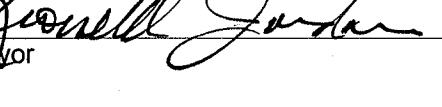
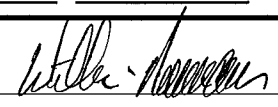
Recognize the 2010 Arkansas State Police Trunking Radio System Grant award for the purchase of eight (8) portable radio units.

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

Recognize revenue from the 2010 Arkansas State Police Trunking Radio System Grant Award.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Minor Equipment	1010.2920.5210.00	36,000		10031 1003
Federal Grants - Operational	1010.0001.4309.01		36,000	10031 1003
				.
				.
				.
				.
				.
TOTAL		<u>36,000</u>	<u>36,000</u>	

Division Head  Date: 11-12-2010 Budget Director  Date: 11-10-10 Department Director  Date: 11-12-2012 Finance Director  Date: 11-15-10 Chief of Staff  Date: 11/16/10 Mayor 	Requested By  wnewman 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 _____
--	--



Mike Beebe
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

A. 5
Arkansas State Police
Trunking System
General Improvement Grant
Page 5



Winford E. Phillips
Director

ARKANSAS STATE POLICE COMMISSION

Dr. Lewis Shepherd
Chairman
Arkadelphia

John Allison
Vice-Chairman
Conway

Steve G. Smith
Secretary
Little Rock

Jane Christenson
Harrison

Daniel "Woody" Futrell
Nashville

Wallace Fowler
Jonesboro

Frank Guinn, Jr.
Paragould

Arkansas State Police Trunking Radio System General Improvement Grant Award

Application Organization's Name: Fayetteville Police Department

Grant #: TRS003

Vendor #: 100036503

Police Department Executive Name: Fayetteville Police Department

Address: 100-a West Rock Street

City, State, Zip Code: Fayetteville, AR 72701

Telephone: (479)575-8330

Award Start Date: 7/1/2010

Award End Date: 3/31/2011

Award Amount: \$36,000.00

Winford E. Phillips 28 Oct, 2010
Colonel Winford E. Phillips Date
Director

Chief of Police

Date

Arkansas State Police

Trunking Radio System Grant

1 State Police Plaza Drive
Little Rock, AR 72209

MEMORANDUM OF UNDERSTANDING

In accordance with Act 1443 of the 2009 session of the Arkansas 87th General Assembly the Arkansas State Police was charged with the responsibility of disbursing moneys from the Trunking Radio System Fund.

Pursuant to the foregoing authority, the Arkansas State Police has established the Trunking Radio System Committee to award funds, which in the Committee's opinion, will best facilitate communication capabilities, enhancements, and equipment upgrades including the implementation of a Trunking Radio System.

In accordance with the foregoing a joint agreement between the Arkansas State Police and the Fayetteville Police Department is entered for a period of July 1, 2010 through March 31, 2011.

The recipient of the awarded funds agrees to maintain records and receipts for items purchased with the grant funds and will furnish copies of all receipts to the Arkansas State Police by the 10th day of the month following the expenditure.

Any modification or changes above 10% to the grantee's approved budget must be authorized by the Arkansas State Police before expenditures for the changes can be made. Any awarded funds not expended during the period set out in the preceding paragraph and in accordance with grantee's budget or approved changes shall be refunded to the Arkansas State Police by 4:30 p.m. March 31, 2011.

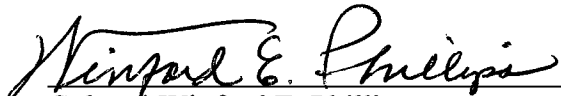
The awarded funds are subject to audit by the Arkansas State Police and/or the Department of Legislative Audit. Misuse of these funds will result in the Fayetteville Police Department reimbursing the Arkansas State Police for the funds awarded.

The following items will NOT be considered for funding and any funds awarded should not be used for these items:

- Salaries, over time, fringe benefits related to salaries
- Contractual services, and travel related expenditures
- Electronic Immobilization Devices
- Drug Court Programs
- Real Estate
- Vessel or Aircraft
- Construction Projects
- Buy Money

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current agreement period.

SIGNATURES


Colonel Winford E. Phillips
Director
Arkansas State Police

Date: 28 Oct. 2010

(Name), Chief Administrator
(Agency)

Date: _____

City of Fayetteville Staff Review Form

A. 6
Police Department Unit Replacement
Page 1 of 6

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police Projects
Division

Police
Department

Action Required:

Approval of a budget adjustment to recognize insurance settlement funds and authorize the Mayor to purchase a replacement undercover drug enforcement vehicle in an amount up to \$25,000 due to an accident resulting in total loss of unit #1220 in which the other driver was found to be at fault.

\$ 25,000.00
Cost of this request

\$ 25,000.00
Category / Project Budget

Replacement Vehicle
Program Category / Project Name

1010.2920.5802.00
Account Number

\$ -
Funds Used to Date

Fixed Asset
Program / Project Category Name

10032-2010
Project Number

\$ 25,000.00
Remaining Balance

General
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

Harry Riley
Department Director

11-19-2010
Date

Previous Ordinance or Resolution # _____

Jim Kelly
City Attorney

11-22-10
Date

Original Contract Date: _____

Original Contract Number: _____

Maria Hestweck
Finance and Internal Services Director

11/23/10
Date

Received in City 11-19-10 P04:01 RCVD
Clerk's Office

Don Man
Chief of Staff

11/23/10
Date

Received in
Mayor's Office



Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police *GT by TK*

Date: November 12, 2010

Subject: Approve Budget Adjustment and Authorize Replacement of Unit #1220

PROPOSAL:

Insurance settlement funds received from AAA Insurance in the amount of \$25,000.00 to replace Unit #1220 due to a motor vehicle accident resulting in total loss in which the other driver was found to be at fault. These funds are needed to replace Unit #1220 which was an undercover drug enforcement vehicle. Approval of the budget adjustment is necessary to recognize the revenue and establish an expense budget for this replacement. This was an unforeseen event and no other funds are budgeted for this purchase.

RECOMMENDATION:

Staff recommends approval of the budget adjustment to recognize the insurance settlement funds and authorize the Mayor to purchase a replacement undercover drug enforcement vehicle in an amount up to \$25,000 due to a motor vehicle accident resulting in total loss of Unit #1220 in which the other driver was found to be at fault.

BUDGET IMPACT:

Proposed expenses equal to insurance settlement revenue.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$25,000.00 TO RECOGNIZE INSURANCE SETTLEMENT PROCEEDS RELATED TO THE TOTAL LOSS OF A POLICE DEPARTMENT UNDERCOVER VEHICLE AND TO ESTABLISH AN APPROPRIATION FOR A REPLACEMENT

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, a copy of which is attached as Exhibit "A," in the amount of \$25,000.00 to recognize insurance settlement proceeds related to the total loss of a police department undercover vehicle and to establish an appropriation for a replacement.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 6
Police Department Unit Replacement

Budget Year	Department: Police	Request Date	Adjustment Number
2010	Division: Police	12/7/2010	
	Program: Police Projects		

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Increase expense in an amount equal to the insurance settlement received from AAA Insurance to replace unit #1220 due to an accident resulting in total loss in which the other driver was found to be at fault.

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

Recognize revenue from AAA Insurance on settlement of total loss of unit #1220.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Vehicles And Equipment	1010.2920.5802.00	25,000		10032 . 2010
Gain/Loss - Sale of Assets	1010.0001.4881.02		25,000	10032 . 2010
				.
				.
				.
				.
				.
TOTAL		<u>25,000</u>	<u>25,000</u>	

 Division Head Budget Director Department Director Finance Director Chief of Staff Mayor Date 11-12 Date 11/23/10 Date 11/23/10 Date Date	Requested By wnewman Budget & Research Use Only Type: A B C D <u>E</u> Description: _____ 0 General Ledger Date _____ Posted to General Ledger Initial Date Posted to Project Accounting Initial Date
---	---

Willie Newman - Claim PA1055536-Total lossA. 6
Police Department Unit Replacement
Page 5 of 6

From: <EPhillips@aaamissouri.com>
To: <wnewman@ci.fayetteville.ar.us>
Date: 11/19/2010 2:23 PM
Subject: Claim PA1055536-Total loss

I would like to confirm settlement has been made on the 2008 Mercury Mountaineer in the amount of \$25,000.00. We have already issued and mailed 50% of the payment or \$12,500.00 and upon receipt of the properly endorsed title and pick up of the vehicle we will mail the balance owed of \$12,500.00.

Should any further information be needed I may contacted by email or reached at the number below.

Liz Phillips
Total Loss Manager
AAA Insurance
314-205-7443

City of Fayetteville Staff Review Form

A. 7
 Heckathorn Construction Company,
 Inc. Bid #10-66
 Page 1 of 68

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

12/7/2010

City Council Meeting Date
 Agenda Items Only

David Dayringer
 Submitted By

Fire
 Division

Fire
 Department

Action Required:

A Resolution awarding Bid 10-66, Construction - Fire Department Generators Re-Bid to and approving a contract with Heckathorn Construction Company, Inc. in the amount of \$78,502.00 and approving an approximate 10% project contingency in the amount of \$8,000.00.

	18,641.00	Fire Impact Fee Improvements
	25,000.00	Fire Facility Maintenance
\$86,502.00	\$ 60,000.00	Fire Station #1 Generator
Cost of this request	Category / Project Budget	Program Category / Project Name
2300.9300.5801.04	-	Fire Improvements
4470.9470.5801.00	11,248.92	Fire Improvements
4470.9470.5801.00	\$ 3,178.00	Fire Improvements
Account Number	Funds Used to Date	Program / Project Category Name
07003 / 1001		Impact Fee
02006 / 1		Sales Tax Capital Improvements
10019 / 1	89,214.08	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

David Dayringer 11-19-10
 Department Director Date

Previous Ordinance or Resolution # _____

John Kelly 11-19-10
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Beech 11-19-2010
 Finance and Internal Services Director Date

Received in City Clerk's Office 11-19-10 11:32 RCVD

Don Man 11-19-10
 Chief of Staff Date

Received in
 Mayor's Office



Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan & City Council

From: David Dayringer, Fire Chief *JCD*

Date: December 7, 2010

Subject: A Resolution awarding Bid 10-66 Construction – Fire Department Generators Re-Bid to and approving a contract with Heckathorn Construction Company, Inc. in the amount of \$78,502.00 and approving an approximate 10% project contingency in the amount of \$8,000.00.

PROPOSAL:

During the Ice Storm of 2009 preparation for emergency power had only been partially completed, resulting in total loss of or inadequate power in five of the Fire Department's locations, including Fire Stations 1, 2, & 5, the airport Fire Station, and the Fire Marshal's Office. Crews were operating without adequate communication, heat, phones, lights, etc. at those locations. As part of the expanded Disaster Response Improvement Plan, the Fire Department has identified this generator project as a top priority. The City Council has addressed this critical need in the 2010 Sales Tax Capital Improvement Program, which will also be presented to the Equipment Committee for approval on November 30, 2010.

The City of Fayetteville Fire Department proposes adding additional emergency generators along with revisions to, and/or the relocation of existing generators at multiple locations. The planned upgrades include the purchase of a new emergency generator for Fire Station #1, the installation of a relocated generator at Fire Station #2, and revised circuiting at Fire Station #5 to include heating on the emergency panel.

RECOMMENDATION:

Sealed formal bids for the construction and installation of generators for the Fire Department were publicly read and the results are attached to this memo. Staff recommends awarding Bid 10-66 Construction – Fire Department Generators Re-Bid to and approving a contract with Heckathorn Construction Company, Inc. for the amount of \$78,502.00 for the aforementioned materials and services and approving an approximate 10% project contingency in the amount of \$8,000.00.

BUDGET IMPACT:

\$18,641.00 of expenditures for this project will qualify for the use of Fire Impact Fee Funds. The remaining balance has been budgeted in the Sales Tax Capital Improvement Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID. #10-66 AND AUTHORIZING THE CONSTRUCTION AND INSTALLATION OF ELECTRICAL GENERATORS BY HECKATHORN CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$78,502.00 FOR USE BY THE FIRE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-66 and authorizes the construction and installation of electrical generators by Heckathorn Construction Company, Inc. in the amount of \$78,502.00 for use by the fire department.

PASSED and APPROVED this 7th day of December, 2010.

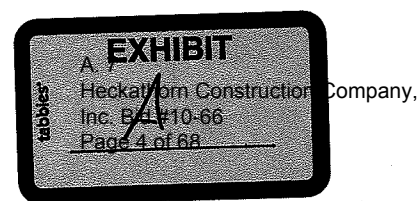
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Draft Contract – Between City and Contractor



This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and **Heckathorn Construction Company, Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Heckathorn Construction Company, Inc.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax, permits, and all other accessories and services necessary to complete items bid per Bid 10-66 as stated in **Heckathorn Construction Company, Inc.** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-66, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay **Heckathorn Construction Company, Inc.** based on their bid proposal in an amount not to exceed **\$78,502.00.** Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and **Heckathorn Construction Company, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-66 with the specifications and conditions typed thereon.
 - B. **Heckathorn Construction Company, Inc.** bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and **Heckathorn Construction Company, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Heckathorn Construction Company, Inc.**
5. **Heckathorn Construction Company, Inc.** shall not assign its duties under the terms of this agreement.
6. **Heckathorn Construction Company, Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Heckathorn Construction Company, Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. **Heckathorn Construction Company, Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Heckathorn Construction Company, Inc.** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.
\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Heckathorn Construction Company, Inc.**

8. **Heckathorn Construction Company, Inc.** shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or **Heckathorn Construction Company, Inc.** with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

Heckathorn Construction Co., Inc.

CONTRACTOR

BY Don L. Heckathorn, President

NAME AND TITLE

Don L. Heckathorn

ATTEST: COMPANY SECRETARY

Janet S. Heckathorn
Janet S. Heckathorn, Secretary

1880 North Birch Avenue; Fayetteville, AR 72703

BUSINESS ADDRESS

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Draft Contract – Between City and Contractor

A. 7
Heckathorn Construction Company,
Inc. Bid #10-66
Page 6 of 68

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and **Heckathorn Construction Company, Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

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2. The City of Fayetteville shall pay **Heckathorn Construction Company, Inc.** based on their bid proposal in an amount not to exceed **\$78,502.00.** Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and **Heckathorn Construction Company, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
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5. **Heckathorn Construction Company, Inc.** shall not assign its duties under the terms of this agreement.
6. **Heckathorn Construction Company, Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Heckathorn Construction Company, Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. **Heckathorn Construction Company, Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Heckathorn Construction Company, Inc.** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.
\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Heckathorn Construction Company, Inc.**

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9. This contract may be terminated by the City of Fayetteville or **Heckathorn Construction Company, Inc.** with 10 days written notice.
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11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

Heckathorn Construction Co., Inc.

CONTRACTOR

BY Don L. Heckathorn, President

NAME AND TITLE

Don L. Heckathorn

ATTEST: COMPANY SECRETARY

Janet S. Heckathorn
Janet S. Heckathorn, Secretary

1880 North Birch Avenue; Fayetteville, AR 72703

BUSINESS ADDRESS



Project Check List

Bid 10-66, Construction – Fire Department Generators Re-Bid

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

none ☐ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☐ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☒ All bidders shall submit a "Statement of Disclosure" on such form provided with the bid documents.

☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: Heckathorn Construction Company, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0023780411



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

ARKANSAS TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: BID 10-66, Construction – Fire Department Generators

DEADLINE: Thursday, October 28, 2010 before 2:00 PM, local 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: October 14, 2010 and October 21, 2010

INVITATION TO BID

BID 10-66, Construction – Fire Department Generators Re-Bid

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 10-66, Construction – Fire Department Generators Re-Bid" with the name and address of the bidder.

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

***No pre-bid conference will be held for this bid.
All questions should be directed to Andrea Foren via e-mail***

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Bidder assumes all responsibility for receiving updates and any addenda issued to this project by monitoring www.accessfayetteville.org. Failure to acknowledge addenda issued as instructed could result in rejection of such bid.

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – INSTALLATION OF FIRE DEPARTMENT GENERATORS

BID # 10-66
Date: October 2010



Project Check List

Bid 10-66, Construction – Fire Department Generators Re-Bid

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

☐ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

☐ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☐ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☐ All bidders shall submit a "Statement of Disclosure" on such form provided with the bid documents.

☐ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

☐ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: Heckathorn Construction Company, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0023780411

City of Fayetteville, AR

Bid 10-66, Construction – Fire Department Generators Re-Bid

Project Manual Index

SECTION:	PAGE NUMBER
Advertisement	5
Bid Form	6
Terms & Conditions	7
Instructions to Bidders	10
Section 16051 – General Electrical Requirements	18
Section 16120 – Conductors and Cables	25
Section 16130 – Raceways and Boxes	29
Section 16415 – Transfer Switches	34
Generator #1 – Fire Station #1 (Reference Sheet E1)	39
Draft Contract	45
Statement of No-Bid (If Applicable)	47
ATTACHMENTS:	# OF PAGES
A) Arkansas Department of Labor Prevailing Wages	4 Pages
B) Drawings (11X17) – Includes the following sheets:	4 Sheets Total
- Sheet 1: E1	
- Sheet 2: E2	
- Sheet 3: E3	

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Advertisement: 10/14/10 & 10/21/10

The City of Fayetteville is accepting bids from properly licensed general contractors to bid on a project for the installation of generators for the Fayetteville Fire Department, in Fayetteville, AR. Any questions shall be addressed to Andrea Foren, City of Fayetteville Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids must be submitted in a sealed envelope or package labeled "Bid 10-66, Construction – Fire Department Generators Re-Bid". All bids shall be received before **2:00 PM, local time on Thursday, October 28, 2010** to the City of Fayetteville, Purchasing Division - Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701.

Bidding documents and plans must be obtained by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

City of Fayetteville – City Hall
Purchasing Division – Attention: Andrea Foren
113 W. Mountain, Suite 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid must be accompanied by a certified check or bid bond, in an amount not less than five (5) percent of the amount bid.

A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of \$20,000.00 or more.

A State of Arkansas Contractor's License is required for any bid exceeding \$20,000.00.

"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."

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB,
City of Fayetteville, Purchasing Agent
Ad Dates: 10/14/10 & 10/21/10

Bid 10-66, Construction - Fire Department Generators
 Re-Bid
 Bid Form

BASE BID

ITEM#	DESCRIPTION	UNIT	QTY.	TOTAL
1	Turn-key price for all scope of work as specified	L.S.	1.00	78,502 ⁰⁰

TOTAL BASE BID PRICE (will be used for bid evaluation and award)

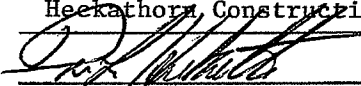
\$ 78,502⁰⁰

Bid evaluation and award will be based on "Total Base Bid Price".

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding. Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Firm Name Heckathorn Construction Company, Inc.

By  Don L. Heckathorn, President

Address 1880 North Birch Avenue

City Fayetteville

State Arkansas

** Arkansas State Contractor's License Number:
0023780411

Attested by:


 Janet S. Heckathorn,

** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.

Secretary
 10-28-10

Acknowledge Addenda:

Add. No. _____	Acknowledged by _____
Add. No. _____	Acknowledged by _____
Add. No. _____	Acknowledged by _____
Add. No. _____	Acknowledged by _____
Add. No. _____	Acknowledged by _____

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org). Bids with missing pages or missing any requested attachment are subject to being deemed incomplete.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bids 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 bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
5. Bidder 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. The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.
7. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor. Faster payment is offered through acceptance of Visa.
8. All products delivered shall comply with applicable standards of quality.
9. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
10. All bids shall include all costs including but not limited to applicable sales tax, use tax, permits, insurance, materials, labor, etc. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax exempt entity.
11. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
12. 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.
13. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
14. The City reserves the right to request any additional information it deems necessary from any or all

bidders after the submission deadline.

15. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
16. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.
17. Bids must be received by mail or hand delivery in the **Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701**, on or before the time of closing listed on the face of the bid. **No bids shall be accepted via e-mail or fax.**
18. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
19. Items bid must be delivered FOB to each job site. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.
20. Any discrepancy between the specifications and plans should be brought to attention immediately, in writing, to Andrea Foren at aforen@ci.fayetteville.ar.us.
21. 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.
22. 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.
23. **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 bid packets that provide 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 & documents.**
24. "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."
25. The City of Fayetteville shall take ownership of product when products bid arrive undamaged at the specified shipping location.
26. **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.**

27. Bidder must conform to the requirements listed below and include appropriate evidence for each. Proof of appropriate insurance as well as performance and payment bond shall be provided before work begins and is not required for bid opening. Five percent bid bond shall be submitted with ALL bids exceeding \$20,000.
- a. Workers Compensation as required by Arkansas State Statutes
 - b. Bidder shall have general liability insurance as required at a minimum of \$500,000.00
 - c. A bid bond of five percent (5%) must be submitted with all bids. A cashier's check for five percent (5%) of the amount bid will also be acceptable as a replacement to a bid bond. In the event a cashiers check is submitted AND that vendor is awarded the bid, the bid bond will not be returned until the City of Fayetteville has a valid one hundred (100) percent performance and payment bond.
 - d. A 100% performance and payment bond is required within ten (10) calendar days after a contract has been signed by all parties. The performance and payment bond shall be received by the City of Fayetteville BEFORE any work is done on the project.
 - e. A current valid State of Arkansas Contractor's License is required for all bids submitted that exceed \$20,000.00. Contractor's License shall be valid at time of bid throughout project completion. Failure to justify a current Arkansas Contractor's License shall result in your bid being rejected.
 - f. All costs noted in this bid shall be included with total bid price submitted.
 - g. Insurance required – to be provided to City after contract award: Bidder shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he/she carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Bidder shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
 - i. Workmen's Compensation – Statutory Amount
 - ii. Comprehensive General & Automobile Insurance:
 - 1. Bodily Injury Liability – \$500,000 for each person injured.
 - 2. Each Accident – \$1,000,000
 - iii. Property Damage Liability – \$1,000,000 aggregate.
28. Attachment A, which consists of the Arkansas Department of Labor Prevailing Wage Determination, is attached and hereby included with this bid packet.
29. Attachment B, which consists of stamped drawings, is attached and hereby included in this bid packet.
30. The City of Fayetteville will provide storage for all generators.
31. Contractor shall coordinate delivery of generators with Scott Jones, Fayetteville Fire Department Captain, who will be the signing agent for the City for receiving the generators. Scott Jones - Office: 479.575.8365, E-Mail: sjones@ci.fayetteville.ar.us.

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Instructions to Bidders

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- 1.5 Local time – the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before 2:00:00 as shown by the atomic clock located in the Purchasing Division Office.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered; and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation

thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Architect.
- 5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 Architect's estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - UNIT PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids must be made out in ink on the Bid Form included in these Bidding Documents. Bid Form shall not be removed from the bound Project Manual, nor shall bids be submitted on a photocopy of the Bid Form. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However,

City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

- 8.4 Address bids to City of Fayetteville, and deliver to the address given in the Advertisement For Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5 Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1 Bid security, in the form of a bid bond, certified check, or similar financial instrument, in the amount stated in the Advertisement For Bids, must accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder will not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is

sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE - CONTRACT TIME

- 12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1 A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the

Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder 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 Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans With Disabilities Act
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.
- 27.4** Davis Bacon Wage Rates apply to this project. The current wage rates as of 07.23.10 are provided with this bid; however, awarded contractor shall be responsible for paying the most current set of wage rates determined.
- 27.5** American Recovery and Reinvestment Act (ARRA) Provisions: Buy American Clause – Section 1605 of the Recovery Act requires that all iron, steel, and manufactured goods used in the project must be produced within the United States except as provided in the following:
- 27.5.1** The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- 27.5.2** The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- 27.5.3** The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.
- 27.5.4** If all received quotes do not meet the Section 1605 of the Recovery Act the City of Fayetteville is required to receive independent verification from the Federal Government to move forward.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1** All bidders shall have past experience in providing similar work as described for this project. All bidders must have past experience of at least three (3) projects within the last three (3) years unless less experience is approved and granted by the City of Fayetteville.

End of Section

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
SECTION 16051: General Electrical Requirements

SECTION 16051 – GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceways and cables.
2. Sleeve seals.
3. Grout.
4. General electrical installation requirements.

1.2 PRE-CONSTRUCTION SUBMITTALS

- A. Submit for approval Manufacturer's technical data sheets including performance specifications for all equipment, major materials and other manufactured items. Obtain approval on product manufacturers not specifically names prior to making submittals.
- B. Bind submittals in durable covers with contents conveniently organized and properly indexed.
- C. Make submittals on all work in Division 16 at one time, except by special permission.

1.3 INTENT

- A. It is intended that the contractor provide a complete and operating electrical system including all incidental items and conditions necessary for proper operation or customarily included even though each and every item may not be indicated.
- B. The drawings indicate the general layout requirements for equipment, fixtures, conduit, devices, etc. Final layout will be governed by actual field conditions with all measurements verified at the site.
- C. Conduit and wiring shown on the drawings is diagrammatic unless otherwise noted, and is intended to indicate switching and branch circuit arrangements, phase balance, and general wiring connection requirements.
- D. It is intended that the electrical installation be safe, reliable, energy efficient and easily maintained with adequate provisions for access to equipment.
- E. It is intended that the electrical system operate with noise levels below the criteria recommended by NEMA. Provide corrective action to reduce objectionable hum or vibration. Acoustically insulate between outlet boxes in common wall serving different rooms.

1.4 TEMPORARY LIGHTING AND POWER

- A. Provide general and task lighting for construction activity as required for adequate illumination. Provide 5 foot candles minimum for general illumination and egress and 30 footcandles on tasks such as wall painting. Protect lamps with wire guards or tempered glass enclosures. Provide exterior type fixtures where exposed to weather or moisture.
- B. Provide general purpose outlets and special outlets for construction activities. Provide circuits of proper sizes and ratings for each use required. Install wiring where least exposed to damage. Provide rigid steel conduit to protect wiring on grade, floors or decks.
- C. Provide 20 amp, 4-gang receptacle outlets, equipped with ground fault circuit interrupters, reset button and pilot light, spaced so that a 100 foot extension cord can reach each area of work.
- D. Provide warning signs at outlets that are other than 20 amp, 120 volt.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

- A. Furnish only new standard products of a manufacturer regularly engaged in the production of said products.
- B. Support all products by service organizations with spare parts inventory and personnel located reasonably close to the site.
- C. Where multiple units of the same type or class are required, provide all units of the same manufacturer.

2.2 PRODUCT HANDLING

- A. Store products in their original containers and shelter in a suitable environment.
- B. Make products readily available for inspections and inventory.

2.3 SUBSTITUTIONS

- A. For products specified by generic reference, select any product meeting such standard.
- B. For products specified by naming one or more products or manufacturers, select any named. Submit request in writing for substitution of any manufacturer not specifically named and obtain approval at least 5 days prior to bidding.
- C. Provide all information required to support claim of equality of product proposed for substitution. Substitutions will be considered only if equivalent in quality, efficiency, performance, size, weight, reliability, appearance and ease of maintenance to specified product.
- D. Where approved substitutions alter the design, space requirements, electrical requirements, connections, cooling loads, etc. include all work necessary to provide a complete installation of quality equal to or better than that obtained with product or manufacturer specified.

2.4 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.

2.5 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Plastic. Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.6 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials.
- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

3.5 MANUFACTURER'S DIRECTIONS

- A. Handle, install, connect, test and operate all products and systems in accordance with manufacturer's recommendations. In case of conflicting requirements between manufacturer's directions and contract documents, obtain instructions before proceeding with work.

3.6 INSPECTIONS

- A. Arrange with administrative authority for inspections of all work and obtain approval prior to concealing or proceeding. Give adequate notice before concealing any work for inspections by Owner's representatives.

3.7 CLEANING

- A. Keep premises free and clean of dirt, debris, etc. Upon completion of work clean and polish all fixtures, equipment, etc.

3.8 WORKMANSHIP

- A. No person shall perform electrical work without possessing a Master or Journeyman License from the state electrical examiner's board. All electrical work and apprentices shall be supervised by a Master or Journeyman electrician.
- B. Carefully perform all cutting, drilling, digging, etc. and patch or refinish disturbed area to the condition of adjoining or similar surfaces. Do not cut any structural members.
- C. Conceal conduit in chases, furrings, or above ceilings unless otherwise noted. Flush mount equipment in finished walls wherever possible.

3.9 FLAME AND SMOKE CONSIDERATIONS

- A. In enclosures or plenums used for transporting environmental air, use only products conforming to NFPA and UL classifications not exceeding 25 for flame spread and 50 for smoke developed ratings, or install in conduit. This requirement applies to all materials.
- B. Completely seal all penetrations through fire and/or smoke rated walls, ceilings, floors or other barriers with UL listed material to preserve the rating of the barrier.

3.10 COORDINATION

- A. Coordinate the electrical work with the work of all other trades. Piping or equipment requiring slope or specific mounting height will have right of way over conduit and other products whose elevation can be changed.

3.11 EQUIPMENT CONNECTIONS

- A. Make all required electrical connections to each item of equipment shown or specified including equipment furnished by Owner, and make operational.

3.12 PROTECTION REQUIREMENTS

- A. Locate existing utility lines and identify and protect during excavation and installation.
- B. Protect all work including building finishes against damage due to dirt, water, chemicals, handling, theft, etc. Close all openings in conduit and equipment during installation.
- C. Provide warning devices around all exposed "live" parts or high temperature surfaces.

3.13 PAINTING

- A. Paint conduit, equipment, etc. exposed in finished areas to match adjacent surfaces. Touch up scratches in factory finished surfaces with a paint to match.
- B. All exposed exterior conduit and equipment shall be painted for a uniform appearance.
- C. Paint plywood backboards used for mounting equipment.

3.14 TESTING AND ADJUSTING

- A. Test the completed electrical system and prove free of short circuits, poor connections, and improper grounding. Test all systems to assure safe operation.
- B. Verify proper taps on motors and transformers for rated performance.

3.15 POST CONSTRUCTION SUBMITTALS

- A. Submit project record documents indicating all changes to contract documents made during construction.
- B. Submit certificates of final inspection from administrative authority or manufacturer.
- C. Deliver all special tools and spare parts necessary for proper operation and maintenance and as called for in other electrical sections.
- D. Submit operations and maintenance (O&M) manuals covering all phases of equipment and systems provided. Include complete spare parts data and copy of manufacturing data sheets and shop drawings required in pre-construction submittals.
- E. Submit extended warranties required in excess of one year.
- F. Assemble all closeout documents for electrical system in 3-ring binders with divider tabs labeled and properly indexed. Submit the number of sets as required by the Architect.

3.16 INSTRUCTIONS TO OWNER

- A. Provide competent instruction to the Owner's personnel covering operation and maintenance of all electrical systems. Provide specialized instruction by manufacturer's technical representative when required.

3.17 USE OF EQUIPMENT

- A. The contractor shall not use the permanent electrical system for construction activity except by special permission. If permitted, the contractor's use of any equipment shall not reduce the warranty time specified for any equipment.

3.18 GENERAL WARRANTY

- A. Warrant the electrical installation against defects for a period of one year from the date of substantial completion in accordance with Architect's specifications. Provide all labor, replacement parts, services, transportation, and incidental costs necessary for proper operation of electrical systems during the warranty period. Make good any damage to the building or grounds or other equipment resulting from defects in products and/or workmanship during the warranty period.

END OF SECTION 16051

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
SECTION 16120: Conductors and Cables

SECTION 16120 - CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Building wires and cables rated 600 V and less.
 2. Connectors, splices, and terminations rated 600 V and less.
 3. Control and signal wiring and connectors.
 4. Sleeves and sleeve seals for cables.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70.
- B. Conductor Insulation: Comply with NEMA WC 70 for Types THW, THHN-THWN, and XHHW.
- C. Multiconductor Cable: Comply with NEMA WC 70 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

2.4 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Plastic. Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders and Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway or Type XHHW, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- E. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
- H. Metal-clad, Type MC cable may not be used for homeruns on branch circuits. Type MC cable will be allowed between junction boxes serving light fixtures above a lay-in ceiling. Do not install type MC cable in exterior walls or within walls containing foam insulation. Contact engineer for approval to use type MC cable at all other locations.
- I. Class 1 Control Circuits: Type THHN-THWN, in raceway.

- J. Class 2 Control Circuits: Type THHN-THWN, in raceway, power-limited cable, concealed in building finishes or power-limited tray cable, in cable tray.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Identify and color-code conductors and cables according to Division 16 Section "Electrical Identification."
- F. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- G. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- H. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.4 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- B. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- C. Cut sleeves to length for mounting flush with both wall surfaces.
- D. Extend sleeves installed in floors 2 inches above finished floor level.
- E. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- F. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations.
- G. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- H. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

- I. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

END OF SECTION 16120

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
SECTION 16130: Raceways and Boxes

SECTION 16130 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.2 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1.
- B. EMT: ANSI C80.3.
- C. FMC: Zinc-coated steel.
- D. LFMC: Flexible steel conduit with PVC jacket.
- E. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 - 2. Fittings for EMT: Steel or die-cast, set-screw or compression type.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. ENT: NEMA TC 13.
- B. RNC: NEMA TC 2, Type EPC-40-PVC unless otherwise indicated.

- C. Fittings for ENT and RNC: NEMA TC 3; match to conduit or tubing type and material.

2.3 METAL WIREWAYS

- A. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, 12 or 3R, unless otherwise indicated.
- B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Wireway Covers: Screw-cover type.
- D. Finish: Manufacturer's standard enamel finish.

2.4 NONMETALLIC WIREWAYS

- A. Description: PVC plastic, extruded and fabricated to size and shape indicated, with snap-on cover and mechanically coupled connections with plastic fasteners.
- B. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.5 SURFACE RACEWAYS

- A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect or prime coating, ready for field painting (see drawings).
- B. Surface Nonmetallic Raceways: Two-piece construction, manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors.

2.6 BOXES, ENCLOSURES, AND CABINETS

- A. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- B. Cast-Metal Outlet and Device Boxes: NEMA FB 1 or Type FD, with gasketed cover.
- C. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- D. Metal Floor Boxes: Cast metal, fully adjustable, rectangular.
- E. Nonmetallic Floor Boxes: Nonadjustable, round.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, with gasketed cover.
- H. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic.

I. Cabinets:

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Exposed Conduit: Rigid steel conduit.
2. Concealed Conduit, Aboveground: Rigid steel conduit.
3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed and Subject to Severe Physical Damage: Rigid steel conduit.
3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
5. Damp or Wet Locations: Rigid steel conduit.
6. Raceways for Optical Fiber or Communications Cable: EMT.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.

C. Minimum Raceway Size: ¾ inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

3.2 INSTALLATION

- A. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- B. Complete raceway installation before starting conductor installation.
- C. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- D. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

- E. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- F. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
- G. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- H. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- I. Raceways for Optical Fiber and Communications Cable: Install as follows:
 - 1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
 - 2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
 - 3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- J. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- K. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
- L. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- M. Set metal floor boxes level and flush with finished floor surface.
- N. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

- 1. Excavate trench bottom to provide firm and uniform support for conduit.
- 2. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run.

3. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
 - b. For stub-ups at equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
4. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits, placing them 24 inches o.c. Align planks along the width and along the centerline of conduit.

3.4 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

END OF SECTION 16130

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Section 16415 – Transfer Switches

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes automatic transfer switches rated 600 V and less.

1.2 SUBMITTALS

- A. Product Data: Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
- C. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NEMA ICS 1.
- C. Comply with NFPA 70.
- D. Comply with NFPA 110.
- E. Comply with UL 1008 unless requirements of these Specifications are stricter.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Generac Power Systems, Inc.
 - b. Cummins.
 - c. Kohler.
 - d. Baldor.
 - e. Submit alternate manufacturers for approval minimum 5 business days prior to bid date.
- C. The ATS shall be furnished by the manufacturer of the engine-generator set as to maintain system compatibility and local service responsibility. The manufacturer shall furnish schematic and wiring diagrams for the ATS and a typical wiring diagram for the entire system.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Switch Action: Double throw; mechanically held in both directions.
 - 2. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- H. Battery Charger: For generator starting batteries.
 - 1. Float type rated 10 A.
 - 2. Fused ac inputs and dc outputs.
- I. Enclosures: General-purpose NEMA 250, Type [1 - INDOOR] [3R - OUTDOOR], complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- C. Automatic Transfer-Switch Features:
 - 1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
 - 2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
 - 3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.

4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits:
 - a. Normal Power Supervision: Green or white light with nameplate engraved "Normal Source Available" or "Utility Source Available".
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
12. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.4 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identify components according to Division 16 Section "Electrical Identification."
- B. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Ground equipment according to Division 16 Section "Grounding and Bonding."
- B. Connect wiring according to Division 16 Section "Conductors and Cables."

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
 4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
- B. Coordinate tests with tests of generator and run them concurrently.
- C. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- D. Remove and replace malfunctioning units and retest as specified above.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below.
- B. Coordinate this training with that for generator equipment.

END OF SECTION 16415

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Generator#1 – Fire Station #1 (Reference Drawing Sheet E1)

PACKAGE ENGINE GENERATOR SET

PART 1 - GENERAL

1.01 DESCRIPTION OF SYSTEM

- A. Provide a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled engine, an AC alternator and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.
- B. The generator set(s) must conform to applicable NFPA standards.
- C. The generator set(s) must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.
- D. The transfer switch(es) must be UL listed for use in emergency systems.
- E. The generator set(s) must meet EPA federal emission guidelines for stationary standby power generation.

1.03 MANUFACTURER QUALIFICATIONS

- A. This system shall be supplied by Generac Power Systems®, Cummins, Kohler, Baldor, or a pre-approved approved equal allowed via addendum, who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of twenty years, thereby identifying one source of supply and responsibility. The supplier shall be required to have available factory trained technicians on call 24 hours a day 7 days a week.

The operating voltage of this generator shall be 120/240 volt, 3 phase.

- B. To be classified as a manufacturer, the builder of the generator set must manufacture, at minimum, engines or alternators.
- C. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

PART 2 - ENGINE-GENERATOR SET

2.01 Engine

- A. The prime mover shall be a liquid cooled gaseous-fueled naturally aspirated engine. It will have a 10-cylinder block with a minimum displacement of 6.8 liters with a minimum rating of 100 hp. This system shall be rated for a minimum output of 100kW.
- B. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system providing visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for operation in 122 degrees f, 50 degrees c ambient temperature.
- C. The intake air filter(s) with replaceable element must be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s). Engine coolant and oil drain extensions, equipped with pipe plugs, and must be provided to outside of the mounting base for cleaner and more convenient engine servicing. A fan guard must be installed for personnel safety.
- D. The engine shall have a battery charging DC alternator with a transistorized voltage regulator. Remote 2-wire starting shall be by a solenoid shift, electric starter.
- E. The engine fuel system shall be designed for operation on Engine fuel system shall be designed to operate on commercial natural gas with in inlet pressure of 11 - 14 inches water column.
- F. The engine shall have (a) unit mounted, thermostatically controlled waterjacket heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer. The contractor shall provide proper branch circuit from normal utility power source.
- G. Sensing elements to be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, overspeed shutdown and overcrank shutdown. These sensors are to be connected to the control panel using a wiring harness with the following features: wire number labeling on each end of the wire run for easy identification, each sensor connection shall be sealed to prevent corrosion and all wiring to be run in flexible conduit for protection from the environment and any moving objects.
- H. Engine speed shall be controlled by isochronous governor with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.
- I. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NFPA 110 paragraph 7.13.7
- K. The generator system shall support generator start-up and load transfer within 10 seconds.

2.02 ALTERNATOR

- A. The alternator shall be a 4 pole revolving field type, lead, wired for 120/208 VAC 3 phase, 60 Hz, rated at 100kW with a permanent magnet driven exciter. Photosensitive components will not be permitted in the rotating exciter. The stator shall be direct connected to the engine to ensure permanent alignment. The generator shall meet temperature rise standards for Class "H" insulation; operate within Class "F" standards for extended life. All leads must be extended into an AC connection panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker.

- B. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NEPA 110 paragraph 5-13.2.6. The generator set and regulator must sustain at least 300% short circuit current for 10 seconds during 3 phase fault.
- C. A NEMA 1 panel that is an integral part of the generator set must be provided to allow the installer a convenient location in which to make electrical output connections. A fully rated, isolated neutral must be included by the generator set manufacturer to insure proper sizing.
- D. The electric plant (engine and alternator) shall be mounted with internal vibration isolation onto a welded steel base. External vibration isolation shall not be required for normal pad mounted applications.
- E. Provide the following items installed at the factory:
 - 1. A main line circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated per the manufacturer's recommendations unless specified below and mounted in the genset connection box. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections. A system utilizing manual reset field circuit breakers and current transformers is unacceptable.

2.03 CONTROLS

- A. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.
- B. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control overall generator functions including: engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic management system if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.
- C. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.
- D. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.
- E. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and, 1msec data logging capabilities.
- F. The control system shall provide pre-wired customer use 110: 4 contact inputs, 2 analog inputs, 4 relay outputs, and communications support via RS232, RS485, and an optional modem. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality shall be supported to

provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.

- G. The control panel will display all user pertinent unit parameters including:

- Engine and alternator operating conditions
- Oil pressure and optional oil temperature
- Coolant temperature and level alarm
- Fuel level (where applicable)
- Engine speed
- DC battery voltage
- Run time hours
- Generator voltages, amps, frequency, kilowatts, and power factor
- Alarm Status
- Current alarm(s) condition per NFPA 110 level I
- Alarm Log of last twenty alarm events (date and time stamped)

- J. For system reliability and security concerns, access to and manipulation of the internal operating parameters and alarm limits shall be conducted via password protected PC based software by trained personnel. System configuration support shall be provided locally or remotely by the manufacturers servicing representatives.

- K. The following equipment is to be installed at the engine-generator set manufacturer's facility:

1. A DPDT relay shall be socket mounted in the generator control panel and operate on engine start and run for customer connection.

- L. The following equipment is to be provided by the engine-generator set manufacturer and shipped loose with the unit.

1. Provide an NFPA 110 level 1 compliant alarm annunciator panel for remote indication per local and national code requirements. The annunciator shall be controlled using R5485 communications from the generator controller. Annunciators requiring individual contacts and wires per indication point are not preferred. The panel shall have an ALARM switch that when moved to the OFF position silences the audible alarm. A TEST/RESET switch must be included to verify the lights are functional and reset any condition after it has cleared. The remote annunciator shall have provision for installing a switch with the capability of starting, and stopping the standby generator set from the annunciator panel.

PART 3 - ADDITIONAL UNIT REQUIREMENTS

3.01 Unit Accessories

- A. The following equipment is to be installed at the engine-generator set manufacturer's facility:

- B. The enclosure shall be made of 16 gage steel with .080 thick aluminum roof and coated with an electrostatically applied and baked powder paint finish. The inside of the enclosure is to be lined with a sound absorbent material UL 94 - HF-1 to limit noise transmission. Noise level at exercise shall be less than 64 DB_A. The critical grade muffler exhaust system shall be factory installed and have stainless steel flexible connection to couple the engine exhaust manifold to the exhaust system within the enclosure. Roof mounted mufflers shall not be permitted.

2. A heavy duty, lead add 12 V DC battery set shall be installed by the generator set manufacturer.
3. Provide an automatic dual rate battery charger. The automatic equalizer system shall monitor and limit the charge current to 10 amps. The output voltage is to be determined by the charge current rate. The charger must be protected against a reverse polarity connection. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable.

PART 4 - ADDITIONAL PROJECT REQUIREMENTS

4.02 FACTORY TESTING

- A. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
 1. Verifying all safety shutdowns are functioning properly.
 2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.
 3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

4.03 OWNER'S MANUALS

- A. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

4.04 INSTALLATION

- A. Contractor shall install the complete electrical generating system including all fuel connections in accordance with the manufacturer's recommendations as reviewed by the Engineer.

4.05 SERVICE

- A. Supplier of the electric plant and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of factory trained service personnel on 24 hour call, experienced in servicing this type of equipment, providing warranty and routine maintenance service to afford the owner maximum protection. Delegation of this service responsibility for any of the equipment listed herein will not be considered fulfillment of these specifications. Service contracts shall also be available.

4.06 2 YEAR WARRANTY

- A. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 24 months. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. Travel and labor shall be included for the first 12 months.
The warranty period shall commence when the standby power system is first placed into service.

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Draft Contract – Between City and Contractor

This contract executed this ____ day of _____, 2010, between the City of Fayetteville, Arkansas, and _____ In consideration of the mutual covenants contained herein, the parties agree as follows:

1. _____ at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax, permits, and all other accessories and services necessary to complete items bid per Bid 10-66 as stated in _____ bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 10-66, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay _____ based on their bid proposal in an amount not to exceed \$ _____. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and _____ consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-66 with the specifications and conditions typed thereon.
 - B. _____ bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and _____ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and _____.
5. _____ shall not assign its duties under the terms of this agreement.
6. _____ agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from _____ performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. _____ shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, _____ shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support

4.07 STARTUP AND CHECKOUT

- A. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to checkout the completed installation and to perform an initial startup inspection to include:
1. Ensuring the engine starts (both hot and cold) within the specified time.
 2. Verification of engine parameters within specification.
 3. Verify no load frequency and voltage, adjusting if required.
 4. Test all automatic shutdowns of the engine-generator.
 5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.

4.08. SUBMITTALS

- A. Provide three complete sets of Engineering Submittal for approval, prior to production release, showing all components, in addition to the engine and generator. Submittals shall include compliance with these specifications.

4.09 SUBSTITUTIONS

- A. The emergency power system has been designed to the specified manufacturer's electrical and physical characteristics. The equipment sizing, spacing, amounts, electrical wiring, ventilation equipment, fuel and exhaust components have all been sized and designed around Generac Power System's equipment. Should any substitutions be made, the contractor shall bear responsibility for the installation, coordination and operation of the system as well as any engineering and redesign costs which may result from such substitutions. Alternate equipment suppliers shall furnish equipment submittals 14 days prior to bid date for approval to bid.

Bodily Injury Liability \$500,000 for each person injured.
 \$1,000,000 for each accident.

Property Damage Liability \$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by _____.

8. _____ to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or _____ with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2010.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

BY **CONTRACTOR**
NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

City of Fayetteville
Bid 10-66, Construction – Fire Department Generators Re-Bid
Statement of Disclosure – To Be Submitted With ALL Bids

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:

 X 1.) NO KNOWN RELATIONSHIP EXISTS

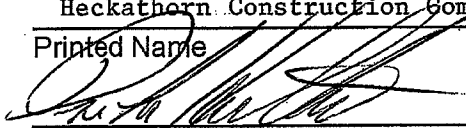
 2.) RELATIONSHIP EXISTS (Please explain)

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

- 1.) 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
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Heckathorn Construction Company, Inc.

Printed Name


Signature Don L. Heckathorn

October 28, 2010

Date

MIKE BEEBE
GOVERNOR



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

JAMES SALKELD
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

August 2, 2010

Andrea Foren
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: INSTALLATION OF
FIRE DEPARTMENT GENERATORS
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Ms. Foren:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **10-043** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "Statement of Intent to Pay Prevailing Wages" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

Lorna Kay Smith

Lorna K. Smith
Prevailing Wage Division

Enclosures

**Arkansas Department of Labor
Prevailing Wage Determination
BUILDING RATES**

Determination #: 10-043
Expiration Date: 2/2/2011
Survey#: 710-AR05

Date: 8/2/2010

Project: Installation of fire Department Generators

Site:

City: Fayetteville, Arkansas

Project County: Washington

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Asbestos Worker/Insulator	\$12.00	\$0.28
Bricklayer/Pointer, Cleaner, Caulker	\$19.50	
Carpenter	\$16.20	\$2.35
Concrete Finisher/Cement Mason	\$16.05	
Elevator Mechanic	\$24.30	\$12.18
Glazier	\$17.20	\$2.26
HVACR Mechanic (Excludes Duct Work)	\$16.40	\$1.93
Ironworker (Including Reinforcing Work)	\$14.80	\$0.50
Laborer	\$12.00	\$0.28
Marble/Tile/Terrazzo	\$22.95	\$6.41
Metal Building Erector	\$15.50	
Millwright	\$10.85	\$1.65
Painter/Sheet Rock Finisher	\$13.15	\$1.10
Plasterer	\$15.55	
Plumber/Pipefitter	\$22.25	\$6.89
Roofer	\$12.65	\$2.60
Sheet Metal (Includes Duct Work)	\$16.75	\$2.83
Sprinkler Fitter	\$23.90	\$8.75
Truck Driver	\$12.00	\$0.28
Waterproofers	\$16.30	\$1.29
Group 1 - Operator	\$15.10	\$3.40
Group 2 - Operator	\$15.20	\$0.56
Group 3 - Operator	\$13.80	
Group 4 - Operator	\$12.00	\$0.28
Electrician/Alarm Installer(Electrical contract under \$500,000)	\$21.65	\$9.03
Electrician/Alarm Installer(Electrical contract \$500,000 & Over)	\$23.15	\$9.03

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/13/2010

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

Power Equipment Operators:

Group I

Operators engaged in operating the following equipment: Cranes, draglines, shovels and piledrivers with a lifting capacity of 50 tons or over, and operators of all tower climbing cranes and derricks required to work 25 feet or over from the ground, blacksmith and mechanics.

Group II

Operators engaged in operating the following equipment or performing work relative to the engineer's jurisdiction: Hydraulic cranes, cherry pickers, backhoes, and all derricks with a lifting capacity less than 50 tons, as specified by the manufacturer, all backhoes, tractor or truck type, all overhead & traveling cranes, or tractors with swinging boom attachments, gradealls all above equipment irrespective of motive power, leverman (engineer), hydraulic or bucket dredges, irrespective of size.

Group III

Heavy Equipment Operators. Operators engaged in operating the following equipment: all bulldozers, all front end loaders, all sidebooms, skytracks, forklifts, all push tractors, all pull scrapers, all motor graders, all trenching machines, regardless of size or motive power, all backfillers, all central mixing plants, 10S and larger, finishing machines, all boiler fireman high or low pressure, all asphalt spreaders, hydro truck crane, multiple drum hoist, irrespective of motive power, all rotary, cable tool, core drill or churn drill, water well and foundation drilling machines, regardless of size, regardless of motive power and dredge tender operator.

Group IV

Light Equipment Operators. Operators engaged in operating the following equipment: Oilerdriver motor crane, single drum hoists, winches and air tuggers, irrespective of motive power, winch or A frame trucks, rollers of all types and pull tractors, regardless of size, elevator operators inside and outside when used for carrying workmen from floor to floor and handling building material, Lad-A-Vator Conveyor, batch plant, and mortar or concrete mixers, below 10S, end dump euclid, pumpcrete spray machine and pressure grout machine, air compressors, regardless of size. All light equipment, welding machines, light plants, pumps, all well point system dewatering and portable pumps, space heaters, irrespective of size, and motive power, equipment greaser, oiler, mechanic helper, drilling machine helper, asphalt distributor and like equipment, safety boat operator and deckhand.

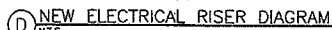
STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **INSTALLATION OF FIRE DEPARTMENT GENERATORS
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 10-043** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.



① NEW EMERGENCY GENERATOR PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR. GENERATOR SPECIFICATIONS: GENERATOR OPERATING DATA IS 100 KW AT 120/240 VOLTS, 3 PHASE POWER, 300 AMPS, 350 AMP CIRCUIT BREAKER, 13.80 CFM AIRFLOW, GAS CONSUMPTION AT 100% RATED 150.

- [illegible]

1. PROVIDE ALTERNATE PRICE TO REMOVE EMERGENCY CONSTRUCTION AND ASSOCIATED ITS FROM CONTRACT PRICE. UNDER BID ALLOWANCE, THE CITY OF FAYETTEVILLE WILL PROVIDE THE EMERGENCY CONSTRUCTION AND ITS.



① EXISTING UTILITY POLE AND POLE MOUNT TRANSFORMERS TO REMAIN. COORDINATE WITH SHEETS TO REMOVE EXISTING OVERHEAD SERVICE TO FIRE STATION AND REPLACE WITH NEW UNDERGROUND FEEDERS FROM UTILITY POLE TO NEW AUTOMATIC TRANSFER SWITCH (ATS). SEE PAGER DRAWING ON THIS SHEET FOR MORE INFORMATION.

- 1) CRYSTAL GRAFT PLOT AND PLOT AREA TRANSFERRED TO BROTHER. CONSIDERABLE WORK WAS DONE TO MAKE CRYSTAL GRAFTING DEPENDENT ON THE SECOND AND REPLACE THE SHEDDERS. REPAIRS TO THE GRAFT AND TO THE ANCHORAGE STATIONS WERE MADE. THE NEW GRAFT WAS PLACED IN THE GRAFT AREA.
- 2) EXISTING WAREHOUSE (BUILDING) (PLOT 10) TO BE REMOVED. RELocate EXISTING GRAFTS AND REPAIRS FROM THIS AREA. PLAN A NEW SPOT FOR NEW REUSE.
- 3) CRYSTAL GRAFTS TO BE REMOVED. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS.
- 4) REMOVE ALL EXISTING GRAFTS AND PLOT AREA. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS.
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- 7) VISUAL EXISTING GRAFTS FROM PLOT AREA TO PLOT 10. TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS.
- 8) REMOVE EXISTING GRAFTS FROM PLOT AREA. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS. REPAIRS TO BE NECESSARY TO MAKE NEW EXISTING GRAFTS.
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A circular professional seal for a Licensed Professional Engineer in the State of Michigan. The outer ring contains the text "LICENSED PROFESSIONAL ENGINEER" at the top and "STATE OF MICHIGAN" at the bottom. The center of the seal features the name "ADAMS, J. S." and the license number "No. 1227".



Engineering Education, P.O. Box 1111, New York, N.Y. 10001

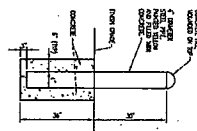
**CENTRAL FIRE STATION #1
GENERATOR PROJECT**
330 WEST CENTER ST.
FAYETTEVILLE, ARKANSAS

Engineering Elements
2930 E. Millbrook Dr., Suite 2
Frymanville, AR 72703
Phone: 479-685-1333
Fax: 479-631-7982

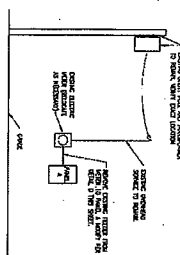
 **MECHANICAL
ELECTRICAL
FIRE PROTECTION
DESIGN CONSULTANTS**

REVISIONS:
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PROJECT: 10-042
DATE: 10-13-2010

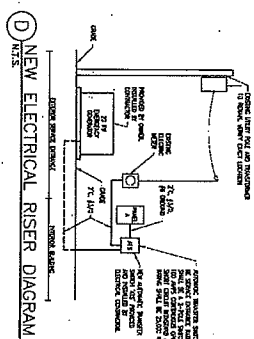
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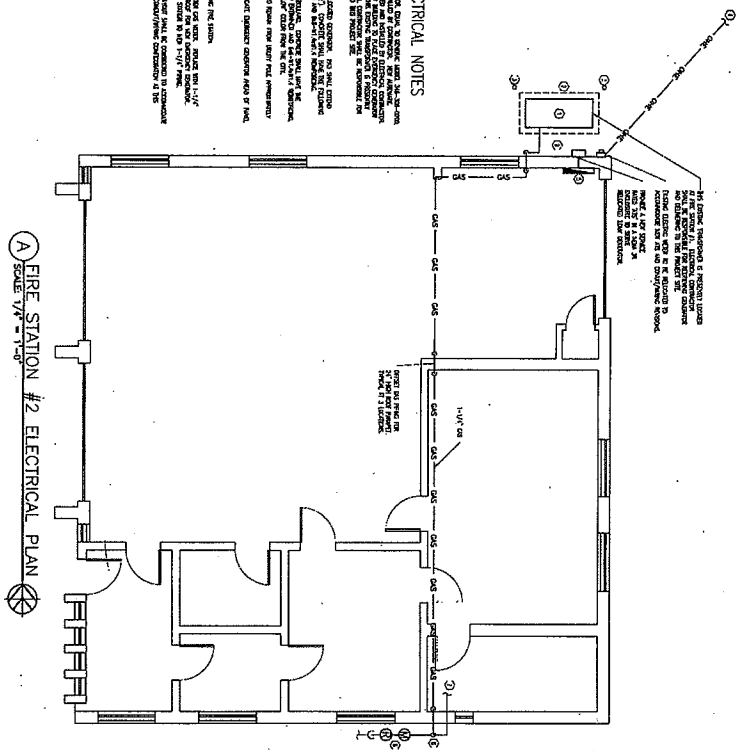
C EXISTING ELECTRICAL RISER DIAGRAM
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D NEW ELECTRICAL RISER DIAGRAM
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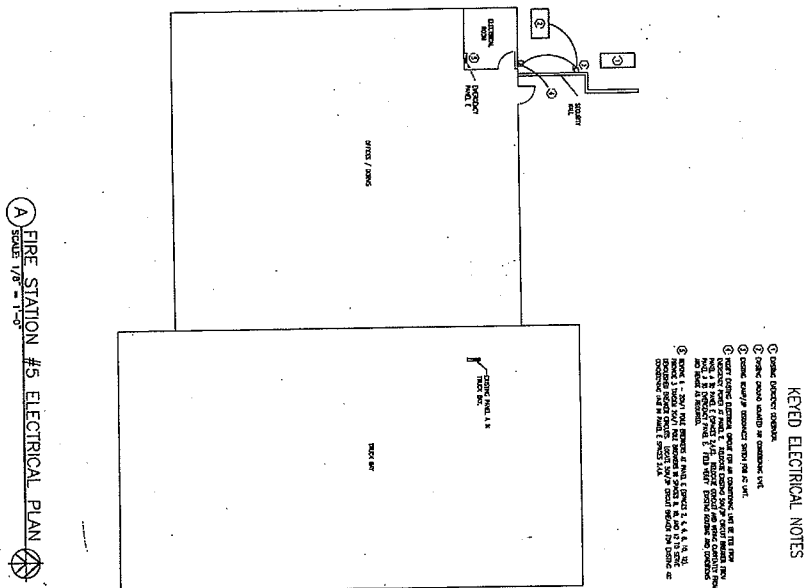
KEYED ELECTRICAL NOTES

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19. EXISTING ELECTRICAL RISER TO BE REMOVED. SEE KEYED ELECTRICAL NOTES FOR DETAILS.
20. NEW ELECTRICAL RISER TO BE INSTALLED. SEE KEYED ELECTRICAL NOTES FOR DETAILS.



A FIRE STATION #2 ELECTRICAL PLAN
SCALE 1/8" = 1'-0"

E2 PROJECT: 10-042 DATE: 10-13-2010	Engineering Elements 2820 E. Jefferson Drive, Suite 2 Fayetteville, AR 72703 Phone: 479-695-1333 Fax: 479-261-7982	FIRE STATION #2 GENERATOR PROJECT 700 GARLAND AVE. FAYETTEVILLE, ARKANSAS 72701	
	Mechanical Electrical Fire Protection Design Consultants	FIRE STATION #2 ELECTRICAL PLAN	



KEYED ELECTRICAL NOTES

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E3	PROJECT 10-443 DATE: 10-1-2010	Engineering Elements 2520 E. Millersburg Drive, Suite 2 Fayetteville, AR 72703 Phone: 479-496-1333 Fax: 479-257-7961	FIRE STATION #5 ELECTRICAL PLAN	FIRE STATION #5 GENERATOR PROJECT INTERSECTION OF OLD WIRE RD / N. CROSSOVER RD. FAYETTEVILLE, ARKANSAS 72701		

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Heckathorn Construction Company, Inc.

_____ as Principal, hereinafter called the Principal,
and the Hartford Fire Insurance Company,
of One Hartford Plaza, Hartford, Connecticut, a corporation duly organized under
the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City of Fayetteville Bid No. 10-66, Construction Fire Department
Generators Re-Bid, Fayetteville, Arkansas

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of October, 2010

Janet S. Heckathorn Secretary
Janet S. Heckathorn Witness

Heckathorn Construction Company, Inc. (Seal)
Don L. Heckathorn Principal
Don L. Heckathorn President
Title

Pamela K. Hays
Witness

Hartford Fire Insurance Company
By Judy Schoggen
Judy Schoggen Attorney-in-Fact

POWER OF ATTORNEY

A. 7
Heckathorn Construction Company,
Direct Inquiries Call to:

Page 64 of 68
THE HARTFORD
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 38-591481

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Benson A. Cashion, Matthew K. Cashion, Jr., Judy Schoggen, William H. Griffin,
Cynthia L. Trickey, Pamela K. Hays, Nick W. Peters
of
Little Rock, AR

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, to me known, who being by me duly sworn, did depose and say: that she resides in the County of Hartford, State of Connecticut; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 28, 2010

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Ginny Gundlach - Fwd: City 10-66 Construction-Fire Dept.Generators Re-Bid Cost Breakdown

From: Andrea Foren
To: Dayringer, David; Gundlach, Ginny; Jones, Scott; Lynch, Chris
Date: 11/15/2010 8:43 AM
Subject: Fwd: City 10-66 Construction-Fire Dept.Generators Re-Bid Cost Breakdown
Attachments: Andrea Foren3.vcf

Here you go! Let me know if you need any other info...

Thanks,
Andrea

Andrea Foren, CPPB
 City of Fayetteville, Purchasing Agent
 113 W. Mountain
 Fayetteville, AR 72701
 Phone: (479) 575-8220
 TDD (Telecommunications
 Device for the Deaf): (479) 521-1316
aforen@ci.fayetteville.ar.us
www.accessfayetteville.org

 Please consider the environment before printing my e-mail.

>>> On 11/12/2010 at 9:48 AM, in message <790430.24515.qm@web82202.mail.mud.yahoo.com>, David Hansen <hcc_dhansen@sbcglobal.net> wrote:

Andrea Foren-

Following is the cost breakdown by Fire Department location for the Generator Re-Bid:

Fire Station #1-	\$ 61,861.00
Fire Station #2-	\$ 9,486.00
Fire Station #5-	\$ 7,155.00

Please let me know if you need something more formal than this reply. Thanks.

DCH-David Hansen

cc: Don Heckathorn;

From: Andrea Foren <aforen@ci.fayetteville.ar.us>
To: hcc_dhansen@sbcglobal.net
Cc: Andrea Foren <aforen@ci.fayetteville.ar.us>
Sent: Mon, November 1, 2010 10:13:27 AM
Subject: Contact documents

David,

Attached is a copy of the contract. Can you sign and return 2 originals to me please? We will return one after it goes to City Council. Also, can you e-mail me a break down of what each location was?

Thanks,

City Of Fayetteville

A. 7

Requisition No.:
Date: Heckathorn Construction Company,
12/7/2010 Inc. Bid #10-66
P.O Number: Expected Date:
ASAP

Vendor #: 5450 Vendor Name: Heckathorn Const. Co. Mail
Yes: X No: _____

Address: Fob Point: Taxable
Yes: _____ No: X Quotes Attached
Yes: _____ No: X

City: State: Zip Code: Ship to code: 120
Division Head Approval:

Requester: Requester's Employee #: Extension:
Ginny Gundlach 2283 489

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	FFD Generator Construction & Installation Services	1	LOT	\$56,822.00	\$56,822.00	4470.9470.5801.00	10019 / 1		
2	FFD Generator Construction & Installation Services	1	LOT	\$5,039.00	\$5,039.00	4470.9470.5801.00	02006 / 1		
3	FFD Generator Construction & Installation Services	1	LOT	\$16,641.00	\$16,641.00	2300.9300.5801.04	07003 / 1001		
4									
5	Per Bid 10-66, Res. 10-xx, Contract #xxx								
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7									
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Special Instructions:

Subtotal: \$78,502.00
Tax: \$0.00
Total: \$78,502.00

Approvals:
Mayor: _____ Department Director: D.K. P Purchasing Manager: _____
Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____
Dispatch Manager: _____ Utilities Manager: _____ Other: _____



BID: 10-66
DATE: 10/28/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-66, Construction - Fire Department Generators Re-Bid

BIDDER	TOTAL TURN-KEY BID AMOUNT	
1 Heckathorn Construction Company, Inc.	\$	78,502.00
2 Multi-Craft Contractors, Inc.	\$	84,148.00
3 Staley, Inc.	\$	118,172.00
4 Total Environmental Systems, Inc.	\$	78,857.00

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

CERTIFIED:

P. VICE, PURCH MGR

WITNESS

DATE

P. Vice

J. Foer

10/29/10

A. 8
City of Greenland Wastewater Contract
Page 1 of 4

12/7/2010

City Council Meeting Date
Agenda Items Only

**Utilities
Department**

Approval of an extension to the agreement between Fayetteville and Greenland to operate and maintain Greenland's wastewater collection system.

\$ -	Category / Project Budget	Program Category / Project Name
Cost of this request		
Account Number	Funds Used to Date	Program / Project Category Name
	\$ -	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budget Adjustment Attached

	<u>19 Nov 10</u>	Previous Ordinance or Resolution #	<u>04-09</u>
Department Director	Date		
	<u>11-19-10</u>	Original Contract Date:	<u>1/6/2009</u>
City Attorney	Date	Original Contract Number:	<u>N/A</u>

Paul A. Beebe 11-19-2010
Finance and Internal Services Director Date

Don Man 11-22-10
Chief of Staff Date

 Mayor Date

Received in City 11-19-10 P03:50 RCVD
Clerk's Office

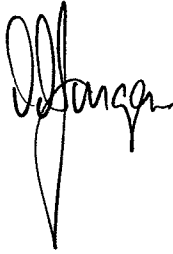
Received in
Mayor's Office

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: November 19, 2010

Subject: Extending the Wastewater Services Agreement Between Fayetteville and Greenland

RECOMMENDATION

City Administration recommends approval of an extension to the agreement between Fayetteville and Greenland to operate and maintain Greenland's wastewater collection system.

BACKGROUND

Fayetteville has operated and maintained the wastewater collection system in Greenland since the system was installed in the mid-1970's. The current wastewater services agreement expires January 5, 2011. Both Cities have expressed willingness and desire for Fayetteville to own the system, as well as to operate and maintain it. In order to make that transition, the system needs to be restored to full working order, or to be "made whole." This will be accomplished in the next two years, with the completion of a cost-shared sanitary sewer rehabilitation project and the installation of a backup power generator at the sewer pump station on Sandy Lane.

The sewer rehabilitation project, which will cover Greenland and significant areas of southern Fayetteville, will be funded through a \$287,000 State Tribal and Assistance Grant (for which we just received final approval in October, 2010), Greenland supplied funding, and Fayetteville water and sewer funds from the sanitary sewer rehabilitation project. Fayetteville staff will design the rehabilitation, and will manage the construction, which is expected to begin in early-mid 2011.

Fayetteville already owns, and has always owned, the water system in the majority of Greenland. The small area west of I-540 receives water service from Washington Water Authority and sewer service from Fayetteville. Billing and collection works well between the two water systems.

DISCUSSION

Extending the existing wastewater services agreement for two years meets all current needs and lays the groundwork for the potential future change in ownership. All sewer services provided to Greenland residents by Fayetteville will continue unchanged through approval of this contract by both cities. Sewer rehabilitation design is underway and Greenland has developed sewer and development master plans. When the rehabilitation is completed, the system will be in appropriate condition for Fayetteville to take ownership. This is expected to be achievable in 2012.

BUDGET IMPACT

None. Greenland residents pay the "outside of city" sewer rates; this will not change.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONTRACT EXTENSION WITH THE
CITY OF GREENLAND FOR THE OPERATION AND MAINTENANCE OF
ITS WASTEWATER COLLECTION SYSTEM**

**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 the City of Greenland for the operation and maintenance of its wastewater collection system. A copy of the contract is attached as Exhibit "A."

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGREEMENT TO CONTINUE SEWER SERVICE BY FAYETTEVILLE FOR GREENLAND

Come now the City of Fayetteville and the City of Greenland and agree to a two year sewer contract for the period of January 6, 2011 until January 8, 2013. The cities agree as follows:

1. Fayetteville agrees that it will continue to operate and maintain the Greenland sewer system and shall treat all wastewater collected within the Greenland city limits (but only for customers who have individual water services provided by Fayetteville). Sewer service to Greenland residents not having Fayetteville water service may be furnished provided mutual agreement on the method of billing such customers can be reached by Fayetteville and Greenland.
2. Greenland agrees that it will require its citizens receiving Fayetteville water service to purchase sewer service from Fayetteville under the same sewer availability criteria as required of Fayetteville citizens. Greenland agrees that its citizens will be subject to pay sewer rates on a cost-of-service basis pursuant to the current sewer service rates adopted by the Fayetteville City Council, (§51.137 of the Code of Fayetteville) and any amendments approved thereto.
3. Pursuant to Greenland ordinance 280, Greenland customers receiving new sewer service from Fayetteville to pay sewer system impact fees to Fayetteville in the same amount as new development in Fayetteville pays pursuant to the current ordinance and any amendments to §159.02 **Water and Wastewater Impact Fees** of the Unified Development Code of Fayetteville. Pursuant to Greenland ordinances 282, Greenland customers will pay Greenland local impact fees, which Fayetteville will collect and remit quarterly to Greenland.
4. Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22 of the 1993 Fayetteville - Greenland Sewer Contract are adopted and incorporated herein as if set forth word for word.
5. Fayetteville and Greenland anticipate that the City of Fayetteville shall either assume ownership and operation of the Greenland sewer system on or before 31 March 2012 or that another, long-term Fayetteville-Greenland Sewer Contract shall be adopted in 2012 in which Fayetteville will agree to continue to operate and maintain the sewer system within and serving Greenland residents.

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

City of Fayetteville, Arkansas

City of Greenland, Arkansas

Mayor Lioneld Jordan

Mayor John Gray

ATTEST:

Sondra Smith
City Clerk

Donna Cheevers
City Clerk



City of Fayetteville Staff Review Form

A. 9

Crossover Road Water and Sewer
Relocation AHTD-Utility Agreement
Page 1 of 8City Council Agenda Items
and
Contracts, Leases or Agreements

12/9/2010

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Utilities

Division

Utilities

Department

Action Required:

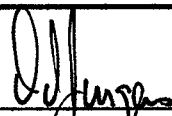
Resolution approving an agreement with the Arkansas Highway and Transportation Department for water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Mission and Joyce Boulevard.

\$	\$	W-S Relocations- 2009 Bonds
		Hwy 265 W-S Relocations
Cost of this request	Category / Project Budget	Program Category / Project Name
		Water/Sewer Improvements
		Water/Sewer Improvements
Account Number	Funds Used to Date	Program / Project Category Name
09018		Water and Sewer
08072		Water and Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item

XX

Budget Adjustment Attached

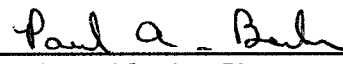

 Department Director
12/9/10
Date

Previous Ordinance or Resolution #

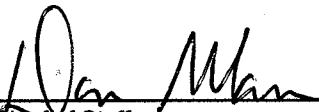
Original Contract Date:


 City Attorney
11-22-10
Date

Original Contract Number:


 Finance and Internal Services Director
11-22-2010
Date

Received in City Clerk's Office 11-19-10 P03:36 RCVD


 Chief of Staff
11-23-10
DateReceived in
Mayor's Office

Mayor

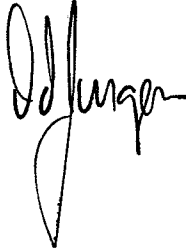
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: November 19, 2010

Subject: Crossover Road Water and Sewer Relocation AHTD-Utility Agreement

RECOMMENDATION

City Administration recommends approval of an agreement with the Arkansas Highway and Transportation Department for water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Mission and Joyce Boulevard.

BACKGROUND

The project involves two simultaneous and collocated functions. The first is relocating water and sewer lines as required in preparation for the combined Arkansas Highway Department (AHTD) and City widening of Crossover Road (Hwy 265) between Mission and Joyce. The second is installing a 36" and 24" transmission main along Crossover to connect to the existing 24" main on Crossover at Mission and the existing 36" main on Old Wire Road. This is the second phase of the transmission main replacement, completing the northern portion of the loop that was initially constructed when the southern section of Crossover Road between Mission and Huntsville was widened by the AHTD.

DISCUSSION

This agreement obligates the AHTD to pay 48.35% of the total project cost, or an estimated \$2,728,925.99, and the City to pay the remaining 51.65%, estimated at \$5,643,897.27. In general, the AHTD pays for relocating lines currently existing outside the existing ROW, and the City pays for lines that are currently inside the ROW and any increases in capacity. The final cost will be based on the actual bids. In this arrangement, the City designs, awards, and supervises construction of the utility relocation project, and will submit monthly requests for reimbursement from the AHTD.

Staff expects to advertise for bids for the utility relocations prior to January 31, 2011.

BUDGET IMPACT

This project is funded using Water and Sewer revenue bond funds. \$5,225,993 is available in this account. \$83,085 is available in the specific Highway 265 project fund. The actual appropriation, and the budget adjustment moving the funds from the revenue bond account to the project account, will be requested when the construction contract is awarded.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WATER AND SEWER UTILITY
RELOCATION EXPENSE COST-SHARING AGREEMENT WITH THE
ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT
RELATED TO THE WIDENING OF CROSSOVER ROAD (STATE
HIGHWAY 265) BETWEEN MISSION BOULEVARD AND JOYCE
BOULEVARD

**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
water and sewer utility relocation expense cost-sharing agreement with the Arkansas Highway
and Transportation Department related to the widening of Crossover Road (State Highway 265)
between Mission Boulevard and Joyce Boulevard. A copy of the agreement is attached as
Exhibit "A."

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No 040517 (Utilities) County Washington
Federal Aid Project STP-9142 (9) Route 265 Section 2
Job Location Hwy. 45 - E. Joyce Blvd. Utility Owner Fayetteville Water & Sewer
(Fayetteville) (S)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas State Highway and Transportation Department, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the Fayetteville Water & Sewer of Fayetteville, AR. acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and, the, "Owner" will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on Actual Cost basis as mutually agreed between "Owner" and "Department."

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 96-167 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

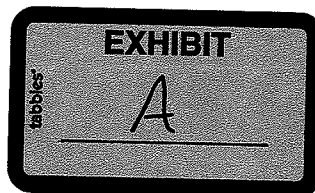
DESCRIPTION OF WORK: See Exhibit "A"

The Department agrees that the required adjustment is "See Exhibit A" eligible for reimbursement for the Actual Cost which is estimated to be \$5,643,897.27 of which \$2,728,925.99 to be paid by the Department and \$2,914,971.28 is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within 160 calendar days and complete within 210 calendar days thereafter.

On completion of said work, "Owner" is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. "Owner" shall also submit one (1) set of "as-built" drawings at this time.



Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

"Owner" must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

"Owner" shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, owner shall adhere to the requirements of the "Manual on Uniform Traffic Control Devices", as amended and supplemented.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the "Owner" nor the "Department" by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

Fayetteville Water & Sewer

ARKANSAS STATE HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS HIGHWAY AND
TRANSPORTATION DEPARTMENT

Name (Typed or Printed)

Title

(For) Director of Highways & Transportation

Signature

Right of Way Division Head

FEDERAL TAXPAYER IDENTIFICATION #

Section Head-Utilities Section
Right of Way Division

Name (Typed or Printed)

Title

Signature

Exhibit "A"

DESCRIPTION OF WORK: Adjust the water and sewer facilities as required to clear highway construction by abandoning approximately 307 ft. of two (2) inch, 43 ft. of four (4) inch, 436 ft. of six (6) inch, 1,393 ft. of eight (8) inch, 10,496 ft. of twelve (12) inch, and 946 ft. of thirty-six (36) inch water mains; 1065 ft. of eight (8) inch and 386 ft. of twelve (12) inch sewer mains complete with all necessary valves, meters, services and appurtenances. Restore the function of the facilities by installing approximately 365 ft. of two (2) inch, 225 ft. of six (6) inch, 1,222 ft. of eight (8) inch, 10,430 ft. of twelve (12) inch, and 635 ft. of thirty-six (36) inch water mains; 1074 ft. of eight (8) inch and 403 ft. of twelve (12) inch sewer mains complete with all necessary valves, meters, services and appurtenances. Owner is not adequately staffed to perform this work; therefore, contract forces will be utilized and selected by low bid process.

Owner will be upgrading facilities during construction in which betterment has been addressed. Owner has developed a replacement in-kind and betterment factor for reimbursement in which the Department concurs. This factor is to update based on low bids and quantities installed.

Owner will be securing easements based on Owners estimated easement cost. Owner verifies cost of easements to be paid is based on previous documented practice and can support such by audit. Any offer in excess of documented practices must have prior written approval by Arkansas Highway & Transportation Department, Right of Way Division.

The pro rata factor for reimbursement will be determined as follows:

Replacement in-kind factor:

<u>Est. reimb. replacement in-kind construction cost</u>	<u>\$2,051,397.42</u> = 87.58%
Total est. replacement in-kind construction cost	\$2,342,402.00

Reimbursement factor for betterment:

<u>Est. reimb. replacement in-kind construction cost</u>	<u>\$2,051,397.42</u> = 43.75%
Total est. construction cost for betterment	\$4,688,742.00

Reimbursement factor for preliminary engineering:

<u>Est. reimb. replacement in-kind preliminary engineering</u>	<u>\$270,103.94</u> = 67.93%
Total est. preliminary engineering	\$397,621.00

Cost Summary

Construction Cost	\$4,688,742.00	
Const. Engr. Cost	<u>\$ 184,328.27</u>	
Reimbursement Factor 43.75%	\$4,873,070.27	\$2,131,968.24
Preliminary Engr. Cost	<u>\$ 397,621.00</u>	
Reimbursement Factor 67.93%		\$ 270,103.94
Health Board Fee	\$ 500.00	
Advertisement	\$ 350.00	
ADEQ Stormwater Permit	\$ 200.00	
Arkansas Utility Protection Services	\$ 1,775.00	
Storm Water Prevention Plan	\$ 3,184.00	
Easement Filing	\$ 720.00	
Easement mapping & preparation	\$ 42,897.00	
<u>Easements Acquisition</u>	<u>\$ 323,580.00</u>	
Reimbursement Factor 87.58%	\$ 373,206.00	\$ 326,853.81
Total Cost	\$5,643,897.27	
Total Reimbursement		\$2,728,925.99

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

A. 9
Crossover Road Water and Sewer
Relocation AHTD-Utility Agreement
Page 7 of 8

Dan Flowers
Director
Phone (501) 569-2000 Fax (501) 569-2400



P.O. Box 2261
Little Rock, Arkansas 72203-2261
WWW.ARKANSASHIGHWAYS.COM

October 1, 2010

Chris Brown
City of Fayetteville Water & Sewer
125 W. Mountain
Fayetteville, Arkansas 72701

RE: Job 040517 (Utilities)
STP-9142 (9)

Dear Mr. Brown:

Enclosed is your copy of the utility agreement approved on October 1, 2010, covering reimbursement for the adjustment of your facilities on the referenced job.

You are authorized to proceed with advertising for bids. If you need additional right of way to accomplish your adjustments, you may proceed with the acquisition of this right of way.

You are required to furnish a copy of each bid received and the bid tabulation sheet for our review and concurrence. Should you elect to award the contract to other than the low qualified bidder, the Department will participate only in the amount of the low bid.

No construction work should be performed until you receive a written work order from this office.

If I may be of assistance, please advise.

Yours truly,

Patty Bray
Utility Coordinator
Utilities Section
Right of Way Division

PB/
Enclosures

Cc: "C" File
District Engineer W/Enclosures
Resident Engineer W/Enclosures #43
"U" File
McClelland Consulting Engineers - Robert White
1810 N. College Ave.
Fayetteville, AR 72703

PDF to Owner & Consultant 10-1-10

City of Fayetteville Staff Review Form

A. 10
Baird, Kurtz & Dobson
(BKD), LLP
Page 1 of 14

City Council Agenda Items
and
Contracts, Leases or Agreements

12-7-2010

City Council Meeting Date
Agenda Items Only

Marsha Hertweck
Submitted By

Accounting and Audit
Division

Finance and Internal Services
Department

Action Required:

Approval of the a contract with Baird, Kurtz and Dobson (BKD), LLP for the 2010 annual audit.

\$ 84,200.00

Cost of this request

\$ 84,200.00

Category / Project Budget

Program Category / Project Name

various funds

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

\$ 84,200.00

Remaining Balance

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

Paul a. Becher 11-18-2010
Department Director Date

Previous Ordinance or Resolution #

Chris Kelly 11-19-10
City Attorney Date

Original Contract Date:

Original Contract Number:

Paul a. Becher 11-19-2010
Finance and Internal Services Director Date

Received in City Clerk's Office 11-18-10 A03:52 RCVD

Kim G.

Don Man 11-19-10
Chief of Staff Date

Received in
Mayor's Office



Mayor

Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor Lioneld Jordan and the Fayetteville City Council

Thru: Paul Becker, Finance Director

From: Marsha Hertweck, Accounting Director 

Date: November 19, 2010

Subject: Annual Audit

Recommendation

Approval of a contract with Baird, Kurtz & Dobson (BKD), LLP for the 2010 annual audit.

Discussion

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

BKD was selected by the City following the applicable rules and regulations concerning the procurement of auditing services. The City entered into a five-year agreement in August 2002 and selected BKD for another five years through the RFP process in July 2007. Under this contract BKD will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition to the financial audit, BKD also issues a report on internal control and compliance requirements for major federal award programs as required by the Single Audit Act. The single audit is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, BKD also provides technical assistance to the City in producing the Comprehensive Annual Financial Report (CAFR). The CAFR includes the City's financial statements as well as statistical information required by the City's bond covenants.

Budget Impact

The cost of the 2010 audit is \$84,200. The audit will be budgeted in General Fund and allocated to the various funds of the City.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH BAIRD, KURTZ & DOBSON (BKD), LLP, IN THE AMOUNT OF \$84,200.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$84,200.00 to provide independent audit services to the City of Fayetteville. A copy of the engagement letter for services marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

November 1, 2010

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas
113 West Mountain St.
Fayetteville, AR 72701

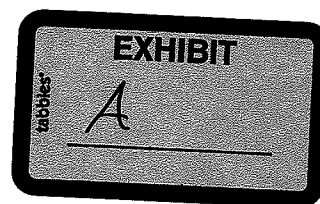
We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the City of Fayetteville, Arkansas.

ENGAGEMENT OBJECTIVES

We will audit the basic financial statements of the City of Fayetteville, Arkansas as of and for the year ended December 31, 2010, in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*.

The objectives of our audit are:

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



Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

- ✓ Issuance of a report on your schedule of expenditures of federal awards.

We will also examine the written assertion about the compliance with certain state acts made by the management of the City of Fayetteville, Arkansas as of and for the year ended December 31, 2010, in accordance with attestation standards established by the American Institute of Certified Public Accountants.

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

OUR RESPONSIBILITIES

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

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

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

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

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

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

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

David Coleman is responsible for supervising the engagement and authorizing the signing of the report or reports.

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

YOUR RESPONSIBILITIES

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

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

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

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

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

OTHER SERVICES

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

ENGAGEMENT FEES

Our fees will be based on time expended plus an administrative fee of 3% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library database and similar expense items. The fee for our services, including the administrative fee, will be \$84,200.

Our pricing for this engagement and our fee structure is based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

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

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

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

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

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

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

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

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

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

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

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

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs, if any, and an administrative fee of 3% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

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

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

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

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

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

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

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

We agree not to use or disclose Protected Health Information of your employees (hereinafter referred to as "PHI") obtained or produced in any form of media during the course of our work in a manner prohibited by HIPAA, as amended. We may use or disclose PHI for purposes of (a) performing our engagement, (b) management and administration of BKD, or (c) carrying out

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

legal responsibilities of BKD. We represent to you that we have implemented what we consider to be appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of your PHI.

With respect to your PHI, we will report to you any breach (as defined in 45 CFR 164.402), material security incident or use or disclosure not authorized by this agreement and, to the extent practical, assist you in mitigating any harmful effects caused by breaches, material security incidents or unauthorized uses or disclosures of which we become aware. To assist you in fulfilling your responsibility to notify impacted individuals and others of a breach involving unsecured PHI (as required under 45 CFR 164.400 et seq.), in this report we will identify to you, to the extent reasonably possible:

1. Each individual whose unsecured PHI was subject to the breach.
2. Any other available information you are required to include in your notification to such individual(s) or others under 45 CFR 164.404(c).

We agree that any material violation of these confidentiality provisions entitles you to terminate this engagement.

BKD agrees to:

1. Upon their request, make available to the Secretary of Health and Human Services (HHS) our internal practices and books and records relating to the use and disclosure of PHI for purposes of determining your compliance with the Security and Privacy Rule, subject to any applicable legal privileges.
2. Make available information necessary for you to make an accounting of disclosures of PHI about an individual.
3. To the extent we maintain information that is part of a Designated Record Set, make available information necessary for you to respond to requests by individuals for access to PHI that is not in your possession but is considered part of a Designated Record Set.
4. Upon receipt of a written request from you, incorporate any amendments or corrections to PHI contained in our workpapers in accordance with the Security and Privacy Rule to the extent such PHI is considered part of a Designated Record Set.

For purposes of this agreement, the term "Security and Privacy Rule" refers to the final rules published to implement the Administrative Simplification provisions of the *Health Insurance*

Audit Committee and City Council
Honorable Lioneld Jordan, Mayor
Mr. Paul Becker, Finance Director
Ms. Marsha Hertweck, Accounting Director
City of Fayetteville, Arkansas

Portability and Accountability Act of 1996, specifically 45 CFR Parts 160 and 164. The terms "Protected Health Information" and "Designated Record Set" have the same meaning as defined in the Security and Privacy Rule.

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

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

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

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

BKD, LLP

BKD, LLP

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

CITY OF FAYETTEVILLE, ARKANSAS

BY _____

TITLE _____

DATE _____



System Review Report

July 31, 2008

To the Partners of BKD, LLP
and the Center for Public Company
Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) in effect for the year ended May 31, 2008. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans, and an audit performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP in effect for the year May 31, 2008 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

Clifton Gunderson LLP

City of Fayetteville Staff Review Form

A. 11
Happy Hollow Elementary Easement
Page 1 of 12

City Council Agenda Items
and
Contracts, Leases or Agreements

12/7/2010

City Council Meeting Date
Agenda Items Only

Dara Sanders
Submitted By

Planning
Division

Development Services
Department

Action Required:

VAC 10-3704: (Happy Hollow School, 527): Submitted by Crafton Tull and Associates for property located on Crossover Road, half mile north of Huntsville Road. The property is zoned P-1, Institutional. The request is to vacate a portion of the tree preservation area.

_____	\$ _____	_____
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

☐

William C. Bates _____
Department Director 11-19-10
Date

Previous Ordinance or Resolution # _____

R. Crafton _____
City Attorney 11-22-2010
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Bush _____
Finance and Internal Services Director 11-22-2010
Date

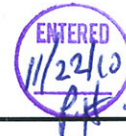
Received in City
Clerk's Office

11-19-10 P03:38 RCVD

U.S.

Don Man _____
Chief of Staff 11-23-10
Date

Received in
Mayor's Office



Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Dara Sanders, Current Planner

Date: November 18, 2010

Subject: VAC 10-3704 Happy Hollow Elementary

RECOMMENDATION

Staff and Planning Commission recommend approval of a resolution vacating a portion of a tree preservation easement on the subject property (VAC 10-3704).

BACKGROUND

The subject property is located west of Crossover Road, approximately 0.5-mile north of Huntsville Road. In 2009, the Planning Commission approved a large scale development (LSD 09-3402) for the new Happy Hollow Elementary school building. All permits have been approved and the site is currently under construction.

The applicant's request is to vacate approximately 378 square feet of an existing tree preservation easement in order to allow for the extension of a gas line to the school building. The Urban Forester has verified that there are no trees located in this portion of the tree preservation easement and that the development exceeds the minimum required tree preservation percentage.

DISCUSSION

On November 8, 2010 the Planning Commission forwarded this request to the City Council with a recommendation for approval with a vote of 8-0-1 (Commissioner Hoskins recused).

BUDGET IMPACT

None.

RESOLUTION NO.

A RESOLUTION TO MODIFY THE TREE PRESERVATION
EASEMENT FOR HAPPY HOLLOW ELEMENTARY
LOCATED WEST OF CROSSOVER ROAD, ONE-HALF MILE
NORTH OF HUNTSVILLE ROAD.

WHEREAS, the City Council has determined that the following described portion of the
platted tree preservation area is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the
proposed modification would not lower the preserved tree canopy below the required level,
would allow for the extension of gas utility service to the elementary school, and would be in the
best interest of Fayetteville. The City Council therefore accepts the modification of a tree
preservation easement as shown in Exhibit A and described in Exhibit B (attached).

PASSED and **APPROVED** this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

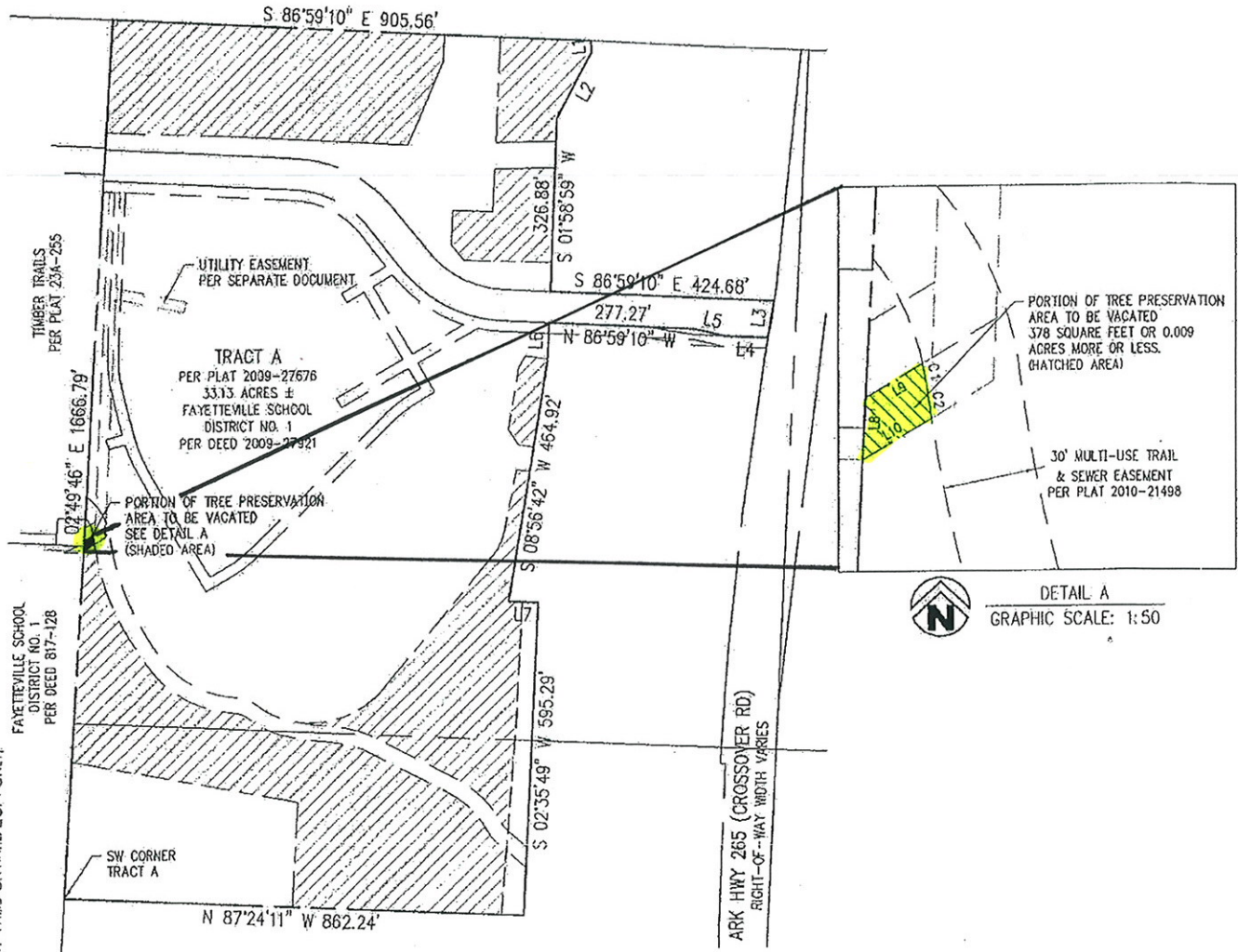
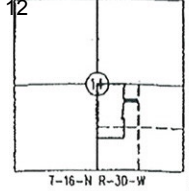
EXHIBIT "A"



GRAPHIC SCALE IN FEET



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.



LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 03°17'49" E	22.40'
L2	S 28°06'59" W	139.04'
L3	S 09°02'04" W	70.39'
L4	N 86°59'10" W	80.15'
L5	N 76°27'32" W	60.21'
L6	S 02°21'05" W	69.21'
L7	S 87°24'11" E	54.89'
L8	N 02°49'46" E	19.66'
L9	N 59°15'08" E	20.89'
L10	S 59°15'08" W	25.16'

LEGEND



CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	04°49'04"	81.66	6.87	S 09°52'56" E	6.86
C2	01°12'05"	515.24	10.80	S 08°04'26" E	10.80

THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE EASEMENT TO WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.



Crafton Tull
architecture | engineering | surveying

901 N. 47th St., Suite 200
Rogers, Arkansas 72756

479.636.4838 | 479.631.6224
www.craftontull.com

DRAWING: C:\091052\00\SURV\DWG\UE-TPA-OVERLAP\TRACT A.DWG
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PROJECT NO: 091052-00 DRAWN BY: JAB DATE: 10/19/2010 SHEET: 1 OF 1 CHECKED:

EXHIBIT "B"
VAC 10-3704

TREE PRESERVATION AREA TO BE VACATED:

PART OF TRACT A AS RECORDED AT PLAT RECORD 2009-27676 IN THE OFFICE OF THE CIRCUIT CLERK FOR WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE NW1/4 OF THE SE1/4 IN SECTION 14, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID TRACT A;
THENCE ALONG THE WEST LINE OF SAID TRACT A N02°49'46"E 662.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE N02°49'46"E 19.66 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING ELECTRIC EASEMENT AS RECORDED AT PLAT RECORD 2009-27676 IN THE OFFICE OF THE CIRCUIT CLERK FOR WASHINGTON COUNTY, ARKANSAS, BEING THE NORTH LINE OF AN EXISTING TREE PRESERVATION AREA AS SHOWN ON PLAT RECORD 2010-21498; THENCE ALONG THE NORTH LINE OF SAID TREE PRESERVATION AREA N59°15'08"E 20.89 FEET; THENCE DEPARTING SAID NORTH LINE AND CONTINUING ALONG THE EAST LINE OF SAID TREE PRESERVATION AREA 6.87 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 81.66 FEET AND A LONG CHORD THAT BEARS S09°52'56"E 6.86 FEET; THENCE 10.80 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 515.24 FEET AND A LONG CHORD THAT BEARS S08°04'26"E 10.80 FEET; THENCE LEAVING SAID EAST LINE S59°15'08"W 25.16 FEET TO THE POINT OF BEGINNING CONTAINING 378 SQUARE FEET, MORE OR LESS.



PC Meeting of November 8, 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: ~~November 2, 2010~~ Updated November 9, 2010

VAC 10-3704: Vacation (HAPPY HOLLOW SCHOOL, 527): Submitted by CRAFTON TULL & ASSOCIATES for property located on CROSSOVER ROAD, ½ MILE NORTH OF HUNTSVILLE ROAD. The property is zoned P-1, INSTITUTIONAL, and the area to be vacated contains approximately 378 square feet. The request is to vacate a portion of the tree preservation area.
Planner: Dara Sanders

Findings:

Property Description: The subject property contains 32.53 acres and is located west of Crossover Road, approximately 0.5-mile north of Huntsville Road. In 2009, the Planning Commission approved a large scale development (LSD 09-3402) for the new Happy Hollow Elementary school building. All permits have been approved and the site is currently under construction.

Request: The applicant is to vacate approximately 378 square feet of an existing tree preservation easement in order to allow for the extension of a gas line to the school building. The Urban Forester has verified that there are no trees located in this portion of the tree preservation easement.

The applicant is not required to submit notification forms to the utility companies and to the City utility representatives, as the subject easement is for tree preservation only. The applicant has submitted the required notification to the Urban Forester with the result summarized below.

UTILITIES

RESPONSE

Ozarks Electric	Not Applicable
Cox Communications	Not Applicable
Southwestern Electric Power Company	Not Applicable
Arkansas Western Gas	Not Applicable
AT&T	Not Applicable

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer	Not Applicable
Transportation	Not Applicable
Solid Waste	Not Applicable
Engineering	Not Applicable
Urban Forester	No Objections

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **VAC 10-3704** to the City Council with a recommendation of approval.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: November 8, 2010

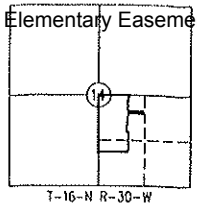
Motion: Cabe

Second: Chesser

Vote: 8-0-1 (Commissioner Hoskins recused)

Note:

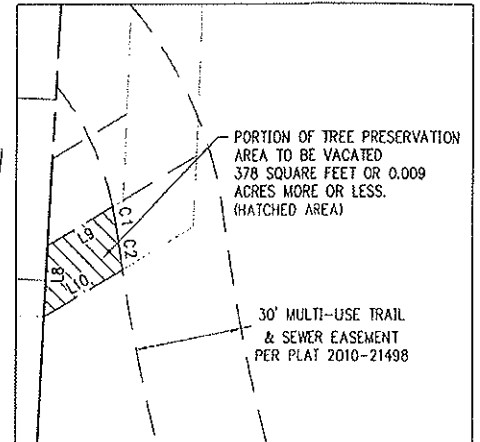
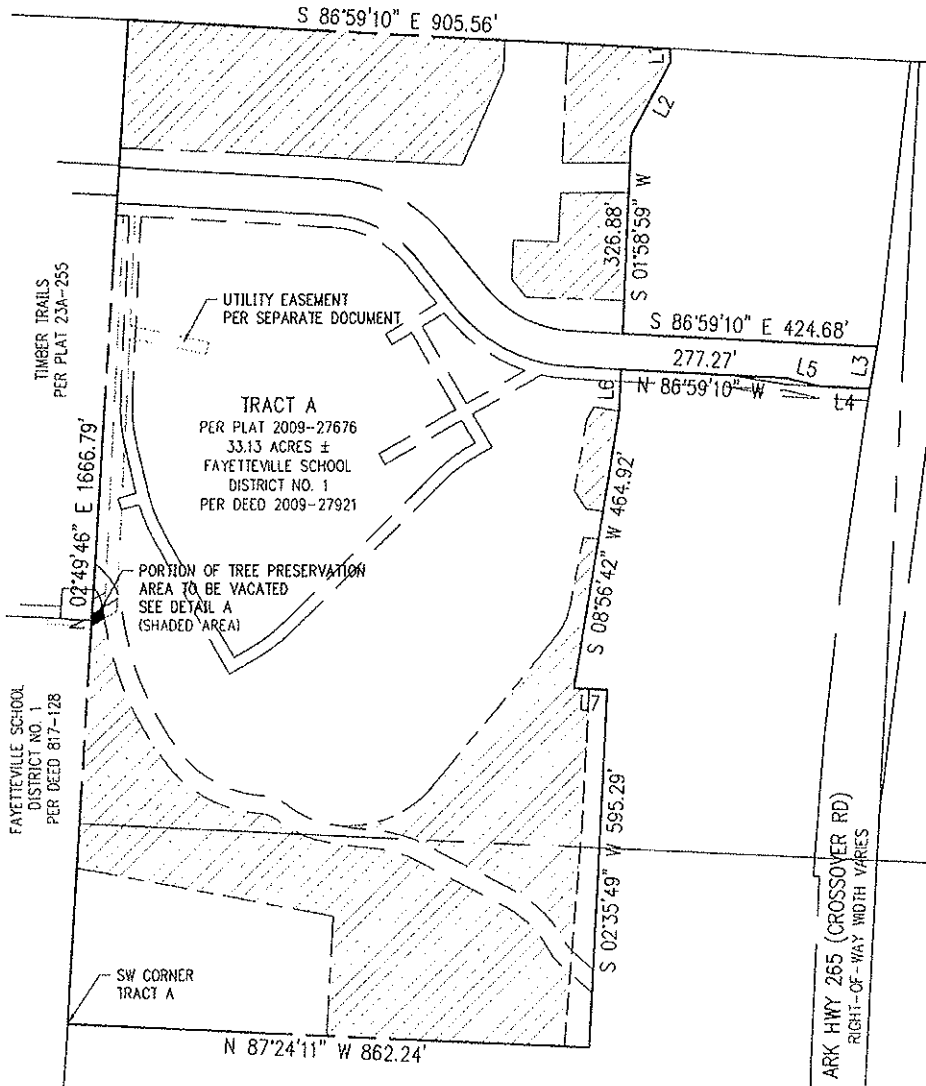
EXHIBIT A



GRAPHIC SCALE IN FEET



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

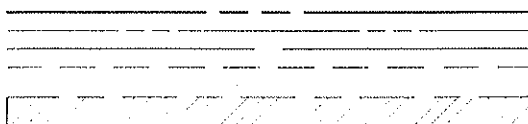


DETAIL A
GRAPHIC SCALE: 1:50

LINE TABLE

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L7	S 87°24'11" E	54.89'
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L10	S 59°15'08" W	25.16'

LEGEND



CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
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THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE EASEMENT TO WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.

901 N. 47th St., Suite 200
Rogers, Arkansas 72756



Crafton Tull
architecture | engineering | surveying

479.636.4830 | 479.631.6224 |
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DRAWING: C:\091052-00\SURV\DWG\091052-00-TRAC A.DWG
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PROJECT NO.:	DRAWN BY:	DATE:	SHEET:	CHECKED:
091052-00	JAB	10/19/2010	1 OF 1	



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

URBAN FORESTRY

TREE PRESERVATION AREA EASEMENT VACATION APPROVAL FORM

DATE: October 19, 2010

EASEMENT COMPANY: City of Fayetteville

Applicant Name: Fayetteville School District #1 Applicant Phone: 479-878-2432
Jonathan Ely (Crafton Tull) - Representative

REQUESTED VACATION (*applicant must check all that apply*):

☒ Tree Preservation Area

I have been notified of the petition to vacate the following *easements*, described as follows:

General location / Address: Western side of new Happy Hollow Elementary School

See attached existing easements and proposed easement drawings for details.

EASEMENT COMPANY COMMENTS:

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

☐ No objections to the vacation(s) described above, provided the following :

[Signature]
Signature of Easement Company Representative

Urban Forester
Title



architecture | engineering

Conway
Little Rock
Oklahoma City
Rogers
Russellville
Tulsa
Wichita

October 21, 2010

Planning Commission
City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701

Dear Planning Commission:

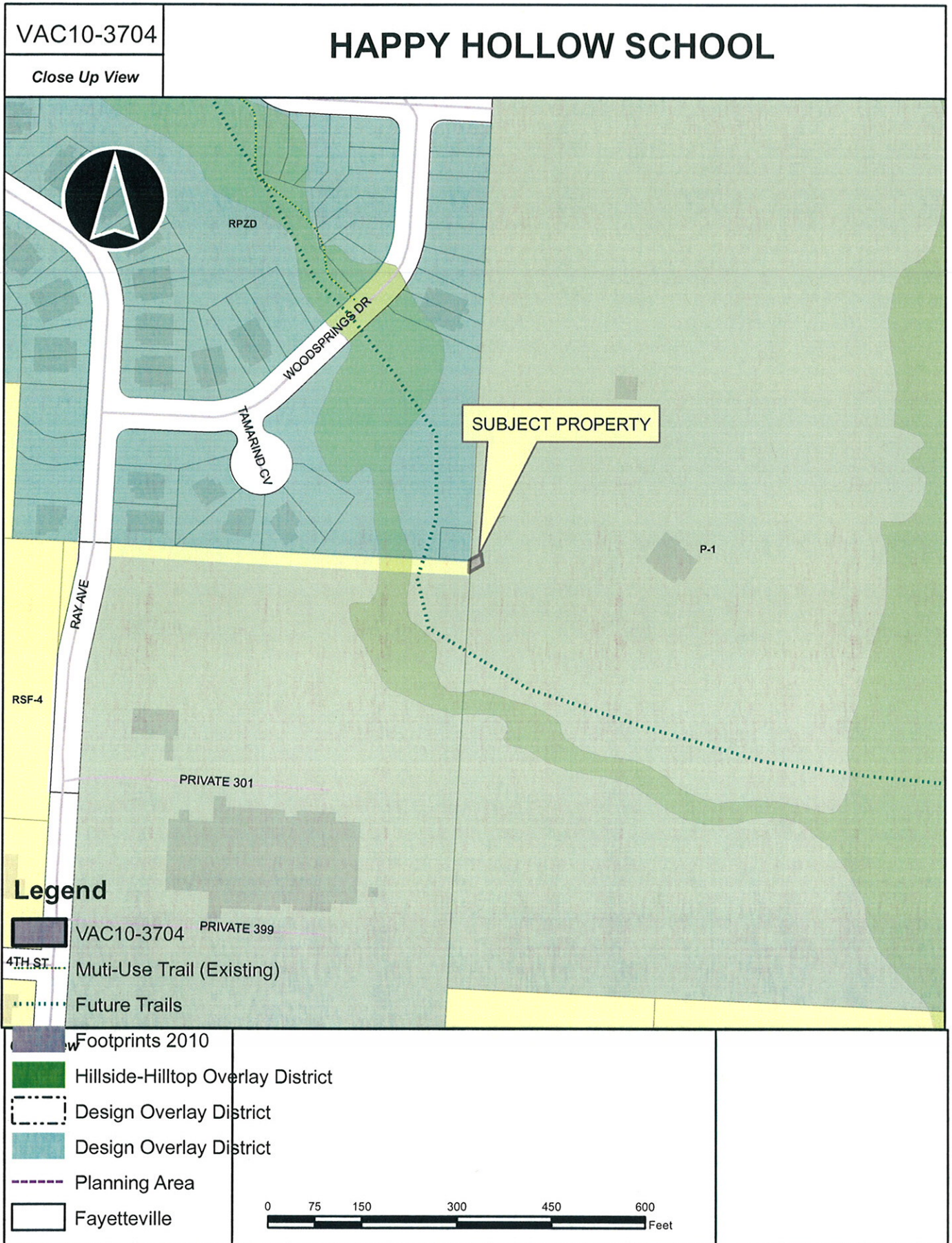
This letter shall accompany the Tree Preservation Easement Vacation Application and supporting documentation for the west side of the new Happy Hollow Elementary School.

The request is to vacate approximately 378 square feet (0.009 acres) of existing tree preservation easement to allow dedication of a new gas easement in the same location. The gas easement in this location is necessary to provide gas service to the new Happy Hollow Elementary School. Currently, no existing tree canopy is located within the requested 378 square feet. Therefore, we do not anticipate any detrimental impacts to existing trees in the area.

Please see the Easement Vacation documents and exhibit for more details.

Sincerely,

Jonathan Ely, P.E., LEED®AP
Civil Engineer



AGENDA REQUEST

FOR: COUNCIL MEETING OF DECEMBER 7, 2010

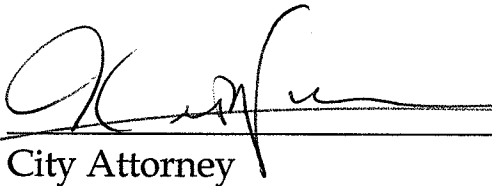
FROM:

KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Ratify The Resolution Of The Fayetteville Public Facilities Board Approving Refunding Revenue Bonds (Butterfield Trail Village Project), Series 2010 In A Principal Amount Of Not To Exceed Nineteen Million Dollars (\$19,000,000.00)

APPROVED FOR AGENDA:


City Attorney

Nov 18, 2010
Date

Paul A. Bahr
Finance Director

Nov 22-2010
Date

11-19-10P0 3:05


Chief of Staff

Nov 22-2010
Date

11-19-10P04:06 RCVD

Ses

Mayor

Date



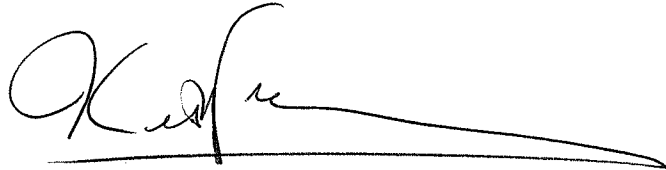
Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Paul Becker, Finance Director

FROM: **Kit Williams**, City Attorney



DATE: **November 18, 2010**

RE: **Ratifying a refinancing bond issue for Butterfield Trail Village**

The Fayetteville Public Facilities Board was established pursuant to state law (A.C.A. §14-137-101 *et seq.*) by the Fayetteville Board of Directors by Ordinance No. 2485 on November 21, 1978, primarily as a way to finance low income housing. On March 10, 1984, Ordinance No. 2991 was enacted by the City Board amending Ordinance No. 2485 to specifically authorize the issuance of bonds for the construction of Butterfield Trail Village.

The Butterfield Trail bonds were refinanced by another issue of bonds in 2002 as approved by the Fayetteville City Council by Resolution No. 10-02 on February 5, 2002. Now the Fayetteville Public Facilities Board is requesting another refinancing issue to lock in current low interest rates, to obtain a longer term letter of credit and to gain increased flexibility in the bonds' financing covenants that could allow for the issuance of additional debt for future capital projects. Please see the letter from Dennis Hunt, Senior Vice President of Stephens, who is acting as the Board's financial advisor.

A.C.A. §14-137-107(a)(2)(B) allows the City to “**place specific limitations on the exercise of the powers granted, including limitations on the board's area of operations, the use of public facilities projects of the board, and the board's authority to issue bonds.**” This was done by the original and amending ordinances. Therefore, the Fayetteville Public Facilities Board must comply with those terms to obtain the City Council's approval (by ratification of the

Fayetteville Public Facilities Board's Resolution authorizing the bonds) before any bonds may be issued.

State law makes it crystal clear that Public Facility Bonds are not the financial responsibility of the City of Fayetteville and do not constitute an indebtedness of Fayetteville.

"§14-137-120. Bonds; obligations, liability, etc.

"(a) It shall be plainly stated on the face of each bond that it has been issued under the provisions of this chapter, that the bonds are obligations only of the public facilities board, and that in no event shall they constitute an indebtedness for which the faith and credit of the creating municipality or county or any of its revenues are pledged."

The Fayetteville City Council has discretion whether or not to agree to the issuance of this Public Facility Refunding Bonds even though these bonds do not "constitute an indebtedness" of the City. The Fayetteville Code states: "The issuance of such revenue bonds shall be accomplished by resolution duly adopted by the City Public Facilities Board and **ratified by the City Council.**" §33.068(2)(B). The Ordinance establishing the Fayetteville Public Facilities Board states: "Prior to issuance of any such bonds, the facilities board must submit to the City Board of Directors (now Council) **for its approval** the following information:" 33,068(A) of the Fayetteville Code. (emphasis added)

It is clear that the Fayetteville City Council has the right to approve the terms of any proposed bond issuance which bonds may not be issued unless the City Council ratifies the Fayetteville Public Facilities Board's Resolution to issue such bonds. I believe Mr. Dennis Hunt will appear at your meeting to explain the advisability of agreeing to the proposed refinancing bonds.

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD APPROVING REFUNDING REVENUE BONDS (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2010 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED NINETEEN MILLION DOLLARS (\$19,000,000.00)

WHEREAS, the Fayetteville Public Facilities Board, is a public body politic and corporate with the power of perpetual succession created by Ordinance No. 2485, as amended and codified as §33.065 through §33.071 of the Code of Fayetteville; and

WHEREAS, the Public Facilities Board is authorized by A.C.A. 14-137-101 *et seq.* and the Fayetteville Code to issue and sell its revenue bonds and to use the proceeds thereof for the purpose of financing housing and health care facilities in the City, to secure payment of such revenue bonds as therein provided (including bond insurance or letters of credit) and to issue refunding bonds; and

WHEREAS, the Public Facilities Board has determined that the economic interest and public purpose of the Public Facilities Board are served by issuing Fixed Rate Refunding Revenue Bonds, Series 2010 (the "Bonds" for the Butterfield Trail Village Project) in an aggregate principal amount of not to exceed Nineteen Million Dollars (\$19,000,000.00) for the purpose of providing moneys to refund prior bonds, pay the costs of issuing the Bonds and for other purposes related thereto; and

WHEREAS, pursuant to A.C.A. §14-137-120(a) the Public Facilities Bonds are not a debt of or pledge of the credit of the City of Fayetteville and the City of Fayetteville is not obligated to pay the Bonds; and

WHEREAS, A.C.A. §14-137-104 provides that none of the powers granted to the Public Facilities Board shall be subject to the supervision or regulations or require the approval or consent of the State or of any municipality, except as provided in Ordinance No. 2485 as amended; and

WHEREAS, pursuant to the provisions of the Fayetteville Code, a Resolution adopted by the Public Facilities Board which authorizes the approval of bonds for financing or refinancing for residential housing, health care and related facilities for the elderly which are owned by non-profit corporations must be ratified by the City Council before the bonds may be issued; and

WHEREAS, the Public Facilities Board adopted a resolution on November 23, 2010 to approve the Bonds subject to the ratification by the City and subsequent approval by the Public Facilities Board of final financing terms; and

WHEREAS, such resolution adopted by the Public Facilities Board on November 23, 2010, authorized the Chairman and Secretary of the Public Facilities Board to execute documents to effect the issuance of the Bonds; and;

WHEREAS, the City Council may ratify the Public Facilities Board's Resolution for the issuance of the bonds and provided further that the City Council has determined to ratify the Resolution adopted by the Public Facilities Board on November 23, 2010.

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

Section 1: Recognition of Public Facilities Board's Authority. That the City Council of the City of Fayetteville, Arkansas hereby finds that the Public Facilities Board is authorized by A.C.A. §14-137-101 *et seq.* and the Fayetteville Code to approve the issuance of its not to exceed Nineteen Million Dollars (\$19,000,000.00) Fixed Rate Refunding Revenue Bonds, Series 2010 (Butterfield Trial Village Project) for the purpose of providing moneys to refund prior bonds, pay the costs of issuing the bonds and for other purposes related thereto. The Bonds by statute and intent of this City Council are not a debt of or pledge of the credit of the City of Fayetteville, and the City is not obligated to pay any debt service or principal on the bonds whether or not said bonds have been properly issued.

Section 2: Ratification of Public Facilities Board's Resolution. That the City Council of the City of Fayetteville, Arkansas hereby ratifies the Public Facilities Board's Resolution approved November 23, 2010, a copy of which is filed with the Fayetteville City Clerk.

Section 3: Severability. That the City Council of the City of Fayetteville, Arkansas hereby determines that if any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

development of housing, health care, and related facilities for elderly persons, regardless of income, serves a substantial public purpose and there is a significant need in the city for such facilities.

(Code 1965, §2-111; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Ord. No. 4021, §1, 2-18-97; Code 1991, §33.065)

State law reference(s)--Public Facilities Board Act, A.C.A. §14-137-101 et seq.

33.066 Establishment

Pursuant to A.C.A. §14-137-107 there is created and established the city Public Facilities Board (hereinafter known as "facilities board") with authority as hereinafter provided to accomplish, finance, contract or purchase mortgage loans concerning, and otherwise act in such manner as may be permitted by the act to provide decent, safe, and sanitary residential housing facilities within or near the city, including the city's projected growth areas and the city's extraterritorial planning areas.

Additional authority has been granted the facilities board by Ordinance No. 2708 and Ordinance No. 2991 and the facilities board's authority may vary as allowed by statute and as provided by further amending ordinances which may be passed by the city in the future.

(Code 1965, §2-112; Ord. No. 2485, 11-21-78; Ord. No. 4021, §2, 2-18-97; Code 1991, §33.066)

33.067 Members Of The Board; Term Of Office; Duration Of The Board

The facilities board shall consist of five persons. The initial members shall, as provided in A.C.A. §14-137-107, be appointed by the mayor of the city to serve for terms of one, two, three, four and five years, respectively. The members of the facilities board shall be residents of the city and shall take and file with the City Clerk the oath of office prescribed by the act.

(Code 1965, §2-113; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Code 1991, §33.067)

State law reference(s)--Creating ordinance-Authority, A.C.A. §14-137-107; Board members, A.C.A. §14-137-108.

33.068 Powers Of The Board

(A) The facilities board is empowered, from time to

time, to loan, acquire, construct, reconstruct, extend, equip, improve, sell, lease, and contract concerning (which shall include the purchase of mortgage loans and the making of loans to mortgage lenders) residential housing facilities as shall be determined by the facilities board to be necessary to effect the purposes of this article to provide decent, safe and sanitary residential housing facilities within or near the city, including the city's projected growth areas and the city's extraterritorial planning areas. In addition, the facilities board shall have each of the powers set forth in A.C.A. §14-137-111, as amended, and appropriate to the purposes for which the board is created unless otherwise restricted herein. The board may enter into which contractual or cooperative agreements with such persons as may in its discretion be advisable to accomplish the purposes of this article, including, without limitation, departments, agencies, or instrumentalities of the United States of America, the state or the city; for example, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration and the ~~Department of Housing and Urban Development~~. Prior to the issuance of any such bonds, the facilities board must submit to the City Council for its approval the following information:

- (1) The size of the proposed bond issue and all related details, including, but without limitation:
 - (a) principal amount;
 - (b) date of the bonds;
 - (c) interest payment dates;
 - (d) principal payment dates;
 - (e) numbers;
 - (f) denominations;
 - (g) rates of interest;
 - (h) a schedule reflecting the annual principal maturities;
 - (i) the semiannual interest requirements and the total requirements; and
 - (j) applicable redemption provisions.

CD33:12

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

- (2) Recommendations for person to serve as underwriter, trustee, and custodian for any such bonds and the mortgage lenders and servicing institutions with which the facilities board shall contract, which the City Council reserves the right to select or approve. The trustee and the custodian shall be institutions located within the city, if such institutions are qualified and such appointments do not otherwise adversely affect the rating of the bonds (if submitted for rating).

- (B) The board is expressly authorized to issue revenue bonds for the purpose of financing residential housing, health care and related facilities to serve elderly persons; provided said facilities are owned by nonprofit corporations or associations. The issuance of such revenue bonds shall be accomplished by resolution duly adopted by the city Public Facilities Board and ratified by the City Council.

(Code 1965, §2-114; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-10-84; Code 1991, §33.068)

State law reference(s)--Powers generally-bidding and appraisal procedure, A.C.A. §14-137-111.

33.069 Bond Proceeds; Investments

- (A) Any agreements made by the facilities board with mortgage lenders must contain a provision to the effect that such mortgage lenders may only loan the proceeds provided to them to finance housing located within the city's corporate limits and to finance housing located within the city's projected growth area and extraterritorial planning area. A minimum of 75% of the bond proceeds shall be available to finance housing located within the city's corporate limits; and a maximum of 25% of the bond proceeds shall be available to finance existing housing located within the city's projected growth area and extraterritorial planning area. The facilities board shall have the authority, after prior approval of the City Council, to reallocate such percentages.
- (B) This section shall apply only to bonds issued for the purpose of financing owner-occupied housing.
- (C) The facilities board shall offer bond proceeds not otherwise required to be deposited with the custodian to financial institutions which have their principal place of business located within the city and which are qualified for such investments. This section shall apply only to the proceeds of

bonds issued for the purpose of financing owner-occupied housing.

(Code 1965, §2-115, 2-116; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Code 1991, §33.069)

State law reference(s)--Use of funds and revenue-bonds, A.C.A. §14-137-115.

33.070 Issuance Of Revenue Bonds

- (A) The facilities board is authorized and is limited to issue this initial series of revenue bonds, in accordance with the conditions set forth in §33.068, and to use the proceeds, either alone or together with other available funds and revenues, to accomplish the purposes for which the facilities board is created as the same relates to the providing of decent, safe, and sanitary residential housing facilities. Such revenue bonds shall be obligations only of the facilities board and shall not constitute an indebtedness for which the faith and credit of the city or any of its revenues are pledged, and the principal and interest on the bonds shall be payable from and secured by a pledge of revenues derived from residential housing facilities financed, in whole or in part, from bond proceeds and as authorized by, and in accordance with the provisions of law, together with such other collateral as may properly be pledged under the act and as the facilities board in its discretion may determine.

- (B) This section shall apply only to the issuance of bonds for the purpose of financing owner-occupied housing. The board is expressly authorized to issue bonds for the purpose of financing housing, health care, and related facilities to serve elderly persons, provided said facilities are owned by nonprofit corporations or associations.

(Code 1965, §2-117; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Code 1991, §33.070)

***Note**--It should be noted that Ord. No. 4021, adopted Feb. 18, 1997, provided in the preamble and §3 that §9 of Ord. No. 2485 provided for the appointment of a bond counsel for the issuance and sale of residential housing facility bonds, and said appointment is only for the residential housing facilities bonds first authorized on Ord. No. 2485 prior to the amendments thereto.

33.071 Organization; Reports

As soon as practicable after the adoption of this article the facilities board shall meet and elect such officers as shall be required by law. The facilities board may adopt such bylaws and other rules and

Stephens

Dennis R. Hunt
Senior Vice President and Manager
Stephens Inc.

Jackson T. Stephens, 1923-2005
Chairman Emeritus in Perpetuity

November 8, 2010

Mr. Kit Williams
City Attorney
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Ratifying Resolution for the Fayetteville Public Facilities Board's Butterfield Trail Village Fixed Rate Refunding Bonds, Series 2010

Dear Mr. Williams:

Based on my previous discussions with you and Mr. James McCord, Counsel to the Fayetteville Public Facilities Board, I am attaching a resolution ratifying the action of the Fayetteville Public Facilities Board to authorize Butterfield Trail Village to issue fixed rate refunding bonds. Stephens serves as the financial advisor to Butterfield Trail Village in connection with this financing.

In 2002, the Fayetteville Public Facilities Board and the City of Fayetteville authorized Butterfield Trail Village to issue up to \$25,000,000 in variable rate debt. This financing mechanism allowed for the issuance of bonds in which interest rates are adjusted every seven days. Although this variable rate financing mechanism has worked extremely well for Butterfield Trail Village over the last eight years, the Board is convinced since interest rates are at historic lows it would be prudent on the part of the Board to convert the variable rate debt to fixed rate debt. Below are the key reasons the Board of Butterfield Trail Village is requesting the authorization to issue this fixed rate debt.

Summary of Key Reasons to Convert to Fixed Rate Debt

- **Interest Rate Risk.** As noted above, interest rates are currently at historic lows and it is a concern of Butterfield Trail Village that interest rates may increase in the future. As a result, the Board has decided that it is in its best interest to convert from a variable rate mode debt to a fixed rate mode debt.
- **Letter of Credit Provider Risk.** The Board is additionally concerned that there are fewer letter of credit providers that exist for its variable rate debt. Given the limited number of providers, the Board is concerned with its ability in the future to

obtain a letter of credit provider at a reasonable rate. More importantly, the American Recovery and Reinvestment Act allows until December 31, 2010 for the Federal Home Loan Bank to provide "AAA" letters of credit with participating financial institutions to secure both variable and fixed rate tax-exempt debt. As a result, Butterfield Trail Village, in cooperation with Arvest Bank, will be able to issue its fixed rate debt with a "AAA" letter of credit over a much longer period of time than its current letter of credit provider allows.

- **Covenant Flexibility.** The Butterfield Trail Village Board has negotiated with Arvest Bank a letter of credit with greater flexibility in the financing covenants to allow for the issuance of additional debt should the Board decide that future capital projects are necessary.

Based on the above key points, I respectfully request on behalf of Butterfield Trail Village approval of the attached resolution ratifying the issuance of up to \$19,000,000 fixed rate tax-exempt bonds for Butterfield Trail Village through the Fayetteville Public Facilities Board. Representatives from Butterfield Trail Village, the Fayetteville Public Facilities Board and I will be in attendance at the December 7, 2010 City Council meeting to address any questions that the Mayor and the Council may have regarding this request.

Thank you for your assistance on this matter.

Sincerely,


Dennis Hunt

Cc: James McCord
Bill Wickizer
Adele Atha
Paul Becker

Preliminary Overview

FAYETTEVILLE PUBLIC FACILITIES BOARD

FIXED RATE REFUNDING REVENUE BONDS, SERIES 2010

(BUTTERFIELD TRAIL VILLAGE PROJECT)

November 23, 2010

Stephens

Capitalize on Independence™

Preliminary Term Sheet

Financing Participants

- Issuer – Fayetteville Public Facilities Board
- Borrower – Butterfield Trail Village, Inc.
- Issuer's Counsel – McCord Law Firm
- Underwriter – Lancaster Pollard
- Trustee – First Security Trust
- Bond and Disclosure Counsel – Friday, Eldredge & Clark
- Letter of Credit Provider – Arvest Bank and the Federal Home Loan Bank
- Bank's Counsel – Mitchell Law Firm
- Financial Advisor – Stephens Inc.

Financing Components

- Amount of Issue - Not to exceed \$19,000,000
- Purpose of Financing – To convert Butterfield Trail Village's current variable rate debt to a fixed rate debt secured with a 10-year letter of credit
- Security – Revenues of Butterfield Trail Village as well as a first mortgage security on the assets of Butterfield Trail Village
- Dated Date – December 21, 2010
- Structure – Serial Bonds December 1, 2011 thru December 1, 2020 (Interest paid on June 1 and December 1 of each year)
- Redemption Provision – December 1, 2016 and thereafter at par
- Tax Status – Tax-exempt and bank qualified

Stephens

Capitalize on Independence™

City of Fayetteville, Arkansas Public Facilities Board

Fixed Rate Refunding Revenue Bonds, Series 2010

(Butterfield Trail Village Project)

Sources & Uses

Dated 12/21/2010 | Delivered 12/21/2010

Sources Of Funds

Par Amount of Bonds	\$18,075,000.00
02/01/11 P&I Payment	1,079,936.98
Additional required Equity contribution	225,000.00

Total Sources	\$19,379,936.98
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Uses Of Funds

Deposit to Current Refunding Fund	19,152,532.99
Costs of Issuance	225,000.00
Rounding Amount	2,403.99

Total Uses	\$19,379,936.98
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Stephens

Capitalize on Independence™

City of Fayetteville, Arkansas Public Facilities Board
 Fixed Rate Refunding Revenue Bonds, Series 2010
 (Butterfield Trail Village Project)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/1/2011	Serial Coupon	1.000%	1.000%	790,000.00	100.000%	790,000.00
12/1/2012	Serial Coupon	1.200%	1.200%	830,000.00	100.000%	830,000.00
12/1/2013	Serial Coupon	1.450%	1.450%	865,000.00	100.000%	865,000.00
12/1/2014	Serial Coupon	1.700%	1.700%	905,000.00	100.000%	905,000.00
12/1/2015	Serial Coupon	1.950%	1.950%	945,000.00	100.000%	945,000.00
12/1/2016	Serial Coupon	2.300%	2.300%	990,000.00	100.000%	990,000.00
12/1/2017	Serial Coupon	2.500%	2.500%	1,035,000.00	100.000%	1,035,000.00
12/1/2018	Serial Coupon	2.950%	2.950%	1,080,000.00	100.000%	1,080,000.00
12/1/2019	Serial Coupon	3.200%	3.200%	1,130,000.00	100.000%	1,130,000.00
12/1/2020	Serial Coupon	3.350%	3.350%	9,505,000.00	100.000%	9,505,000.00
Total	-	-	-	\$18,075,000.00	-	\$18,075,000.00

Bid Information

Par Amount of Bonds	\$18,075,000.00
Gross Production	\$18,075,000.00
Bid (100.000%)	18,075,000.00
Total Purchase Price	\$18,075,000.00
Bond Year Dollars	\$139,430.83
Average Life	7.714 Years
Average Coupon	3.0650511%
Net Interest Cost (NIC)	3.0650511%
True Interest Cost (TIC)	3.0487292%

City of Fayetteville, Arkansas Public Facilities Board
 Fixed Rate Refunding Revenue Bonds, Series 2010
 (Butterfield Trail Village Project)

Debt Service Schedule

Date	Principal	Coupon	Interest	LOC Fee	Total P+I
12/1/2011	790,000.00	1.000%	471,558.75	273,133.33	1,534,692.08
12/1/2012	830,000.00	1.200%	491,397.50	276,560.00	1,597,957.50
12/1/2013	865,000.00	1.450%	481,437.50	263,280.00	1,609,717.50
12/1/2014	905,000.00	1.700%	468,895.00	249,440.00	1,623,335.00
12/1/2015	945,000.00	1.950%	453,510.00	234,960.00	1,633,470.00
12/1/2016	990,000.00	2.300%	435,082.50	219,840.00	1,644,922.50
12/1/2017	1,035,000.00	2.500%	412,312.50	204,000.00	1,651,312.50
12/1/2018	1,080,000.00	2.950%	386,437.50	187,440.00	1,653,877.50
12/1/2019	1,130,000.00	3.200%	354,577.50	170,160.00	1,654,737.50
12/1/2020	9,505,000.00	3.350%	318,417.50	152,080.00	9,975,497.50
Total	\$18,075,000.00	-	\$4,273,626.25	\$2,230,893.33	\$24,579,519.58

Yield Statistics

Bond Year Dollars	\$139,430.83
Average Life	7.714 Years
Average Coupon	3.0650511%
Net Interest Cost (NIC)	3.0650511%
True Interest Cost (TIC)	3.0487292%
Bond Yield for Arbitrage Purposes	2.0865355%
All Inclusive Cost (AIC)	3.2344461%

IRS Form 8038

Net Interest Cost	3.0650511%
Weighted Average Maturity	7.714 Years

City of Fayetteville, Arkansas Public Facilities Board
 Fixed Rate Refunding Revenue Bonds, Series 2010
 (Butterfield Trail Village Project)

Current Refunding Escrow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
12/21/2010	-	-	-	159,968.99	-	159,968.99
1/1/2011	-	-	-	-	159,968.49	0.50
2/1/2011	18,992,564.00	0.110%	2,403.99	18,994,967.99	18,994,968.49	-
Total	\$18,992,564.00	-	\$2,403.99	\$19,154,936.98	\$19,154,936.98	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	User Defined

Cash Deposit	159,968.99
Cost of Investments Purchased with Bond Proceeds	18,992,564.00
Total Cost of Investments	\$19,152,532.99

Target Cost of Investments at bond yield	\$19,111,085.96
Actual positive or (negative) arbitrage	(41,447.03)

Yield to Receipt	0.1139430%
Yield for Arbitrage Purposes	2.0865355%

State and Local Government Series (SLGS) rates for	11/16/2010
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JAMES N. McCORD
Attorney at Law
The Fulbright Building
217 E. DICKSON STREET
SUITE #102
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE (479) 695-1134
FACSIMILE (479) 442-1490
jimmccordlaw@windstream.net

November 24, 2010

Kit Williams
Fayetteville City Attorney
City Administration Building
113 W. Mountain
Fayetteville, AR 72701

VIA HAND DELIVERY

Re: Fayetteville Public Facilities Board Fixed Rate Refunding Revenue Bonds
(Butterfield Trail Village Project), Series 2010 In Aggregate Principal
Amount Not To Exceed \$19,000,000

Dear Kit:

I am counsel to the Fayetteville Public Facilities Board (the "PFB"). Enclosed is a Resolution unanimously approved by the five members of the PFB on November 23, 2010, authorizing issuance of the above referenced bonds. Also enclosed is a "Preliminary Overview" of the proposed bond issue prepared by Stephens Inc., Financial Advisor to the Board of Directors for Butterfield Trail Village, Inc. Dennis Hunt, Senior Vice President and Manager, Stephens, Inc. reviewed the Overview with the PFB before the Bond Authorizing Resolution was approved.

Mr. Hunt advised the PFB that the principal amount the Board's outstanding variable rate bonds for the Butterfield project is \$18,835,000. He summarized the key reasons to convert to fixed rate debt as follows:

Interest Rate Risk. Interest rates are currently at historic lows and may increase in the future.

Letter of Credit Provider Risk. Because of the limited number of letter of credit providers for variable rate debt, Butterfield is concerned about its future ability to obtain a letter of credit provider at a reasonable rate. The American Recovery and Reinvestment Act allows until December 31, 2010, for the Federal Home Loan Bank to provide "AAA" letters of credit with participating financial institutions to secure both variable and fixed rate tax-exempt debt. As a result, Butterfield, in

cooperation with Arvest Bank, will be able to issue its fixed rate debt with a "AAA" letter of credit over a much longer period of time than its current letter of credit provider allows.

Covenant Flexibility. Butterfield has negotiated with Arvest Bank a letter of credit with greater flexibility in the refinancing covenants to allow for the issuance of additional debt if future capital projects are necessary.

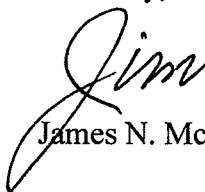
In response to a question from PFB member Tommy Deweese, Dennis Hunt stated that prior to passage of the American Recovery and Reinvestment Act, the Federal Home Loan Bank could not issue letters of credit for tax-exempt debt and it will not be able to do so after December 31, 2010.

Section 33.068(2)(B) of the Fayetteville Code of Ordinances requires that the Bond Authorizing Resolution approved by the PFB on November 23, 2010, be ratified by the Fayetteville City Council. A ratifying resolution is on the Agenda for the December 7, 2010, City Council meeting. To answer any questions the Council member may have regarding this matter, I will attend the Council's Agenda Session on Tuesday, November 30, 2010, at 4:30 p.m. in Room 326 of the City Administration Building. Dennis Hunt from Stephens Inc. will most likely attend as well.

It may be that the ratifying resolution is an appropriate item for the Consent Agenda at the December 7, 2010, City Council meeting.

Should there be any questions regarding this matter prior to the Agenda Session, please contact me or Dennis Hunt.

Sincerely,


James N. McCord

pc: Fayetteville Public Facilities
Board members (via e-mail)
Dennis Hunt (via e-mail)
Shep Russell, Bond Counsel (via e-mail)
Steve Gunderson, Borrower's Counsel (via e-mail)

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ISSUER'S REFUNDING REVENUE BONDS (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2010 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,000,000 (THE "BONDS") TO PROVIDE FUNDS TO REFINANCE DEBT ISSUED FOR A RESIDENTIAL LIFE CARE RETIREMENT PROJECT IN FAYETTEVILLE, ARKANSAS, FOR ELDERLY PERSONS; SPECIFYING THAT THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE AS PROVIDED IN THE TRUST INDENTURE; APPROVING AND AUTHORIZING EXECUTION OF THE TRUST INDENTURE WITH RESPECT TO THE BONDS; APPROVING AND AUTHORIZING EXECUTION OF THE PRELIMINARY AND FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SALE OF THE BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH REFERENCE TO THE BONDS; AUTHORIZING THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS; PROVIDING FOR REPEAL OF ANY INCONSISTENT PRIOR RESOLUTIONS OF THE ISSUER; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS RESOLUTION.

WHEREAS, The Fayetteville Public Facilities Board (the "Issuer") has been organized and exists under the laws of the State of Arkansas as a public facilities board; and

WHEREAS, the Issuer is a public body corporate and politic duly organized and validly existing under the Constitution and laws of the State of Arkansas (the "State"), including the Arkansas Code Annotated §§ 14-137-101, et seq., as amended (the "Act"), and by Ordinance No. 2485, as amended (the "Ordinances"), of the City Council of the City of Fayetteville, Arkansas (the "City"), adopted on November 21, 1978; and

WHEREAS, for the purposes set forth in the Ordinances, the Issuer desires to issue not to exceed \$19,000,000 in aggregate principal amount of its Refunding Revenue Bonds (Butterfield Trail Village Project), Series 2010 (the "Bonds") pursuant to a Trust Indenture dated as of December 1, 2010 (the "Indenture") by and between the Issuer and First Security Bank, as trustee (the "Trustee"), to make a loan to Butterfield Trail Village, Incorporated (the "Borrower") to provide funds to refund the Prior Bonds, as defined in the Indenture, which refinanced the acquisition, construction and equipping of a residential life care retirement facility for the elderly, known as "Butterfield Trail Village" consisting of approximately 265 independent living units, a skilled nursing care center and related facilities located on approximately 48 acres in Fayetteville, Arkansas (the "Project"); and

WHEREAS, the Bonds are payable from the Trust Estate (as that term is defined in the Indenture) (the "Trust Estate"), which Trust Estate includes payments on a standby letter of credit issued by Arvest Bank and a Standby Confirming Letter of Credit issued by Federal Home Loan Bank of Dallas; and

WHEREAS, there have been presented to this meeting the following documents, which the Issuer proposes to enter into to effectuate the proposed financing:

1. The form of Indenture, setting forth the terms of the Bonds and the conditions and security of the Bonds;
2. The form of Bond Purchase Agreement (the "Purchase Agreement") among the Borrower, the Issuer and Lancaster Pollard & Co. (the "Underwriter") relating to sale of the Bonds;
3. The form of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds for sale;
4. The form of the Loan Agreement between the Issuer and the Borrower (the "Loan Agreement"); and
5. The form of the Bonds, as set forth in the Indenture.

WHEREAS, it appears that each of the instruments above referred to, which are now before the Issuer, are in appropriate form and are appropriate instruments for the purpose intended;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTEVILLE PUBLIC FACILITIES BOARD, AS FOLLOWS:

Section 1. That the proposed refinancing of the Project is hereby approved and authorized, pursuant to and in accordance with the Indenture, and as generally described in the Preliminary Official Statement. The Bonds shall mature as provided in the Indenture, and have such term, bear such interest and be subject to redemption as provided in the Indenture. The Bonds shall mature over a period not to exceed ten (10) years and shall have an average coupon rate not to exceed 5%. The refunding of the Prior Bonds is hereby approved, authorized and confirmed and the Chairman and the Secretary are hereby authorized to execute all required documents in order to accomplish the refunding.

Section 2. That in order to provide funds to refund and retire the outstanding debt issued to provide funds for the acquisition, construction and equipping of the residential life care retirement facility owned and operated by the Borrower, the issuance of the Bonds in an aggregate principal sum of not to exceed \$19,000,000 in substantially the form set forth in the Indenture now before this meeting, subject to appropriate insertion and revision in order to comply with provisions of the Indenture, be and the same hereby are in all respects authorized, approved and confirmed, and the form and content of the Bonds set forth in the Indenture now before this meeting be and the same hereby are in all respects authorized, approved and confirmed, and the Chairman and Secretary of the Issuer be and they hereby are authorized, empowered and directed to execute, whether by manual or facsimile signatures, seal with the official or facsimile seal of the Issuer and deliver for and on behalf of the Issuer the Bonds to the Trustee for authentication, and the Trustee is hereby authorized and directed to authenticate the Bonds, and the provisions of the Indenture with respect to the Bonds be and the same hereby are authorized, approved and confirmed and are incorporated herein by reference.

The Bonds shall be limited obligations payable solely from the Trust Estate, as that term is defined in the Indenture.

Section 3. That the form and content of the Indenture be and the same hereby are in all respects authorized, approved and confirmed, and the Chairman and the Secretary of the Issuer be and they hereby are authorized, empowered and directed to execute and deliver the Indenture for and on behalf of the Issuer to the Trustee for the security of the Bonds and the interest thereon, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall to them seem necessary, desirable or appropriate (their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from the form and content of the Indenture now before this meeting) and that from and after the execution and delivery of the Indenture, the Chairman and the Secretary of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Indenture as executed.

Section 4. That the sale of the Bonds to the Underwriter pursuant to the Purchase Agreement at the purchase price to be stated therein is hereby authorized, and the form and content of the Purchase Agreement be and the same hereby are in all respects approved and confirmed, and the Chairman of the Issuer be and hereby is authorized, empowered and directed to execute and deliver to the Underwriter the Purchase Agreement for and on behalf of the Issuer, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall to them seem necessary, desirable or appropriate (execution thereof to constitute conclusive evidence of the Issuer's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Purchase Agreement now before this meeting), and that from and after the execution and delivery of the Purchase Agreement, the Chairman and Secretary of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 5. That the Issuer hereby authorizes and ratifies the use of the Preliminary Official Statement in the marketing of the Bonds and authorizes the production of a final Official Statement. The Preliminary Official Statement is hereby approved in substantially the form presented to the Issuer. The Issuer hereby authorizes the Chairman to "deem final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission the Preliminary Official Statement with such revisions as may be accepted by the Chairman. The Issuer hereby further authorizes and approves the production of a final Official Statement, and authorizes and directs the Issuer to execute and deliver the Official Statement, in such form as he deems acceptable and necessary to accomplish the issuance of the Bonds, and the Chairman and Secretary of the Issuer are hereby authorized, empowered and directed to do all such acts and things necessary to carry out and comply with the provisions of the Official Statement.

Section 6. That the form and content of the Loan Agreement be and the same hereby are authorized, approved and confirmed and the Chairman of the Issuer be and hereby is authorized, empowered and directed to execute and deliver the Loan Agreement for and on behalf of the Issuer, including necessary counterparts in substantially the form and content now before this meeting but with such changes, modifications, additions or deletions therein as shall to them seem necessary,

desirable or appropriate (execution thereof to constitute conclusive evidence of the Issuer's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Loan Agreement now before this meeting) and that from and after the execution and delivery of the Loan Agreement, the Chairman and the Secretary of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Loan Agreement as executed.

Section 7. That the Issuer will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to the Underwriter, so that they will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairman or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed, alone or in conjunction with the Borrower or any officer, employee, consultant or agent of the Borrower, to deliver a certificate for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and regulations thereunder. In its performance of these covenants, and other covenants of the Issuer pertaining to federal income tax laws, the Issuer may rely upon the written advice of nationally recognized bond counsel which is provided to the Borrower and to the Trustee.

Section 8. That the Chairman and the Secretary of the Issuer be and they hereby are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions, agreements or other papers and perform all other acts (including without limitation the filing of any financing statements or any other documents to create and maintain a security interest in the Trust Estate pledged under the Indenture) as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 9. That in addition to other covenants of the Issuer in this Resolution, the Issuer further covenants and agrees that it will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Bonds, Loan Agreement, Purchase Agreement and Indenture, and in all proceedings of the Issuer pertaining to the Bonds. The Issuer warrants and covenants that it is, and upon delivery of the Bonds will be, duly authorized by the laws of the State of Arkansas, including particularly and without limitation the Act, to issue the Bonds and to execute the Loan Agreement, the Indenture and the Purchase Agreement, and all other documents to be executed by it, to provide for the security for payment of the principal of, premium, if any, and interest on the Bonds in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance of the Bonds and execution and delivery of the Loan Agreement, the Indenture, the Purchase Agreement and all other documents to be executed by it in connection with the issuance of the Bonds, have been or will be duly and effectively taken; and that the Bonds will be valid and enforceable special obligations of the Issuer according to the terms thereof.

Section 10. That the Bonds shall not be issued and delivered by the Issuer unless and until the City Council of the City shall have adopted a resolution ratifying the adoption by the Issuer of this Resolution.

Section 11. That the Issuer hereby consents and approves the designation by the Borrower of the Bonds as "qualified tax-exempt obligations" under Section 265(b) of the Code.

Section 12. That the provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

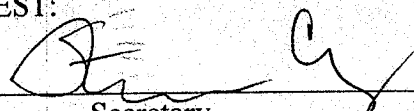
Section 13. That all prior resolutions or portions thereof of the Issuer which are inconsistent with the contents hereof are hereby repealed.

Section 14. That this Resolution shall become effective immediately upon its passage and approval.

Adopted and approved this 23rd day of November, 2010.

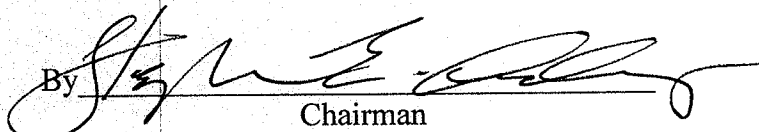
THE FAYETTEVILLE PUBLIC FACILITIES
BOARD

ATTEST:



Secretary

(SEAL)

By 

Chairman

CERTIFICATE

The undersigned, Secretary of The Fayetteville Public Facilities Board hereby certifies that the foregoing pages are a true and correct copy of a Resolution of the Board adopted on the 23rd day of November, 2010, and that the Resolution is of record in the Resolution Book of the Board.

GIVEN under my hand and seal this 23rd day of November, 2010.

(SEAL)



Secretary

City of Fayetteville Staff Review Form

B. 1
2011 Annual Budget &
Work Program
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approve a resolution adopting the Proposed 2011 Annual Budget & Work Program.

N/A

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

11-3-2010

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

11-03-10 P03:14

Chief of Staff

Date

Received in
Mayor's Office

ENTERED
11/4/10

Mayor

Date

Comments:

Revised January 15, 2009

Tabled to the December 7, 2010 CCmtg.

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director
Kevin Springer, Budget Director 

DATE: November 3, 2010

SUBJECT: **Proposed 2011 Annual Budget & Work Program**

Recommendation:

Consider the Proposed 2011 Annual Budget & Work Program for adoption by the November 16, 2010 City Council meeting.

Discussion:

The Proposed 2011 Annual Budget & Work Program will be distributed to City Council on Tuesday, November 9, 2010. Listed below is a schedule of hearing dates for the Proposed 2011 Annual Budget & Work Program.

Date	Budget Meeting/Location
Saturday, November 6, 2010	<i>Budget Discussion Meeting, Room 326</i>
Tuesday, November 9, 2010	City Council Agenda Meeting, Room 326
Tuesday, November 16, 2010	City Council Meeting, Room 219
<i>Additional meetings to be scheduled if needed.</i>	

If you have any questions concerning the Proposed 2011 Annual Budget & Work Program, please feel free to contact either Paul A. Becker at 575-8330 or Kevin Springer at 575-8226. Thank you for your attention to this matter.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2011 ANNUAL BUDGET AND WORK
PROGRAM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby adopts the
2011 Annual Budget and Work Program. A copy of the Budget, marked Exhibit "A," is attached
hereto and made a part hereof.

PASSED and APPROVED this 16th day of November, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

B. 2
SouthPass Amendment No. 1
Page 1 of 44

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

Jeremy Pate
Submitted By

Division

Development Services
Department

Action Required:

ADM 10-3689: Submitted by Chambers Bank, requesting approval of Amendment No. 1 to R-PZD 08-2898 SouthPass related to the phasing plan, reducing the project acreage and density, rezoning a portion of the site to RSF 1, amending the timing of the proposed \$1 million contribution and changing the name of the PZD.

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

Jeremy Pate
Department Director

10-29-2010
Date

Previous Ordinance or Resolution #

Kim King
City Attorney

11-2-2010
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance and Internal Services Director

11-2-2010
Date

Received in City Clerk's Office 10-29-10P03:05 RCVD

Sam M...
Chief of Staff

11-2-10
Date

Received in
Mayor's Office

ENTERED
11-2-10 LB

Frederick Jordan
Mayor

11/8/10
Date

Comments:

Revised January 15, 2009

Left on the Second Reading at the Nov 16, 2010 CC mtg.

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

From: Jeremy Pate, Development Services Director 

Date: October 25, 2010

Subject: ADM 10-3689 SouthPass PZD Amendment No. 1

BACKGROUND

The SouthPass Planned Zoning District (PZD 08-2898) was approved by the City Council on November 6, 2008. This is a 910-acre project, located west of I-540, south of State Highway 62. The project was approved for a maximum of 4,262 residential dwelling units, 344,000 square feet of non-residential space, 240 acres of preserved open space, and a 200-acre regional park. The City has recently been deeded approximately 200 acres of the SouthPass site for a regional park and 10 acres for our existing water tank site. The PZD phasing plan submitted by the applicants and approved by the Council requires that construction approval and permits be obtained within a set time frame, in a sequenced phasing plan over 25 years. The current deadline for expiration of the project is November 06, 2010, unless a one-year extension is granted by the Planning Commission or the phasing plan of the PZD is modified by City Council.

REQUEST

Chambers Bank has recently received ownership of the SouthPass property from SouthPass, LLC by a deed in lieu of foreclosure. Chambers Bank proposes amendments to the R-PZD to allow the bank the opportunity to progress with the project in a different timeline and phasing plan than originally approved. The proposed amendments to the PZD are as follows:

Phasing Plan

The applicant requests the phasing outlined on page 17 of the adopted SouthPass PZD booklet to be amended as follows:

- a. PHASE 1: Construction permits for all infrastructure shall be obtained within five (5) years from the date of approval of PZD Amendment No. 1 by the City Council.
- b. PHASE 2: Construction permits for all infrastructure shall be obtained within seven (7) years from the date of approval of PZD Amendment No. 1 by the City Council.
- c. PHASE 3: Construction permits for all infrastructure shall be obtained within ten (10) years from the date of approval of PZD Amendment No. 1 by the City Council.
- d. PHASES 4-18: Construction permits for all infrastructure shall be obtained in compliance with city ordinances and development processes as required by the City of Fayetteville, without a specific expiration date.

- e. **ORDINANCE AMENDMENTS.** For all phases submitted for development approval, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval.
- f. **SEQUENCING:** Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.

Staff has coordinated the specific language for this amendment with the applicant and recommends the City Council amend the language on Page 17 of the PZD Project Booklet, as shown in Exhibit A.

Project Size/Density Amendment

The applicant requests to remove parcels 765-16323-500, 765-16323-503, and 765-16323-501 (approximately 24 acres) from the PZD and down-zone these parcels to RSF-0.5. The 24-acre property is not owned by Chambers Bank, and the current owners/residents have requested to be removed from the PZD, as they no longer intend to develop the property in this manner. These parcels were included in three different Planning Areas: Planning Area 3A (Kessler Mountain Bluff Single Family), Planning Area 3C (Kessler Mountain Bluff Single Family-Cluster) and Planning Area 6B (Open Space Area.) The amendment to remove these parcels changes the acreage and density for these Planning Areas as indicated in the attached exhibits. The request includes the removal of other dwelling units outside of the 25-acre tract, as well. The other lots being removed are no longer feasible to develop with the larger 24-acre area removed from the project.

Staff recommends approval of the request to remove approximately 24 acres and other associated dwelling units from the original SouthPass PZD. This amendment results in a number of changes to the PZD booklet. These amendments are indicated following the staff report in a series of pages that reflect the existing condition and the project booklet as it has been amended, should the Council approve the request.

1. The described 24-acre property is requested to be rezoned from R-PZD 08-2898 (SouthPass) to RSF-0.5, Residential Single Family, 0.5 unit per acre, as indicated in Exhibits B and C.
2. The removal of the 24 acres and associated amendments results in a changes in four planning areas, as shown in Exhibit D:
 - a. PA 3A (Kessler Mountain Bluff-Single Family) – removal of 0.48 acres, no units
 - b. PA 3B (Kessler Mountain Bluff-Multi-Family) – removal of 24 units and 5.75 acres; added this area to Open Space planning area
 - c. PA 3C (Kessler Mountain Bluff-Single Family Cluster) – removal of 54 single family lots and 15.73 acres; added area outside of 24-acre parcel to Open Space planning area
 - d. PA 6B (Open Space Areas) – net removal of 2.95 acres of open space
3. Overall, the amendments result in a net reduction of 78 residential lots and 2.95 acres of open space, once the 24-acre tract is removed from the project plan.

\$1 million Contribution Amendment

Chambers Bank requests to modify condition of approval No. 10 for the SouthPass PZD. This condition deals with the deeding of land for a regional park and the \$1million contribution to park construction. Chambers Bank is not a

part of the contract between SouthPass and the City, but is willing to contribute \$1,000,000 over the lifespan of this project in accordance with the included schedule provided by the bank.

The condition of approval for the PZD currently reads as follows:

“Condition of Approval No. 10

***Parks:** SouthPass shall deed a minimum amount of 200 acres to the City for an onsite regional park prior to the Mayor signing the ordinance of approval for the annexation and PZD, and shall contribute \$1,000,000.00 when the City is ready to award the first construction contract for the park, in accordance with the previously executed contract. Changes to or deviation from this contractual agreement shall be at the discretion of the City Council. In addition, all residential development on the site shall be required to meet the parkland dedication ordinance requirements through land dedication, money-in-lieu, or a combination thereof.”*

Staff recommends in favor of the proposal to contribute \$1 million towards park construction as each phase of the development occurs. The first part of condition no. 10 has been met, in that the deeds for the 200-acre site have been received. The original contract with SouthPass, LLC, who no longer controls the property or the project, required the \$1 million contribution for parks construction, as agreed to by the City and SouthPass, LLC. It is staff's understanding that Chambers Bank is under no obligation to meet the terms of the contract between the City and SouthPass, LLC. However, the condition of approval to develop the Southpass PZD project still remains part of the ordinance adopted by the City Council. Chambers Bank has worked with city staff to determine a way in which they can still provide the same amount of park construction contribution, but spread out over the lifespan of the project in order to make it financially feasible. Each phase of the project has a maximum number of dwelling units permitted, with a total of 4,262 units for the entire project (4,184 after the removal of the units in the requested amendments above). The developer has agreed to pay a per unit fee as each phase develops, based on the maximum number of dwelling units permitted within that phase, as opposed to the actual number of units constructed. This results in the City acquiring the \$1 million over the life of the project, even if the maximum number of dwelling units are not constructed. All fees shall be paid at the time of the first final plat for each respective phase, or before a building permit is issued within any phase, whichever comes first. A schedule of the contribution is attached as Exhibit E.

Name Change

Chambers Bank would like to reserve the right to change the official name of the project and would like this to be an administrative request if and when they have chosen a new name.

Staff recommends approval of this request, with the condition that the name is approved by the Development Services Department at the time of the proposal. The City does not otherwise require a developer to have a name of a project, it is simply for ease of processing. However, if a name is chosen, we do not want it to conflict with another name already utilized, in much the same way street names are approved. The Development Services Department would facilitate the proposed name change review by the appropriate reviewing entities.

October 28, 2010

City of Fayetteville City Council
113 West Mountain Street

RE: PZD Extension Request for R-PZD 08-2898

Dear Aldermen,

The above PZD property has recently changed ownership. As the new owners, Chambers Bank has worked diligently to preserve the current PZD zoning and bring the property into good standing with the City of Fayetteville by deeding the parkland, water tank site associated with the PZD and now by updating the phasing and timeframe to a more manageable approach. Due to the size and nature of the project and the projected economic growth in the area, the project is expected to take many years for financing, construction and sales.

Chambers Bank proposes the following amendments to R-PZD 08-2898

1. Phasing as outlined on page 17 of the SouthPass PZD booklet dated 8-18-08
2.
 - a. PHASE 1: Construction permits for all infrastructure shall be obtained within five (5) years from the date of approval of PZD Amendment No. 1 by the City Council.
 - b. PHASE 2: Construction permits for all infrastructure shall be obtained within seven (7) years from the date of approval of PZD Amendment No. 1 by the City Council.
 - c. PHASE 3: Construction permits for all infrastructure shall be obtained within ten (10) years from the date of approval of PZD Amendment No. 1 by the City Council.
 - d. PHASES 4 – 18: Construction permits for all infrastructure shall be obtained in compliance with city ordinances and development processes as required by the City of Fayetteville, without a specific expiration.
 - e. ORDINANCE AMENDMENTS. For all phases submitted for development approval, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval.
 - f. SEQUENCING: Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.
3. Remove the parcels 765-16323-500, 765-16323-503, 765-16323-501 from the PZD and down zone accordingly.
4. Conditions of approval page 4 item 10 Parks: SouthPass shall deed a minimum of 200 acres to the City for an onsite regional park prior to the Mayor signing the Ordinance of approval for annexation and



PZD, and shall contribute \$1,000,000 when the City is ready to award the first construction contract for the park, in accordance with the previously executed contract.

- a. Chambers bank is not part of the contract between SouthPass and the City but in an effort to aid the City in the development of a regional park is willing to contribute the \$1,000,000 per the attached schedule reflecting a set fee per phase.
 - b. Fee to be paid at final platting of each phase
5. Chambers bank would like to reserve the right to change the official name of the project and would like this to be an administrative request if and when we have chosen a new name.

Respectfully,


J.R. Weeks
Chambers Bank
Steve Aust

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney



DATE: **November 1, 2010**

RE: **Chambers Bank's request to amend the SouthPass R-PZD ordinance**

Chambers Bank conveyed to the City by Warranty Deed both the 200 acre Regional Park site and our 10 acre site for two of the city's largest water tanks on September 13, 2010. By unanimously passed Resolution No. 168-10, the Fayetteville City Council thanked Chambers Bank for its donation of these 210 acres to the City of Fayetteville and our citizens.

Chambers Bank now requests to amend the original R-PZD so that it or another entity might be able to develop this property in accordance with the long range plans approved by the City Council on November 8, 2008. Because the bank just obtained ownership of the property and because of the depressed housing and construction market, Chambers Bank needs the City Council's permission to amend the PZD ordinance to change the phasing of the development schedule.

Condition of Approval No. 10 of the PZD ordinance also needs to be changed to reflect the fact that Chambers Bank has already conveyed the 200 acre Regional Park site to the City. Additionally, the million dollar contribution which SouthPass Development Company, LLC had contractually obligated itself to pay when the City began developing the Regional Park should be changed. Our contract was with the now defunct SouthPass Development Company, LLC which forfeited all ownership rights to this land and development when all of its owners signed a deed in lieu of foreclosure conveying all their ownership rights to Chambers Bank earlier this year.

As all of you realize, no other PZD ordinance has ever included requirements for a developer to convey 200 acres to the City nor pay a million dollars to the City to help develop a park. We could only have such condition of approval because we had an enforceable contract with SouthPass Development Company, LLC for the acreage and million dollar contribution. We have no such contract with Chamber Bank.

However, Chambers Bank realizes how important the Regional Park and monetary help to develop the park is to the City and our City Council. That is why the bank conveyed the 200 acres for the park and now is willing to continue a commitment to contribute one million dollars to the park's development costs as Chambers Bank or future owners develop this PZD. This generous offer fulfills the initial plans and hopes for a private/public partnership for a Regional Park.

RESOLUTION NO. 168-10

**A RESOLUTION TO THANK CHAMBERS BANK FOR ITS DONATION OF 210
ACRES TO THE CITY OF FAYETTEVILLE**

WHEREAS, Chambers Bank delivered a Warranty Deed to the City of Fayetteville conveying the ten acre city water tank site and the 200 acre proposed park site on the SouthPass property; and

WHEREAS, this Warranty Deed was filed of record on September 13, 2010, at the Washington County Circuit Clerk's Office; and

WHEREAS, the ten acre water tank site houses two 6,000,000 gallon water tanks which hold about 43% of the Fayetteville Primary Pressure Plane water storage capacity; and

WHEREAS, this donation of the water tank site saves the City at least \$100,000.00, which was the agreed option to purchase price for this site that the City could first execute in 2011; and

WHEREAS, the 200 acre donation encompasses the area selected by the Fayetteville Parks and Recreation Advisory Board as the preferred site for a regional or community wide city park; and

WHEREAS, this park land is needed now to offset the loss in 2011 of the soccer fields on Fayetteville School District land around Asbell which the School District will convert to tennis courts as well as the future loss of the soccer fields along Lewis Avenue when our lease of this property from the University of Arkansas expires; and

WHEREAS, the Unified Development Code §166.04(B)(3)(I) *Parkland dedication* establishes a money in lieu of park land dedication of \$40,000.00 per acre which if applied to this parkland donation would equal Eight Million Dollars.

**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 expresses its thanks and appreciation to Chambers Bank for its donation to the City and Citizens of Fayetteville of the ten acre water tank site and the 200 acre proposed site for a regional or community park.

PASSED and APPROVED this 21st day of September, 2010.

APPROVED:

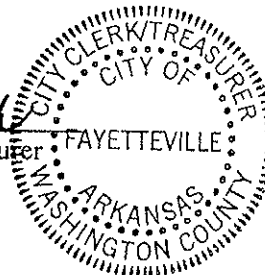
ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 08-2898 SOUTHPASS TO AMEND THE PHASING PLAN, REDUCE THE PROJECT ACREAGE AND DENSITY, REZONE A PORTION OF THE PROPERTY TO RSF-0.5, AMEND CONDITION NO. 10 REGARDING THE \$1 MILLION CONTRIBUTION AND CHANGE THE NAME OF THE PZD.

WHEREAS, the City Council of the City of Fayetteville approved Ordinance No. 5191 on November 06, 2008, adopting R-PZD 08-2898 (SouthPass), a mixed-use planned zoning district on approximately 910 acres in southwest Fayetteville; and

WHEREAS, the Residential Planned Zoning District is based upon the approved master development plan, development standards, statements of commitments, and conditions of approval as submitted, determined appropriate and approved by the City Council; and

WHEREAS, the majority of property ownership of the SouthPass PZD has recently changed from SouthPass, LLC to Chambers Bank; and

WHEREAS, after a review of the approved project, the new owners desire to make amendments to the planned zoning district in an effort to make the development plan feasible.

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

Section 1. That the zoning criteria booklet for R-PZD 08-2898 SouthPass is hereby amended to reflect an amended phasing plan as indicated in Exhibit "A".

Section 2: That the zone classification of the following described property is hereby changed as follows:

From R-PZD 08-2898 SouthPass, to RSF-0.5, Residential Single Family One Unit Per Acre, as shown on Exhibits "B" and "C" attached hereto and made a part hereof.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 2 above.

Section 4: That the zoning criteria booklet for R-PZD 08-2898 SouthPass is hereby amended to reflect a reduction in acreage, residential density and open space acreage for Planning Areas 3A, 3B, 3C, and 6B , as indicated in Exhibit "D".

Section 5: That the condition of approval number 10 for R-PZD 08-2898 SouthPass is hereby amended to read as follows:

"The owners of the property have offered and shall contribute to the City of Fayetteville a total of \$1 million to go towards construction costs of the regional park. This contribution shall be paid as each phase of development occurs, in accordance with the schedule attached as Exhibit "E". These contributions shall be paid at the time of the first final plat for each respective phase, or before a building permit is issued within that phase, whichever comes first. In addition, all residential development on the site shall be required to meet the parkland dedication ordinance requirements through land dedication, money-in-lieu, or a combination thereof."

Section 6: That the name of the approved R-PZD 08-2898 SouthPass planned zoning district may be changed from "SouthPass" to another name, once approved by the Development Services Department.

PASSED and **APPROVED** this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ADM 10-3689 EXHIBIT "A"



5. Fire and Police Protection

SouthPass Development Company recognizes that a development of this scale significantly increases the service of the local Fire and Police Departments. SouthPass's consultants have had several meetings with the Fayetteville Fire Department regarding accessibility. The Fayetteville Fire Department has indicated that there is a need for a new fire station within the area to provide the proper response times for adequate public safety. Appian proposed a potential location for a new fire station next to the Great Lawn, located

adjacent to and south of the Town Center. The Fayetteville Fire Department reviewed this location and deemed it appropriate. A new Police Department sub-station will be constructed by the Fayetteville Police Department. Exact location and size is yet to be determined by the City of Fayetteville.

established as presented previously in the community's master plan. As phasing has been identified, described, and approved as part of the PZD, the master development plan process phasing may vary from the requirements of Chapter 166 of the UDC, with regard to expiration of permit plans. Development of the infrastructure will be installed with each of the eighteen phases.

a. PHASE 1: Construction permits for all infrastructure shall be obtained within five (5) years from the date of approval of PZD Amendment No. 1 by the City Council.

b. PHASE 2: Construction permits for all infrastructure shall be obtained within seven (7) years from the date of approval of PZD Amendment No. 1 by the City Council.

c. PHASE 3: Construction permits for all infrastructure shall be obtained within ten (10) years from the date of approval of PZD Amendment No. 1 by the City Council.

d. PHASES 4 - 18: Construction permits for all infrastructure shall be obtained in compliance with city ordinances and development processes as required by the City of Fayetteville, without a specific expiration.

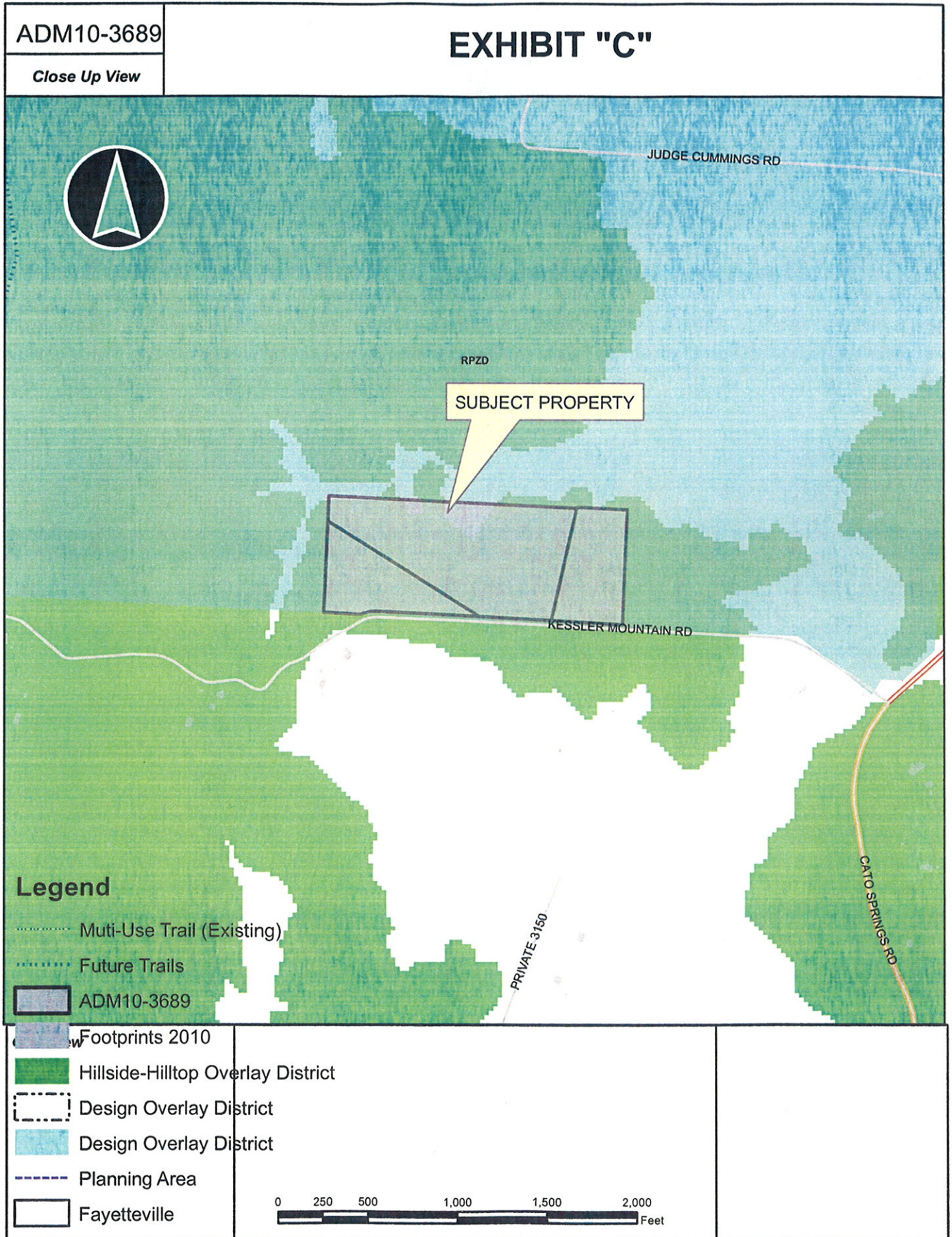
e. ORDINANCE AMENDMENTS. For all phases submitted for development approval, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval.

f. SEQUENCING: Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.

EXHIBIT "B"
ADM 10-3689

Property to be rezoned from R-PZD 08-2898 SouthPass to RSF-0.5:

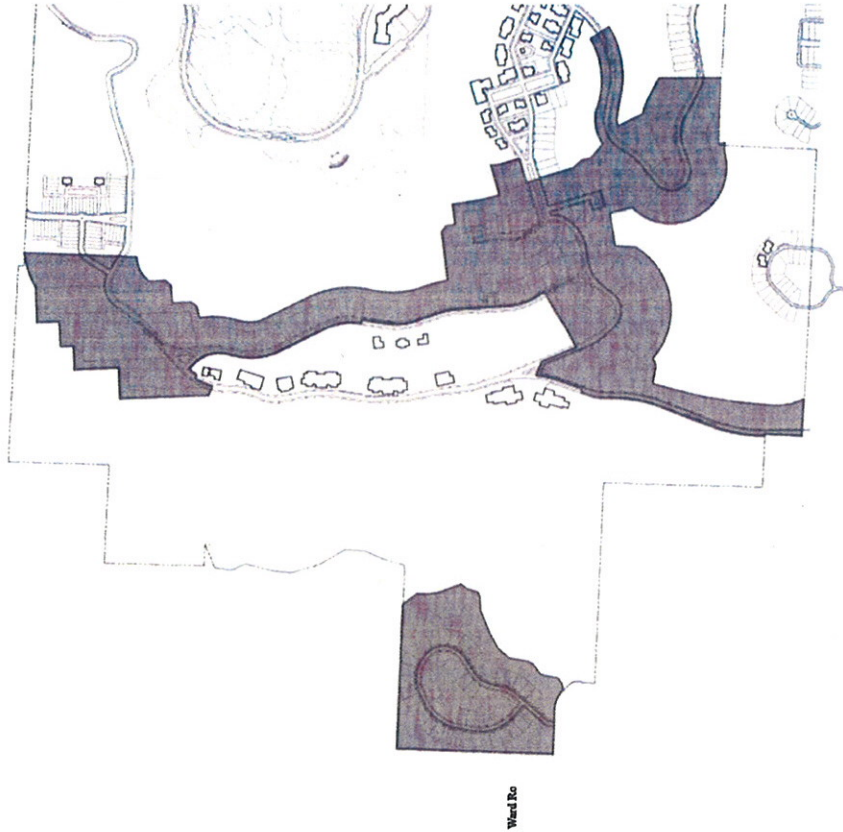
A PART OF THE SW1/4 AND SE1/4 OF THE NW1/4 OF SECTION 31, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID SE1/4, NW1/4 THENCE N02°47'42"E, ALONG A FORTY LINE, 23.54 FEET TO THE RIGHT OF WAY OF W. KESSLER MOUNTAIN ROAD, THENCE ALONG SAID RIGHT OF WAY S87°17'39"E 12.51 FEET, THENCE S86°41'26"E 73.90 FEET TO THE P.O.B.; THENCE S86°41'26"E 800.00 FEET, THENCE LEAVING SAID RIGHT OF WAY N02°36'50"E 643.16 FEET, THENCE N87°10'03"W 884.36 FEET, THENCE N87°10'03"W 787.44 FEET, THENCE S02°37'31"W 651.66 FEET, THENCE S87°04'57"E 204.51 FEET TO THE RIGHT OF WAY OF KESSLER MOUNTAIN ROAD, THENCE ALONG SAID RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT 96.72 FEET, SAID CURVE HAVING A RADIUS OF 215.00 FEET AND A CHORD BEARING OF N79°49'04"E 95.91 FEET, THENCE S87°17'39"E 500.05 FEET, THENCE S86°41'26"E 73.90 FEET TO THE P.O.B.; CONTAINING 24.35 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.



ADM 10-3689 EXHIBIT "D"
P 1 of 8

Planning Area 3A: Kessler Mountain Bluff - Single Family

Planning Area Purpose: Perched high on Kessler Mountain, this neighborhood clings to slopes and winds through abundant trees which occasionally open into fantastic views over the park and town below. Entirely residential, these homes respect their environment and maximize preservation. Buildings respond to the topography with entries at different levels, and sloped yards staircase to mediate the grade changes. Architecture is varied and adapts to single family homes tucked into the hillside. The trails are easily accessed from any point and lead residents through the natural setting in their own backyard.



SINGLE FAMILY ZONING CRITERIA

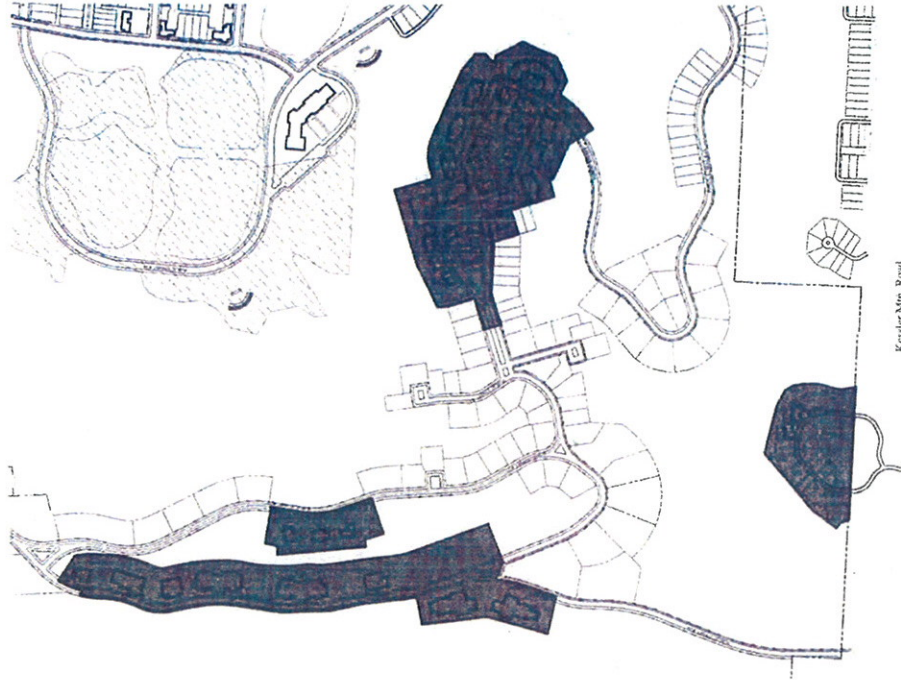
40 PA-3A KESSLER MOUNTAIN BLUFF

ADM 10-3689 EXHIBIT "D" P 2 of 8

Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>	Land Area per Dwelling Unit: 5,000 sq. ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3A Planning Area and all City design standards.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 10: Three-family dwelling Unit 24: Home occupation Unit 25: Professional offices	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 0 feet Rear Garage Setback: 7 feet	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for residential single-family districts.
Density/Intensity: Acreage: 103.68 Residential Density Dwelling Units: 103 Density (units/acre): 1 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq. ft./acre): 0	Height Regulations: Maximum height: 45 feet Height of ground floor must be a minimum of 18-36 inches above finished grade.	
Lot Width Minimum: Lots 1-52 shall have a minimum lot width of 80 feet Lots 53-103 shall have a minimum lot width of 60 feet	Building Area: 70 % maximum lot coverage	
Lot Area Minimum: Lots 1-52 shall have a 10,000 sq. ft lot area minimum Lot 53-103 shall have a 5,000 sq. ft. lot area minimum	Landscaping: In accordance with the City of Fayetteville Unified Development Code Parking: In accordance with the City of Fayetteville Unified Development Code.	

Planning Area 3B: Kessler Mountain Bluff - Multi Family

Planning Area Purpose: This neighborhood is created to supply multi-family housing in a rural setting. Units are clustered together around communal greens or spaced out along topography lines to preserve hillside. Roads are thoughtfully placed to prevent extreme cutting of the hillside and tree lines are preserved to keep vistas and views of the hillside as they are. Views out from these buildings of the Town Center, Crescent Park, and Fayetteville will also be astounding. Here, students, young professionals or the elderly who no longer wish to have upkeep on a home and a lot will find a quite hillside respite.



MULTI FAMILY ZONING CRITERIA

PA-3B KESSLER MOUNTAIN BLUFF

44

ADM 10-3689 EXHIBIT "D" P 4 of 8

Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single family dwellings Unit 9: Two-family dwellings Unit 10: Three-family dwellings Unit 26: Multi-Family dwellings	Land Area Per Dwelling Unit: No Bedroom 670 sq.ft. One Bedroom 800 sq.ft. Two or more Bedrooms 1,000 sq.ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3B Planning Area and Urban Residential Design Standards of the Unified Development Code.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 13: Eating places Unit 15: Neighborhood shopping goods Unit 24: Home occupation Unit 25: Professional offices Unit 40: Sidewalk cafes	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: Minimum 6 feet from wall and 4 feet from eave/overhang on one side. 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for Multi-family districts.
Density/Intensity: Acreage: 41.68 Residential Density Dwelling Units: 498 Density (units/acre): 11.9* Non-residential Intensity Sq. ft. of Non-residential: 15,000 Intensity (sq.ft./acre): 359.8 * Average Density for Planning Area does not constitute maximum density for any one lot within that Planning Area	Height Regulations: Maximum height: 60 feet, allowing three stories on the uphill side and four stories on the downhill side. If a building is placed on a graded pad, the height is reduced, allowing a maximum of three stories as measured from the historic grade, pre-development. Height of the ground floor will be between 18" and 36" above finished grade.	
Lot Width Minimum: 60 feet	Building Area: 80% Maximum Lot Coverage	Building Area: 80% Maximum Lot Coverage
Lot Area Minimum: 5000 sq.ft.	Landscaping: In accordance with the City of Fayetteville Unified Development Code.	Landscaping: In accordance with the City of Fayetteville Unified Development Code.
	Parking: In accordance with the City of Fayetteville Unified Development Code.	Parking: In accordance with the City of Fayetteville Unified Development Code.

ADM 10-3689 EXHIBIT "D"
 P 5 of 8



Planning Area 3C: Kessler Mountain Bluff - Single Family Cluster

Planning Area Purpose: This planning area has been sited with an average slope of six percent which allows for greater density than other planning areas on the Mountain Kessler pattern. The cluster concept allows the flexibility in the placement of housing in order to preserve a greater area of open space and trees on the mountain

This neighborhood is also tucked into the slopes of Kessler Mountain, allowing the ridgeline to be preserved. Entirely residential; these homes will respect their environment and maximize its preservation through the City tree preservation and guidelines of the pattern book.

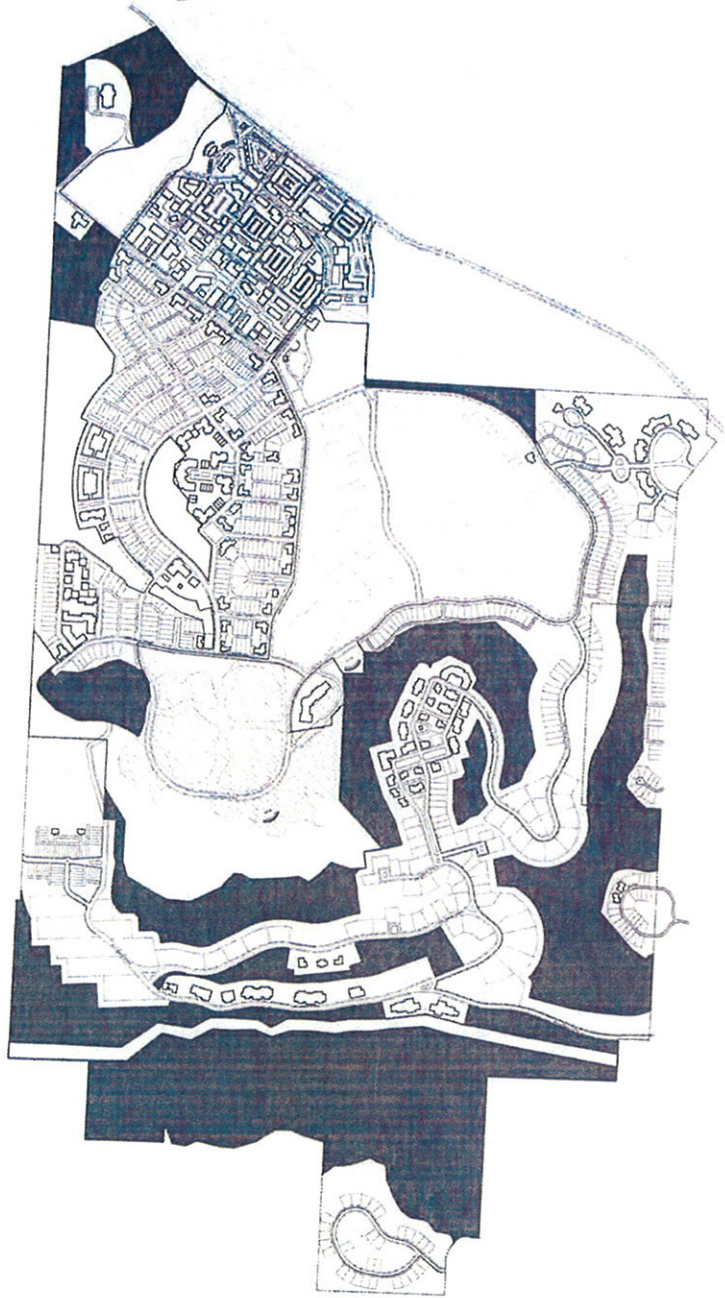
ADM 10-3689 EXHIBIT "D" P 6 of 8

Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>	Lot Area Minimum: Lots 1-54 shall have a 2,500 sq.ft. lot area minimum Lots 55-106 shall have a 8,000 sq.ft. lot area minimum Lots 107-168 shall have a 5,000 sq.ft. lot area minimum	Parking: In accordance with the City of Fayetteville Unified Development Code. Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3D Planning Area and all City design standards.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 13: Eating Places Unit 15: Neighborhood Shopping Goods Unit 24: Home occupation Unit 25: Professional offices Unit 26: Multi-family dwellings	Land Area Per Dwelling Unit: 2,400 sq.ft. Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from cave/overhang on one side 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for single-family districts.
Density/Intensity Acreage: 50.79 Residential Density Dwelling Units: 168 Density (units/acre): 3.3 Non-residential Intensity Sq. ft. of Non-residential: N/A Intensity (sq.ft./acre): N/A	Height Regulations: Maximum Height: 45 feet Height of the ground floor will be between 18 and 36 inches above finished grade. Building Area: 70% Maximum Lot Coverage	
Lot Width Minimum: Lots 1-54 shall have a minimum lot width of 24 feet Lots 55-106 shall have a minimum lot width of 50 feet Lots 107-168 shall have a minimum lot width of 40 feet	Landscaping: In accordance with the City of Fayetteville Unified Development Code.	

ADM 10-3689 EXHIBIT "D"
 P 7 of 8

Planning Area 6B: Open Space Areas

Planning Area Purpose: SouthPass has several natural features that will serve as buffers and screens for different portions of the development and surrounding properties. The main vegetated corridors exist along the natural drainage systems. Cato Springs Branch will be protected and trees will be preserved along the edges. The Western portion of the site is bisected by a ridge-line that is abundant with trees. These trees will be safeguarded and serve as a screen to the town below. The natural areas will also act as a buffer and transition zone to surrounding properties. Future park land dedication and tree preservation requirements to be dedicated will be obtained from this planning area as permitted. Passive recreational use and trails shall be the only type of development in this planning area.



ADM 10-3689 EXHIBIT "D" P 8 of 8

Permitted Uses:	Setback Requirements:
Unit 1: City of Fayetteville city-wide uses by right	Front: Minimum 20 feet Side: Minimum 15 feet Rear: Minimum 15 feet
Conditional Uses:	Height Regulations:
Unit 2: City-wide uses by conditional use permit Unit 4: Cultural and Recreational Facilities Unit 20: Commercial Recreation, Large Sites	N/A
Density/Intensity:	Building Regulations:
Acreage: 246.9 Residential Density Dwelling Units: 0 Density (units/acre): 0 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq.ft./acre): 0	N/A
Lot Width Minimum:	Landscaping:
N/A	Shall be governed by the City of Fayetteville UDC
Lot Area Minimum:	Parking:
N/A	N/A
Land Area Per Dwelling Unit:	Architectural Design:
N/A	Only low-impact pedestrian-type uses will be permitted in these areas, for recreational purposes. Small pavilions may be constructed, but no enclosed buildings will be allowed.
	Signage:
	In accordance to the Unified Development Code.

ADM 10-3689
Exhibit "E"

Phase	Maximum Dwelling Units	Contribution
Phase 1	333	\$79,518.64
Phase 2	268	\$63,976.48
Phase 3	81	\$19,344.12
Phase 4	282	\$67,346.18
Phase 5	205	\$48,957.33
Phase 6	186	\$44,529.68
Phase 7	256	\$61,136.96
Phase 8	420	\$100,302.82
Phase 9	197	\$47,046.80
Phase 10	150	\$35,822.44
Phase 11	88	\$21,015.83
Phase 12	293	\$69,973.16
Phase 13	384	\$91,705.43
Phase 14	216	\$51,584.31
Phase 15	309	\$73,794.22
Phase 16	0	\$0.00
Phase 17	30	\$7,164.49
Phase 18	489	\$116,781.11
Total	4187	\$1,000,000.00

ADM 10-3689 Southpass PZD Amendment No. 1

The following pages show the changes being made to the PZD project booklet. Generally, the existing, approved booklet is indicated in blue text and “clouds” and the proposed changes are in red.

ADM 10-3689 SOUTHPASS PZD AMENDMENT NO. 1



SouthPass Master Plan

Remove approximately 24 acres from the PZD including:
-78 residential units
-2.95 acres of designated open space

APPROVED SOUTHPASS PZD BOOKLET

established as presented previously in the community's master plan. As phasing has been identified, described, and approved as part of the PZD, the master development plan process phasing may vary from the requirements of Chapter 166 of the UDC, with regard to expiration of permit plans. Development of the infrastructure will be installed with each of the eighteen phases. It is estimated that construction will take approximately twenty to twenty-five years, with permits staggered accordingly.

PHASE 1: Permits will be pulled within one year of city council approval. Construction will be completed within three years of approval.

PHASE 2: Permits will be pulled within two years of Fayetteville City Council approval. Construction will be completed within four years of approval.

PHASE 3: Permits will be pulled within three years of Fayetteville City Council approval. Construction will be completed within five years of approval.

PHASE 4: Permits will be pulled within four years of approval. Construction will be completed within six years of approval.

PHASE 5: Permits will be pulled within five years of approval. Construction will be completed within eight years of approval.

PHASE 6: Permits will be pulled within six years of approval. Construction will be completed within nine years of approval.

PHASE 7: Permits will be pulled within seven years of Fayetteville City Council approval. Construction will be completed within ten years of approval.

PHASE 8: Permits will be pulled within eight years of Fayetteville City Council approval. Construction will be completed within eleven years of approval.

PHASE 9: Permits will be pulled within nine years of Fayetteville City Council approval. Construction will be completed within twelve years of approval.

PHASE 10: Permits will be pulled within ten years of Fayetteville City Council approval. Construction will be completed within thirteen years of approval.

PHASE 11: Permits will be pulled within twelve years of Fayetteville City Council approval. Construction will be completed within fifteen years of approval.

PHASE 12: Permits will be pulled within fifteen years of approval. Construction will be completed within eighteen and one half years of approval.

PHASE 13: Permits will be pulled within sixteen years of approval. Construction will be completed within nineteen years of approval.

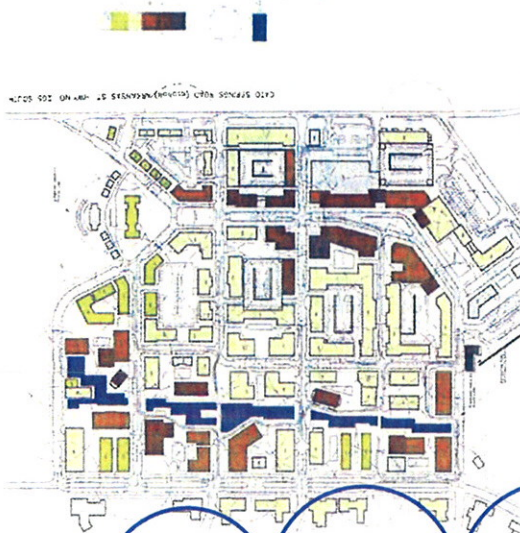
PHASE 14: Permits will be pulled within eighteen years of approval. Construction will be completed within twenty years of approval.

PHASE 15: Permits will be pulled within twenty years of Fayetteville City Council approval. Construction will be completed within twenty-two years of approval.

PHASE 16: Permits will be pulled within twenty-one years of Fayetteville City Council approval. Construction will be completed within twenty-three years of approval.

PHASE 17: Permits will be pulled within twenty-two years of Fayetteville City Council approval. Construction will be completed within twenty-four years of approval.

PHASE 18: Permits will be pulled within twenty-three years of Fayetteville City Council approval. Construction will be completed within twenty-five years of approval.



SouthPass Fire Plan

Potential Fire and Police Stations location

S. Fire and Police Protection

SouthPass Development Company recognizes that a development of this scale significantly increases the service of the local Fire and Police Departments. SouthPass's consultants have had several meetings with the Fayetteville Fire Department regarding accessibility. The Fayetteville Fire Department has indicated that there is a need for a new fire station within the area to provide the proper response times for adequate public safety. Appian proposed a potential location for a new fire station next to the Great Lawn, located

adjacent to and south of the Town Center. The Fayetteville Fire Department reviewed this location and deemed it appropriate. A new Police Department sub-station will be constructed by the Fayetteville Police Department. Exact location and size is yet to be determined by the City of Fayetteville.

DESCRIPTION 17

established as presented previously in the community's master plan. As phasing has been identified, described, and approved as part of the PZD, the master development plan process phasing may vary from the requirements of Chapter 166 of the UDC, with regard to expiration of permit plans. Development of the infrastructure will be installed with each of the eighteen phases.

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f. SEQUENCING: Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.

PROPOSED SOUTH-PASS PZD BOOKLET AMENDMENT NO. 1



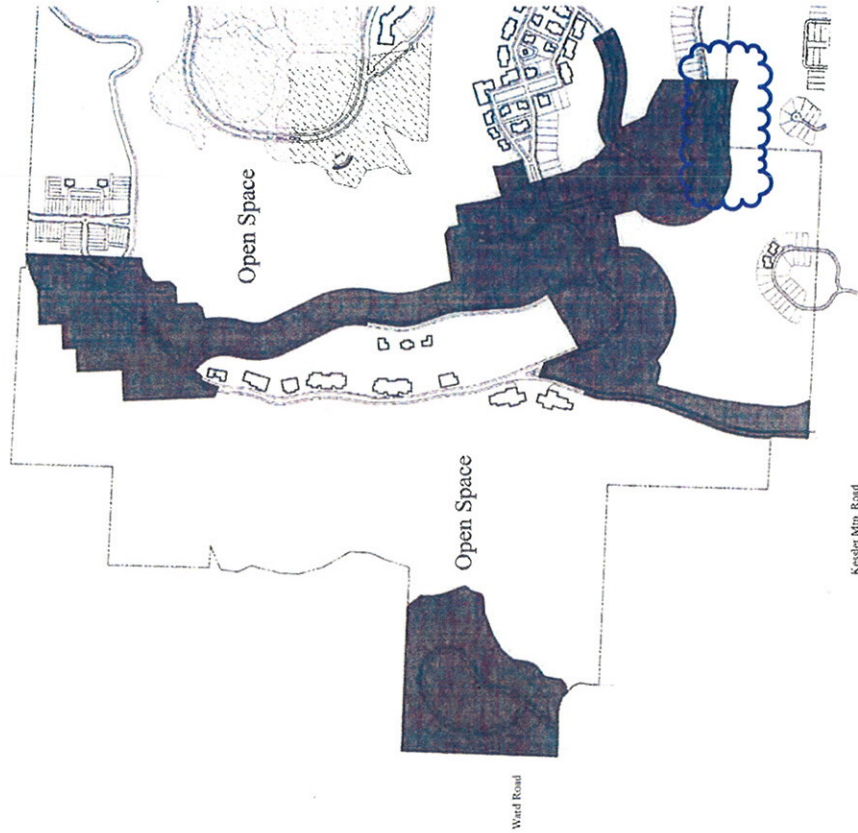
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Planning Area 3A: Kessler Mountain Bluff - Single Family

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APPROVED SOUTHPASS PZD BOOKLET



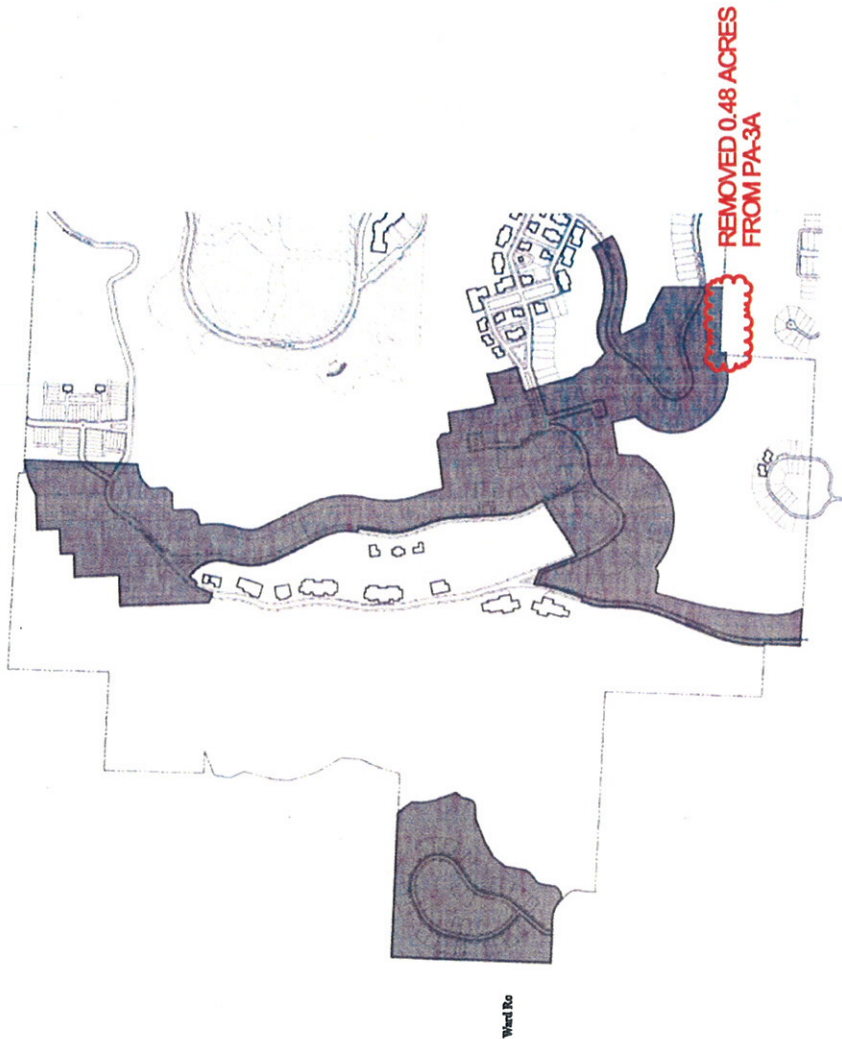
SINGLE FAMILY ZONING CRITERIA

40 PA-3A KESSLER MOUNTAIN BLUFF

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PROPOSED SOUTH-PASS PZD BOOKLET AMENDMENT NO.1



Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>	Land Area per Dwelling Unit: 5,000 sq. ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3A Planning Area and all City design standards.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 10: Three-family dwelling Unit 24: Home occupation Unit 25: Professional offices	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 0 feet Rear Garage Setback: 7 feet	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for residential single-family districts.
Density/Intensity: Acreage: 104.16 <i>Residential Density</i> Dwelling Units: 103 Density (units/acre): 1 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq. ft./acre): 0	Height Regulations: Maximum height: 45 feet Height of ground floor must be a minimum of 18-36 inches above finished grade.	APPROVED SOUTHPASS PZD BOOKLET
Lot Width Minimum: Lots 1-52 shall have a minimum lot width of 80 feet Lots 53-103 shall have a minimum lot width of 60 feet	Building Area: 70 % maximum lot coverage	Landscaping: In accordance with the City of Fayetteville Unified Development Code
Lot Area Minimum: Lots 1-52 shall have a 10,000 sq. ft. lot area minimum Lot 53-103 shall have a 5,000 sq. ft. lot area minimum	Parking: In accordance with the City of Fayetteville Unified Development Code.	

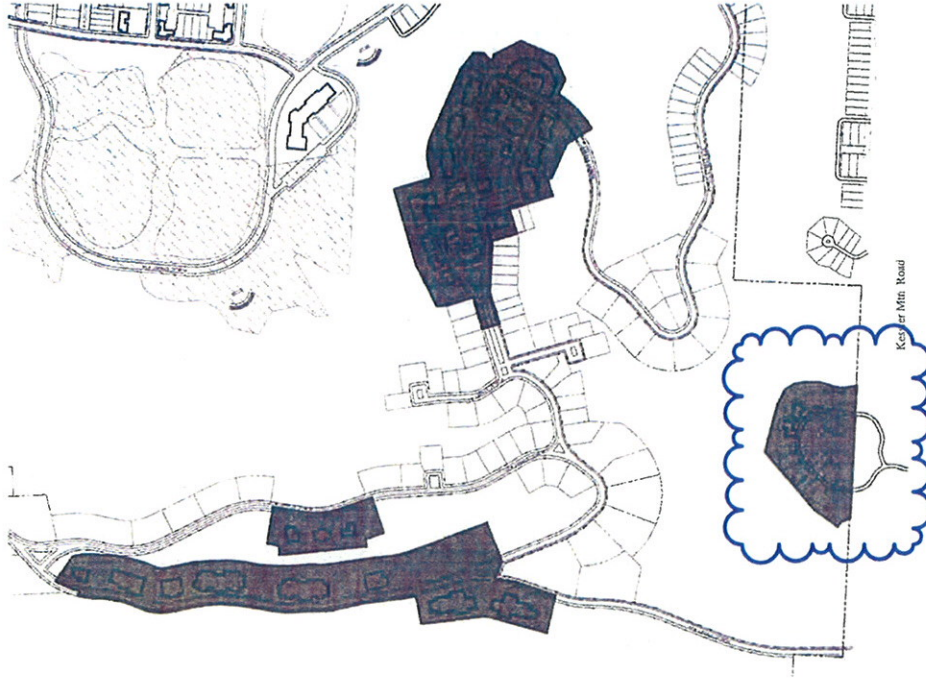
Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>	Land Area per Dwelling Unit: 5,000 sq. ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3A Planning Area and all City design standards.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 10: Three-family dwelling Unit 24: Home occupation Unit 25: Professional offices	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet 6 feet from wall Side: 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 0 feet Rear Garage Setback: 7 feet	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for residential single-family districts.
Density/Intensity: Acreage: 103.68 REMOVED 0.48 ACRES Residential Density Dwelling Units: 103 Density (units/acre): 1 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq. ft./acre): 0	Height Regulations: Maximum height: 45 feet Height of ground floor must be a minimum of 18-36 inches above finished grade.	Building Area: 70 % maximum lot coverage
Lot Width Minimum: Lots 1-52 shall have a minimum lot width of 80 feet Lots 53-103 shall have a minimum lot width of 60 feet	Landscaping: In accordance with the City of Fayetteville Unified Development Code	Signage: In accordance with the City of Fayetteville Unified Development Code
Lot Area Minimum: Lots 1-52 shall have a 10,000 sq. ft lot area minimum Lot 53-103 shall have a 5,000 sq. ft. lot area minimum	Parking: In accordance with the City of Fayetteville Unified Development Code.	Signage: In accordance with the City of Fayetteville Unified Development Code.

PROPOSED SOUTHPASS PZD BOOKLET ADMMENDMENT NO.1

Planning Area 3B: Kessler Mountain Bluff - Multi Family

Planning Area Purpose: This neighborhood is created to supply multi-family housing in a rural setting. Units are clustered together around communal greens or spaced out along topography lines to preserve hillside. Roads are thoughtfully placed to prevent extreme cutting of the hillside and tree lines are preserved to keep vistas and views of the hillside as they are. Views out from these buildings of the Town Center, Crescent Park, and Fayetteville will also be astounding. Here, students, young professionals or the elderly who no longer wish to have upkeep on a home and a lot will find a quite hillside respite.

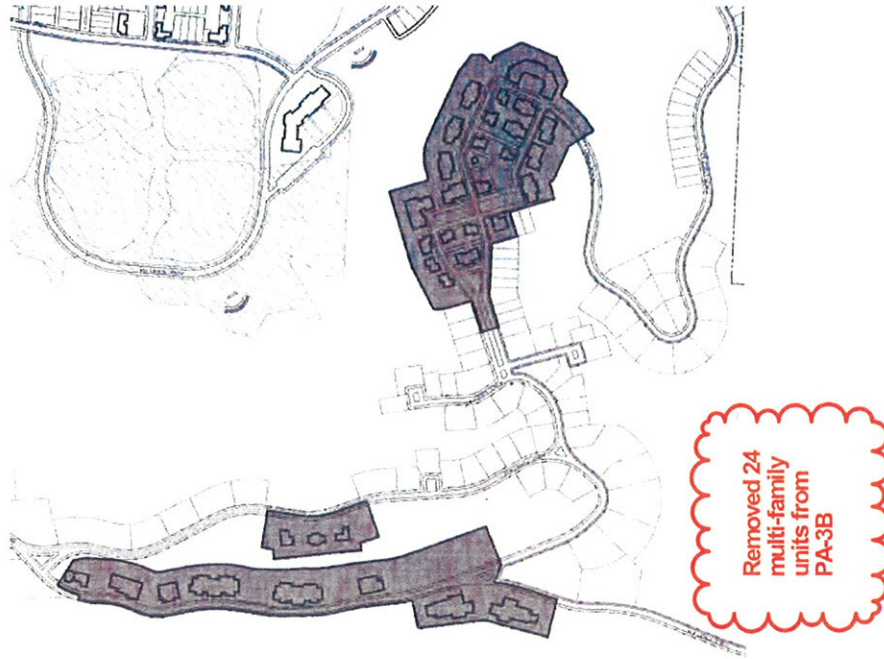
APPROVED SOUTHPASS PZD BOOKLET



Planning Area 3B: Kessler Mountain Bluff - Multi Family

Planning Area Purpose: This neighborhood is created to supply multi-family housing in a rural setting. Units are clustered together around communal greens or spaced out along topography lines to preserve hillside. Roads are thoughtfully placed to prevent extreme cutting of the hillside and tree lines are preserved to keep vistas and views of the hillside as they are. Views out from these buildings of the Town Center, Crescent Park, and Fayetteville will also be astounding. Here, students, young professionals or the elderly who no longer wish to have upkeep on a home and a lot will find a quite hillside respite.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1



MULTI FAMILY ZONING CRITERIA

PA-3B KESSLER MOUNTAIN BLUFF

Permitted Uses: Unit 1: City of Fayetteville city-wide use by right Unit 8: Single family dwellings Unit 9: Two-family dwellings Unit 10: Three-family dwellings Unit 26: Multi-Family dwellings	Land Area Per Dwelling Unit: No Bedroom 670 sq.ft. One Bedroom 800 sq.ft. Two or more Bedrooms 1,000 sq.ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3B Planning Area and Urban Residential Design Standards of the Unified Development Code.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 13: Eating places Unit 15: Neighborhood shopping goods Unit 24: Home occupation Unit 25: Professional offices Unit 40: Sidewalk cafes	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: Minimum 6 feet from wall and 4 feet from eave/overhang on one side. 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for Multi-family districts.
Density/Intensity: Acreage: 41.68 Residential Density Dwelling Units: 498 Density (units/acre): 11.9* Sq. ft. of Non-residential: 15,000 Intensity (sq.ft./acre): 359.8 * Average Density for Planning Area does not constitute maximum density for any one lot within that Planning Area	Height Regulations: Maximum height: 60 feet, allowing three stories on the uphill side and four stories on the downhill side. If a building is placed on a graded pad, the height is reduced, allowing a maximum of three stories as measured from the historic grade, pre-development. Height of the ground floor will be between 18" and 36" above finished grade.	Building Area: 80% Maximum Lot Coverage
Lot Width Minimum: 60 feet	Landscaping: In accordance with the City of Fayetteville Unified Development Code.	Lot Area Minimum: 5000 sq.ft.
Parking: In accordance with the City of Fayetteville Unified Development Code.		



Permitted Uses:	Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single family dwellings Unit 9: Two-family dwellings Unit 10: Three-family dwellings Unit 26: Multi-Family dwellings
Conditional Uses:	Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 13: Eating places Unit 15: Neighborhood shopping goods Unit 24: Home occupation Unit 25: Professional offices Unit 40: Sidewalk cafes
Density/Intensity:	Acreage: 35.93 Residential Density Dwelling Units: 474 Density (units/acre): 13.19* Non-residential Density Sq. ft. of Non-residential: 15,000 Intensity (sq.ft./acre): 359.8 * Average Density for Planning Area does not constitute maximum density for any one lot within that Planning Area
Lot Width Minimum:	60 feet
Lot Area Minimum:	5000 sq. ft.

Eliminated 5.75 acres
and 24 units

Land Area Per Dwelling Unit:	No Bedroom 670 sq. ft. One Bedroom 800 sq. ft. Two or more Bedrooms 1,000 sq. ft.
Setback Requirements:	Front: Minimum: 0 feet Maximum: 15 feet Side: Minimum 6 feet from wall and 4 feet from eave/overhang on one side. 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.
Height Regulations:	Maximum height: 60 feet, allowing three stories on the uphill side and four stories on the downhill side. If a building is placed on a graded pad, the height is reduced, allowing a maximum of three stories as measured from the historic grade, pre-development. Height of the ground floor will be between 18" and 36" above finished grade.
Building Area:	80% Maximum Lot Coverage
Landscaping:	In accordance with the City of Fayetteville Unified Development Code.
Parking:	In accordance with the City of Fayetteville Unified Development Code.

Architectural Design:
All structures shall be designed and constructed to comply with the architectural design standards of PA-3B Planning Area and Urban Residential Design Standards of the Unified Development Code.

Signage:
In accordance with the City of Fayetteville Unified Development Code requirements for Multi-family districts.

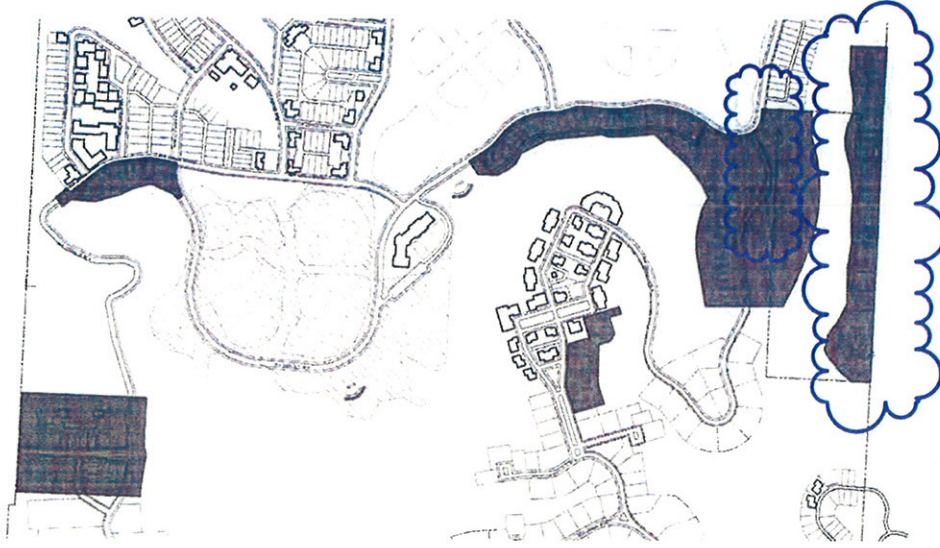
PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1

Planning Area 3C: Kessler Mountain Bluff - Single Family Cluster

Planning Area Purpose: This planning area has been sited with an average slope of six percent which allows for greater density than other planning areas on the Mountain Kessler pattern. The cluster concept allows the flexibility in the placement of housing in order to preserve a greater area of open space and trees on the mountain

This neighborhood is also tucked into the slopes of Kessler Mountain, allowing the ridgeline to be preserved. Entirely residential; these homes will respect their environment and maximize its preservation through the City tree preservation and guidelines of the pattern book.

APPROVED SOUTHPASS PZD BOOKLET



Planning Area 3C: Kessler Mountain Bluff - Single Family Cluster

Planning Area Purpose: This planning area has been sited with an average slope of six percent which allows for greater density than other planning areas on the Mountain Kessler pattern. The cluster concept allows the flexibility in the placement of housing in order to preserve a greater area of open space and trees on the mountain

This neighborhood is also tucked into the slopes of Kessler Mountain, allowing the ridge line to be preserved. Entirely residential, these homes will respect their environment and maximize its preservation through the City tree preservation and guidelines of the pattern book.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1



Removed 54
single-family
units from
PA-3C

© 2008 Appian Centre for Design, Inc.

SINGLE FAMILY CLUSTER ZONING CRITERIA

PA-3C KESSLER MOUNTAIN BLUFF

Permitted Uses:	Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>
Conditional Uses:	Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 13: Eating Places Unit 15: Neighborhood Shopping Goods Unit 24: Home occupation Unit 25: Professional offices Unit 26: Multi-family dwellings
Density/Acreage:	Acreage: 50.79 Residential Density Dwelling Units: 168 Density (units/acre): 3.3 Not a Residential Density Sq. ft. of Non-residential: N/A Intensity (sq.ft./acre): N/A
Lot Width Minimum:	Lots 1-54 shall have a minimum lot width of 24 feet Lots 55-106 shall have a minimum lot width of 50 feet Lots 107-168 shall have a minimum lot width of 40 feet

Lot Area Minimum:	Lots 1-54 shall have a 2,500 sq.ft. lot area minimum Lots 55-106 shall have a 8,000 sq.ft. lot area minimum Lots 107-168 shall have a 5,000 sq.ft. lot area minimum
Land Area Per Dwelling Unit:	2,400 sq.ft.
Setback Requirements:	Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.
Height Regulations:	Maximum Height: 45 feet Height of the ground floor will be between 18 and 36 inches above finished grade.
Building Area:	70% Maximum Lot Coverage
Landscaping:	In accordance with the City of Fayetteville Unified Development Code.

Parking:	In accordance with the City of Fayetteville Unified Development Code.
Architectural Design:	All structures shall be designed and constructed to comply with the architectural design standards of PA-3D Planning Area and all City design standards.
Signage:	In accordance with the City of Fayetteville Unified Development Code requirements for single-family districts.



Permitted Uses:	Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>
Conditional Uses:	Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 13: Eating Places Unit 15: Neighborhood Shopping Goods Unit 24: Home occupation Unit 25: Professional offices Unit 26: Multi-family dwellings
Density/Intensity	Acreage: 35.06 Residential Density Dwelling Units: 114 Density (units/acre): 3.25 Non-residential Density Sq. ft. of Non-residential: N/A Intensity (sq.ft./acre): N/A
Lot Width Minimum:	Lots 1-54 shall have a minimum lot width of 24 feet Lots 55-106 shall have a minimum lot width of 50 feet Lots 107-168 shall have a minimum lot width of 40 feet

**Eliminated 15.73 acres
and 54 units**

Lot Area Minimum:	Lots 1-54 shall have a 2,500 sq.ft. lot area minimum Lots 55-106 shall have a 8,000 sq.ft. lot area minimum Lots 107-168 shall have a 5,000 sq.ft. lot area minimum
Land Area Per Dwelling Unit:	2,400 sq.ft.
Setback Requirements:	Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.
Height Regulations:	Maximum Height: 45 feet Height of the ground floor will be between 18 and 36 inches above finished grade.
Building Area:	70% Maximum Lot Coverage
Landscaping:	In accordance with the City of Fayetteville Unified Development Code.

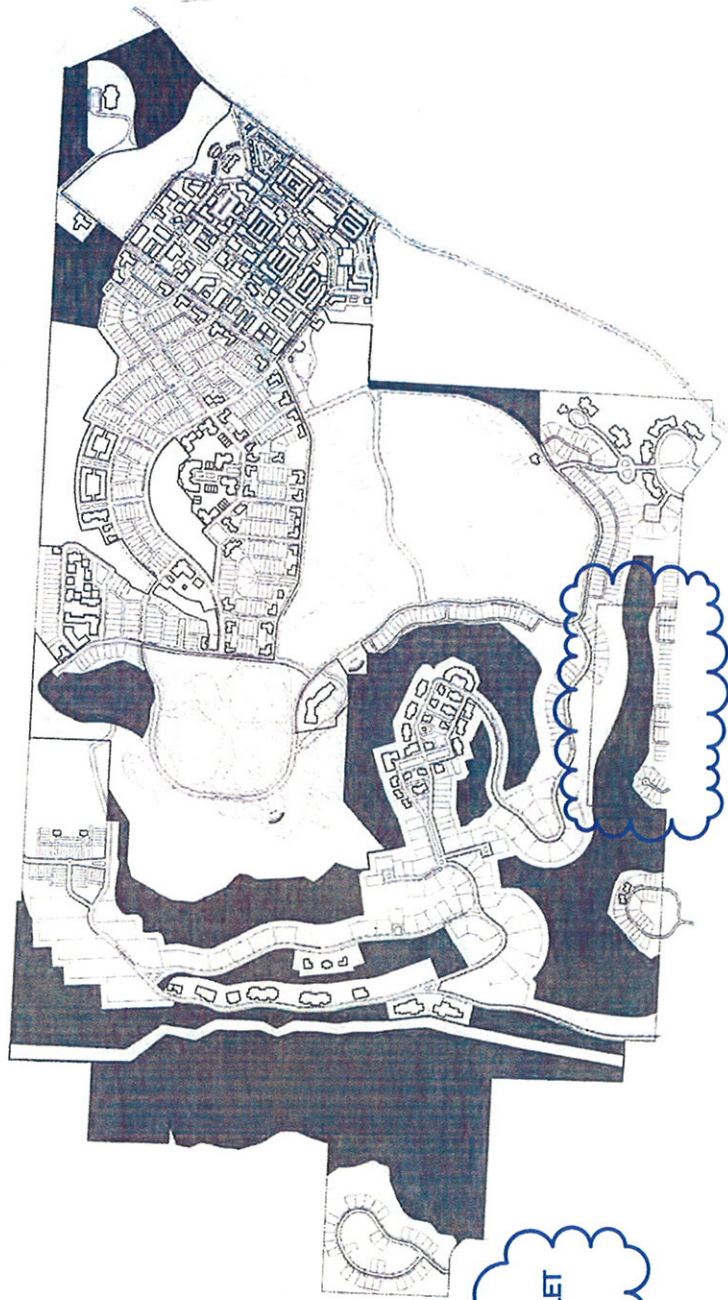
Parking:	In accordance with the City of Fayetteville Unified Development Code.
Architectural Design:	All structures shall be designed and constructed to comply with the architectural design standards of PA-3D Planning Area and all City design standards.

Signage:	In accordance with the City of Fayetteville Unified Development Code requirements for single-family districts.
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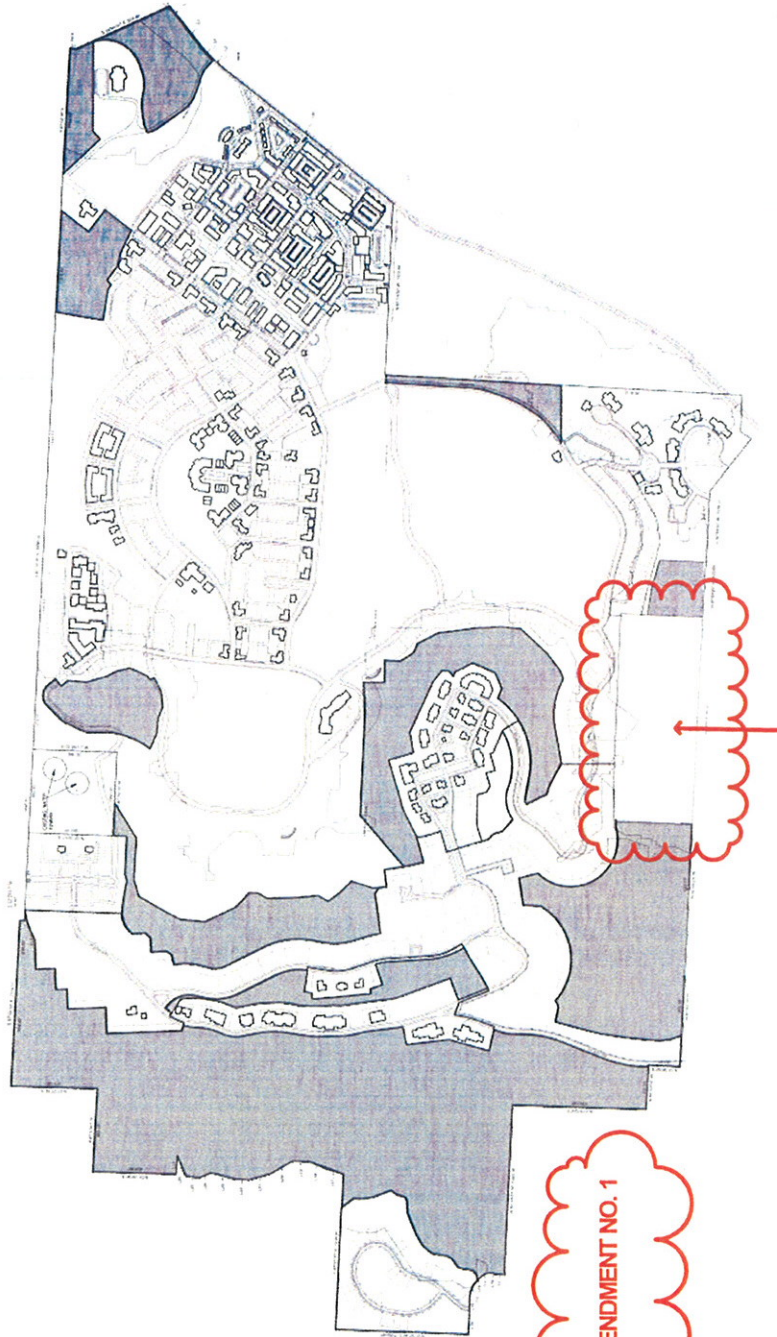
PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1

Planning Area 6B: Open Space Areas

Planning Area Purpose: SouthPass has several natural features that will serve as buffers and screens for different portions of the development and surrounding properties. The main vegetated corridors exist along the natural drainage systems. Cato Springs Branch will be protected and trees will be preserved along the edges. The Western portion of the site is bisected by a ridge-line that is abundant with trees. These trees will be safeguarded and serve as a screen to the town below. The natural areas will also act as a buffer and transition zone to surrounding properties. Future park land dedication and tree preservation requirements to be dedicated will be obtained from this planning area as permitted. Passive recreational use and trails shall be the only type of development in this planning area.



APPROVED SOUTHPASS PZD BOOKLET



Removed this area from the PZD

Planning Area 6B: Open Space Areas

Planning Area Purpose: SouthPass has several natural features that will serve as buffers and screens for different portions of the development and surrounding properties. The main vegetated corridors exist along the natural drainage systems. Cato Springs Branch will be protected and trees will be preserved along the edges. The Western portion of the site is bisected by a ridge-line that is abundant with trees. These trees will be safeguarded and serve as a screen to the town below. The natural areas will also act as a buffer and transition zone to surrounding properties. Future park land dedication and tree preservation requirements to be dedicated will be obtained from this planning area as permitted. Passive recreational use and trails shall be the only type of development in this planning area.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1

Permitted Uses:	Setback Requirements:
Unit 1: City of Fayetteville city-wide uses by right	Front: Minimum 20 feet Side: Minimum 15 feet Rear: Minimum 15 feet
Conditional Uses:	Height Regulations:
Unit 2: City-wide uses by conditional use permit Unit 4: Cultural and Recreational Facilities Unit 20: Commercial Recreation, Large Sites	N/A
Density/Intensity:	Building Regulations:
Acreage: 246.9 Density (units/acre): 0 Dwelling Units: 0 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq.ft./acre): 0	N/A
Lot Width Minimum:	Landscaping:
N/A	Shall be governed by the City of Fayetteville UDC
Lot Area Minimum:	Parking:
N/A	N/A
Land Area Per Dwelling Unit:	Architectural Design:
N/A	Only low-impact pedestrian-type uses will be permitted in these areas, for recreational purposes. Small pavilions may be constructed, but no enclosed buildings will be allowed.
	Signage:
	In accordance to the Unified Development Code.



Permitted Uses:	Setback Requirements:
Unit 1: City of Fayetteville city-wide uses by right	Front: Minimum 20 feet Side: Minimum 15 feet Rear: Minimum 15 feet
Conditional Uses:	Height Regulations:
Unit 2: City-wide uses by conditional use permit Unit 4: Cultural and Recreational Facilities Unit 20: Commercial Recreation, Large Sites	N/A
Density/Intensity: Acreage: 243.95 Residential Density Removed 2.95 acres Dwelling Units: 0 Density (units/acre): 0 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq.ft./acre): 0	Building Regulations:
	N/A
	Landscaping:
	Shall be governed by the City of Fayetteville UDC
	Parking:
	N/A
	Architectural Design:
	Only low-impact pedestrian-type uses will be permitted in these areas, for recreational purposes. Small pavilions may be constructed, but no enclosed buildings will be allowed.
	Signage:
	In accordance to the Unified Development Code.
Lot Width Minimum:	
N/A	
Lot Area Minimum:	
N/A	
Land Area Per Dwelling Unit:	
N/A	

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1

City of Fayetteville Staff Review Form

C. 1
 VAC 10-3662 (Oakbrooke Ph III)
 Page 1 of 24

City Council Agenda Items
 and
 Contracts, Leases or Agreements

12/7/2010

City Council Meeting Date
 Agenda Items Only

Dara Sanders
 Submitted By

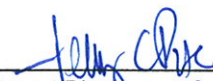
Planning
 Division

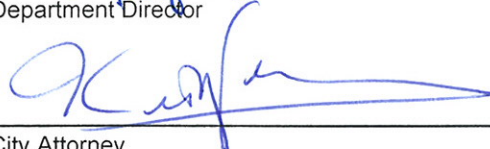
Development Services
 Department

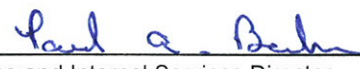
Action Required:

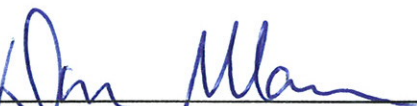
VAC 10-3662: (Oakbrooke Ph III, 361): Submitted by Bates and Associates for property located at Oakbrooke Subdivision Phase III. The property is zoned R-PZD, Residential Planned Zoning District. The request is to vacate all existing utility easements and tree preservation area within 18.55 acres of the Oakbrooke Subdivision.

_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
Account Number	Funds Used to Date	Program / Project Category Name
_____	\$ _____	_____
Project Number	Remaining Balance	Fund Name
Budgeted Item ☐	Budget Adjustment Attached ☐	


 Department Director 11-19-2010 Previous Ordinance or Resolution # _____
 Date


 City Attorney 11-22-2010 Original Contract Date: _____
 Date Original Contract Number: _____


 Finance and Internal Services Director 11-22-2010
 Date


 Chief of Staff 11-23-10
 Date

Mayor _____
 Date

Received in City 11-19-10 P03:57 RCVD
 Clerk's Office

Received in
 Mayor's Office

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Dara Sanders, Current Planner

Date: November 18, 2010

Subject: VAC 10-3662 Oakbrooke III

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance vacating all existing utility easements and a portion of the tree preservation area within 18.55 acres of the Oakbrooke Subdivision (VAC 10-3662).

BACKGROUND

The subject property is located within the previously approved Oakbrooke Subdivision Phases I and II and the recently approved Oakbrooke Phase III (R-PZD 09-3439/PPL 10-3589). Easements were dedicated to accommodate the installed infrastructure for the original development; however, the recently approved zoning and development criteria for Oakbrooke III requires a form that is different from the original development, as the front setbacks are now build-to zones that would require the new structures to be located in the existing easements. Additionally, small portions of required drainage easements were recorded to encroach into the tree preservation area.

The applicant's request is to vacate all of the utility easements and tree preservation area within 18.55 acres that were dedicated with the final plats for Oakbrooke I and II to allow for the replat and development of Oakbrooke III, as indicated on the associated plat, and to allow for maintenance of drainage easements necessary for maintaining the subject property.

DISCUSSION

On November 8, 2010 the Planning Commission forwarded this request to the City Council with a recommendation for approval with a vote of 8-0-1 (Commissioner Hoskins recused).

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 10-3662 SUBMITTED BY BATES AND ASSOCIATES FOR PROPERTY LOCATED IN THE OAKBROOKE SUBDIVISION TO VACATE ALL EXISTING UTILITY EASEMENTS WITHIN 18.55 ACRES OF PHASES I AND II.

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

WHEREAS, the City Council has determined that the following described platted utility easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons all utility easements as described in Exhibit B (attached).

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

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

1. An easement plat or final plat depicting the utility easements needed to serve the Oakbrooke project, as required by all utility representatives shall be dedicated and filed or record. The vacation of all easements shall not be accepted until this requirement has been met.
2. Any relocation of existing utilities shall be at the owner/developer's expense prior to recordation of the easement vacation.

Page 2
Ord.

PASSED and **APPROVED** this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO.

**A RESOLUTION TO MODIFY THE TREE PRESERVATION
EASEMENT FOR THE OAKBROOKE SUBDIVISION.**

WHEREAS, the City Council has determined that the following described portion of the platted tree preservation area is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the proposed modification would not lower the preserved tree canopy below the required level, would allow for the maintenance of existing drainage easements on the subject property, and would be in the best interest of Fayetteville. The City Council therefore accepts the modification of a tree preservation easement as shown in Exhibit A and described in Exhibit B (attached).

Section 2: That this modification approval is subject to the Conditions of Approval as follows, and shall not be in effect until such conditions are met.

1. An easement plat or final plat depicting the modified tree preservation area needed to meet the tree preservation requirements for the Oakbrooke Subdivision, as required by the City of Fayetteville shall be dedicated and filed or record.

PASSED and APPROVED this day of , 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

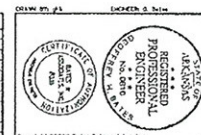


EXHIBIT "B"
VAC 10-3662

AREA OF DISCUSSION FOR VACTION REQUEST:

A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE FRACTIONAL SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°10'41"E 184.13' FROM THE SOUTHWEST CORNER OF SAID SOUTH HALF AND RUNNING THENCE N02°17'42"E 110.42', THENCE N87°10'42"W 8.13', THENCE N02°18'02"E 960.73', THENCE S87°49'42"E 252.14', THENCE S87°09'15"E 207.79', THENCE S02°17'42"W 442.08', THENCE S87°42'18"E 338.00', THENCE N02°17'42"E 36.64', THENCE S87°42'18"E 150.85', THENCE S02°50'04"W 223.11', THENCE N87°28'48"W 28.54', THENCE S02°49'03"W 389.83', THENCE S87°09'30"E 254.42', THENCE S25°35'53"W 64.93', THENCE N87°10'24"W 1135.30' TO THE POINT OF BEGINNING, CONTAINING 18.55 ACRES, MORE OR LESS.



PC Meeting of November 8, 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: November 1, 2010

VAC 10-3662: Vacation (OAKBROOKE III, 361): Submitted by BATES & ASSOCIATES for property located at OAKBROOKE SUBDIVISION III. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 21.50 acres. The request is to vacate a select number of the existing easements. Planner: Dara Sanders

Findings:

Property Description: The subject development is located within the previously approved Oakbrooke Subdivision Phases I and II and the recently approved Oakbrooke Phase III (R-PZD 09-3439/PPL 10-3589). Easements were dedicated to accommodate the installed infrastructure for the original development; however, the recently approved zoning and development criteria for Oakbrooke III requires a form that is different from the original development, as the front setbacks are now build-to zones that would require the new structures to be located in the existing easements.

Request: The applicant's request is to vacate a select number of the utility and tree preservation easements that were dedicated with the final plats for Oakbrooke I and II to allow for the replat and development of Oakbrooke III, as indicated on the associated plat.

The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

RESPONSE

Ozarks Electric	No Objections
Cox Communications	No Objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections
AT&T	No Objections

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No Objections

Transportation

No Objections

Solid Waste

No Objections

Engineering

No Objections

Public Comment: Staff has received several calls and in-person inquiries about the subject vacation request. The main concern was whether or not the proposal would affect provision of utilities to surrounding properties.

Recommendation: Finding that adequate easement for service will exist to serve existing utilities, to provide new utilities, and to preserve the required percentage of existing trees, staff recommends forwarding **VAC 10-3662** to the City Council with a recommendation of approval with the following conditions:

Conditions of Approval:

1. An easement plat or final plat depicting the easements needed to serve the Oakbrooke project, as required by all utility representatives shall be dedicated and filed or record. The vacation of all easements shall not be accepted until this requirement has been met.
2. Any relocation of existing utilities shall be at the owner/developer's expense prior to recordation of the easement vacation.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: November 8, 2010

Motion: *Cabe*

Second: *Chesser*

Vote: *8-0-1 (Commissioner Hoskins recused)*

Note:

Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr., Suite 3 / Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350

August 31, 2010

Planning Department
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Easement Vacation Oakbrooke

Dear City Planner,

Mr. Hoskins is requesting that all of the existing easements be vacated in Oakbrooke Subdivision Phase III. The vacation is needed due to the build to zone interfering with the easements in the approved, revised R-PZD. A new easement plat will be submitted with revised easements to be dedicated.

If you have any questions or require additional information, please feel free to call.

Sincerely

Bates & Associates, Inc.

Geoffrey H. Bates, P.E.
President of Engineering

ADJACENT PROPERTY OWNER NOTIFICATION FORM **FOR RIGHT- OF- WAY & ALLEY VACATION REQUESTS**

Date: August 27, 2010

Address / location of vacation: Oakbrooke Subdivision Phase III

Adjacent property address: Loren and Wilma Berry - 1801 N Ruppel Rd

REQUESTED VACATION:

I have been notified of the petition to vacate all utility easements in Oakbrooke Subdivision Phase III

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☐ I do not object to the vacation described above.
- ☒ I do object to the requested vacation because:

We object simply because this is just another in the many change requested by this P&D. When Mr. Hoskin stood in my driveway 5+

Loren Berry Wilma Berry

Name of Property Owner (printed)

[Signature] [Signature]

Signature of Property Owner

Years ago I said "this will happen" & "that will happen" I had hopes the single family homes he spoke of would come true. In 5+ years we have no new neighbors (only repeated variances / changes) The density of the development continues to get more dense. I do not know if this variance will cause increased density, but expect eventually it will. This mean more wear & tear on surroundings, more traffic, lower residence, more structures being investment property. Not anything Mr. Hoskins originally promised of course, why should I object. - The Fox is already in the hen house.

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY & ALLEY, VACATION

DATE: August 24, 2010

UTILITY COMPANY: Brian Pugh – Solid Waste

Applicant Name: Bates & Associates, Inc. Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

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

I have been notified of the petition to vacate the following *easements*, described as follows:

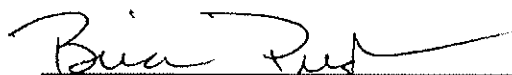
General location / Address: Oakbrooke Phase III

See attached existing easements and proposed easement drawings for details.

UTILITY COMPANY COMMENTS:

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

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



Signature of Utility Company Representative

Waste Reduction Coordinator

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY & ALLEY, VACATION

DATE: August 24, 2010

UTILITY COMPANY: Terry Gulley - Transportation

Applicant Name: Bates & Associates, Inc. Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

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

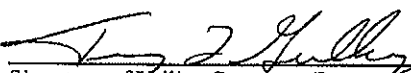
I have been notified of the petition to vacate the following *easements*, described as follows:

General location / Address: Oakbrooke Phase III

See attached existing easements and proposed easement drawings for details.

UTILITY COMPANY COMMENTS:

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


Signature of Utility Company Representative

Transportation Services Dir.
Title

TREE PRESERVATION AREA EASEMENT VACATION APPROVAL FORM

DATE: October 13, 2010

EASEMENT COMPANY: City of Fayetteville

Applicant Name: Bates & Associates, Inc. Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

☒ Tree Preservation Area

I have been notified of the petition to vacate the following *easements*, described as follows:

General location / Address: Oakbrooke Phase III

See attached existing easements and proposed easement drawings for details.

EASEMENT COMPANY COMMENTS:

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

☒ No objections to the vacation(s) described above, provided the following :

only the tree preservation areas that overlap other utility or drainage
easements are vacated.

Gregory B. Howe
Signature of Easement Company Representative

Urban Forester
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY & ALLEY, VACATION

DATE: October 12, 2010, 2010

UTILITY COMPANY: Arkansas Western Gas-

Applicant Name: Bates & Associates, Inc. Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

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

I have been notified of the petition to vacate the following *easements*, described as follows:

General location / Address: Oakbrooke Phase III

See attached existing easements and proposed easement drawings for details.

UTILITY COMPANY COMMENTS:

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

- ☒ No objections to the vacation(s) described above, provided the following :

And relocation will be at the Owners expense.

Randy Drake
Signature of Utility Company Representative

Construction Coordinator A.W.G.
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY & ALLEY, VACATION

DATE: October 12, 2010, 2010

UTILITY COMPANY: AT & T - Sue Clouser

Applicant Name: Bates & Associates, Inc.

Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

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

I have been notified of the petition to vacate the following easements, described as follows:

General location / Address: Oakbrooke Phase III

See attached existing easements and proposed easement drawings for details.

UTILITY COMPANY COMMENTS:

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

- ☒ No objections to the vacation(s) described above, provided the following :

20' A.E. BETWEEN SEPTEMBER STROLL AND BEST FRIEND SHOULD BE
20' A.E. + U.E. IN ADDITION TO THE 16' U.E. EITHER SIDE OF THE
A.E.

Susan K Clouser

Signature of Utility Company Representative

OSP DESIGN ENGINEER

Title

 UTILITY APPROVAL FORM

C. 1
VAC 10-3662 (Oakbrooke Ph III)
Page 17 of 24

FOR RIGHT- OF- WAY & ALLEY, VACATION

DATE: October 12, 2010, 2010

UTILITY COMPANY: Ozarks Electric- Greg McGee

Applicant Name: Bates & Associates, Inc. Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

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

I have been notified of the petition to vacate the following *easements*, described as follows:

General location / Address: Oakbrooke Phase III

See attached existing easements and proposed easement drawings for details.

UTILITY COMPANY COMMENTS:

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

- ☐ No objections to the vacation(s) described above, provided the following :



Signature of Utility Company Representative

Lead Staking Tech

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY & ALLEY, VACATION

DATE: October 12, 2010, 2010

UTILITY COMPANY: Cox -- Jason Combs

Applicant Name: Bates & Associates, Inc.

Applicant Phone: 479-442-9350

REQUESTED VACATION (*applicant must check all that apply*):

☒ Utility Easement

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

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following *easements*, described as follows:

General location / Address: Oakbrooke Phase III

See attached existing easements and proposed easement drawings for details.

UTILITY COMPANY COMMENTS:

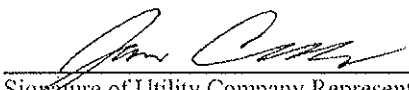
☐ Objects to the vacation(s) described above.

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

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

☒ No objections to the vacation(s) described above, provided the following :

Any damage or relocation of existing facilities will be at the developer's expense.



Signature of Utility Company Representative

Field Engineer

Title

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

DATE: 11-3-10

UTILITY COMPANY: City of Fayetteville Water & Sewer

APPLICANT NAME: Bates & Associates APPLICANT PHONE: (479) 442-9350
REQUESTED VACATION (*applicant must check all that apply*):

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

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

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

** Oakbrooke Phase III

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

UTILITY COMPANY COMMENTS:

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

Easements as shown on the attached drawing are to be retained (Pg 2)
The applicant and developer have agreed to follow the method on page 3.

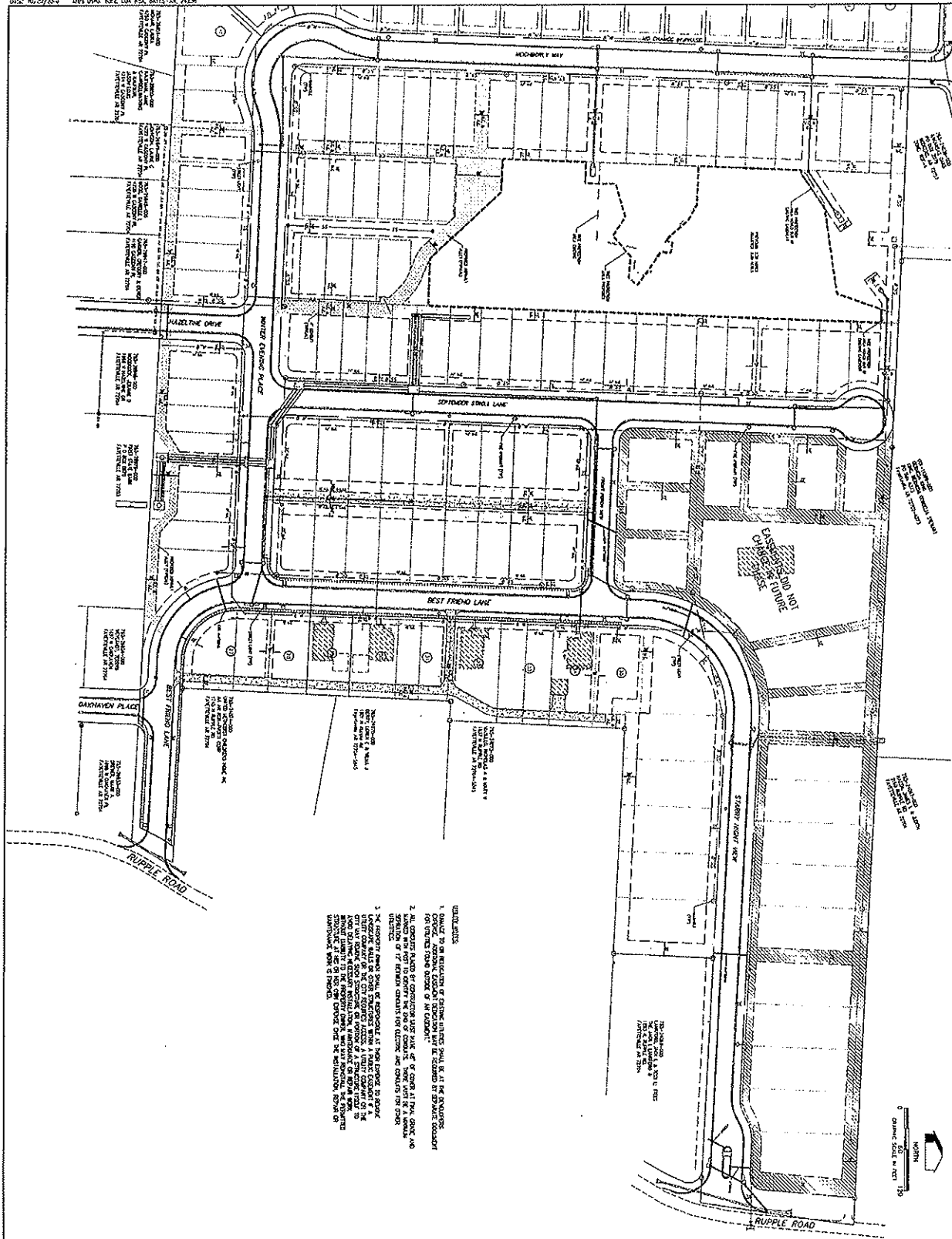
- No objections provided the following conditions are met:



Signature of Utility Company Representative

Projects & Contracts Engineer
Title

Drawn: 2/20/04
Date: 10/20/04
Drawn by: J. L. Smith
Check by: J. L. Smith



Bates & Associates, Inc.
Civil Engineering & Surveying
1111 W. Collins Square Dr., Suite 1
Fayetteville, Arkansas 72701
Phone: 479-442-8150 Fax: 479-521-8150

**EASEMENT PLAT FOR
OAKBROOKE SUBDIVISION PHASE III**

FAYETTEVILLE, ARKANSAS

REVISIONS	DATE

Drawn by: J. L. Smith
Checked by: J. L. Smith
REGISTERED PROFESSIONAL ENGINEER
NUMBER 10000
STATE OF ARKANSAS
Copyright © 2004 Bates & Associates, Inc.

Oakbrook Subdivision Easement Vacation Request Requirements

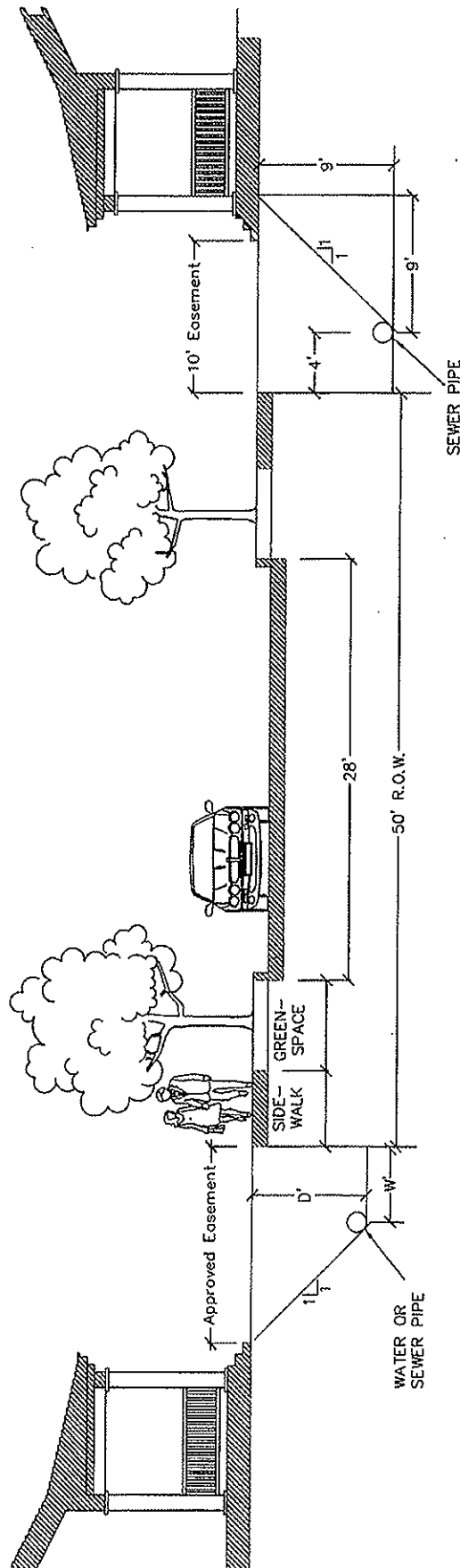
10/18/2010

Street	Easement Location (Side of Road)	Current Easement Width	Requested Width	Utility In Easement	Utility Line Center Line Behind ROW (W)	Utility Line Depth (D)	Minimum Req'd Width Based on Depth	Allowed to Vacate Based on Depth	Allowed to Vacate Based on Min Rqmt (Note 6)	Approved to Vacate - Lowest of 2 Rqmts	Approved Easement Width
Neighborhood Way	East	14	10	Sewer	4	9	13	1	3	1	13
Winter Evening Place Btwn Neighborhood Way & September Stroll Ln	West	14	14	Water	3	4	7	7	3	3	11
	North	14	10	Sewer	4	9	13	1	3	1	13
	South	14	10	Water	5	4	9	5	1	1	13
Hazel Time Dr	East	25	16	Water	9	4	13	12	8	8	17
	West	25	14	Sewer	6	9	15	10	12	10	15
September Stroll Ln Btwn Winter Evening & Front Porch View	East	14	10	Water	5	4	9	5	1	1	13
	West	14	10	Sewer	5	11	16	-2	2	0	14
September Stroll Ln Btwn Front Porch View & End of Street	East	14	14	Water	4	4	8	6	2	2	12
	West	14	10	Sewer	4	11	15	-1	3	0	11
Front Porch View	North	14	14	None	N/A	N/A	3	11	11	11	3
	South	15	10	Water	9	4	13	2	-2	0	15
Winter Evening Btwn September Stroll Ln & Best Friend Ln	North	15	15	Sewer	8	11	19	-4	0	0	15
	South	14	10	Water	3	4	7	7	3	3	11
Best Friend Ln Btwn Winter Evening Place & Front Porch View	East	14	10	Water	4	4	8	6	2	2	12
	West	14	10	Sewer	4	8	12	2	3	2	12

Notes:

- All measurements are in feet.
- All measurements are based on W/S line locator marks; the developer's Engineer did not survey the lines, although this was requested.
- All easements are measured from right of way lineback of sidewalk.
- ROW lines are 11' from back of curb throughout subdivision, which is also the house edge of the sidewalk.
- Utility line depth is to approximate bottom of pipe, as this is the critical depth for meeting OSHA excavation standards.
- In order to meet maintenance requirements and ensure structural safety in the event pipe maintenance is required, minimum easement width beside a utility line is: 1' per inch of diameter for a water line but no less than 7'; 7' for a sewer line. These only apply when there is at least a total easement and ROW width of 20'.
- OSHA/Arkansas Department of Labor standards require a 45 degree or 1 to 1 slope from the bottom of the excavation to the top of bank.
- Meter boxes must be located within the easement, so there is room for maintenance on the yard line on the customer side of the meter box.

OAKBROOK EASEMENT EXAMPLE





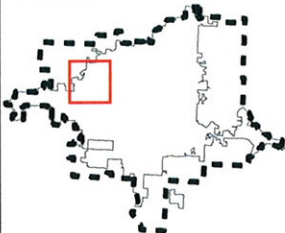
VAC10-3662

One Mile View

OAKBROOKE III



Overview



Legend

Subject Property
 VAC10-3662

Boundary

0 0.25 0.5

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

1 Miles

City of Fayetteville Staff Review Form

C. 2
Regional Urban Stormwater
Education Program
Page 1 of 8

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Approval of an ordinance waiving competitive bidding and approval of a one-year contract in the amount of \$44,551.97 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

\$ 44,551.97

Cost of this request

\$ 412,066.00

Category / Project Budget

Stormwater Quality Mgmt/Nutrient Reduct

Program Category / Project Name

4470.9470.5817.00

Account Number

\$ 98,279.38

Funds Used to Date

Bridge & Drainage Improvements

Program / Project Category Name

02097

Project Number

\$ 313,786.62

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

John C. B...
Department Director

11-17-2010
Date

Previous Ordinance or Resolution #

Dr. Kelly
City Attorney

11-19-10
Date

Original Contract Date:

Original Contract Number:

Paul a. Be...
Finance and Internal Services Director

11-19-2010
Date

Received in City Clerk's Office 11-19-10 A11:32 RCVD

Jim Man...
Chief of Staff

11-19-10
Date

Received in
Mayor's Office



Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

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

From: Sarah Wrede, Staff Engineer *SMW*

Date: November 17, 2010

Subject: Approval of an ordinance waiving competitive bidding and approval of a one-year contract in the amount of \$44,551.97 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

PROPOSAL: Since 2003, the cities of Bentonville, Bethel Heights, Elkins, Elm Springs, Farmington, Fayetteville, Greenland, Johnson, Little Flock, Lowell, Springdale and Rogers along with Benton and Washington Counties and the University of Arkansas have been operating under EPA's federally mandated Phase II Stormwater regulations as Municipal Separate Storm Sewer Systems (MS4s). While these jurisdictions obtained separate NPDES permits, they jointly contracted with Cooperative Extension Service (CES) through the NWA Regional Planning Commission as a successful and cost-effective means of implementing the following minimum control measures required in their Phase II permits:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 6) Pollution Prevention and Good Housekeeping (training for municipal employees)

Positive feedback from ADEQ and participating MS4s has led to the CES and the NWARPC partnering for an additional urban stormwater education program in support of the MS4s' new 2009-2013 stormwater management permits. This contract is for participation in Year 3 of the attached 3-Year Regional Stormwater Education and Coordination Program.

RECOMMENDATION: Staff recommends approval of an ordinance to waive the requirements of competitive bidding and to authorize the Mayor to execute a Memorandum of Understanding with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service.

BUDGET IMPACT: Currently, there is \$313,786.62 in the Stormwater Quality Mgmt/Nutrient Reduct account that has been designated for use to fund projects that improve stormwater-quality in the City of Fayetteville. This project will be paid for from these funds.

ATTACHMENTS

Memorandum of Understanding
Urban Stormwater Education Program 2010-2014 Summary
Cost Allocation Summary

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE MS4 JURISDICTIONS AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$44,551.97 FOR THE REGIONAL URBAN STORMWATER EDUCATION PROGRAM TO BE PROVIDED BY THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE TO SATISFY PORTIONS OF THE NPDES PHASE II STORMWATER PERMIT REQUIREMENTS .

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for Stormwater Education and Outreach as part of its Stormwater Phase II permit requirements; and

WHEREAS, the University of Arkansas Cooperative Extension Service can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$44,551.97 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**MEMORANDUM OF UNDERSTANDING FOR THE
MS4 JURISDICTIONS OF NORTHWEST
ARKANSAS AND THE NORTHWEST ARKANSAS
REGIONAL PLANNING COMMISSION**

WHEREAS, twelve cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, has established February 1, 2009 as the latest date for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and



WHEREAS, the ADEQ has subsequently endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

**NOW, THEREFORE BE IT RESOLVED THAT WE,
THE UNDERSIGNED MS4 JURISDICTION, AGREE AS
FOLLOWS:**

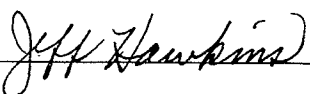
SECTION 1. To participate in **Year 3** of the attached 3-Year Regional Stormwater Education and Coordination Program, to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, it being understood that said services to be provided shall satisfy requirements for the federally mandated minimum control measures identified above. Commitments for participation in said program in future years will require City Council approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION. 3. That all funds received by NWARPC from MS4s for this specific project shall be utilized in their entirety for services in connection with the 3-Year Regional Stormwater Education and Coordination Program, and shall be accounted for separately from all other Commission funds.

Dated this _____ day of _____, 2010.

_____ MS4 Jurisdiction

 _____ NWARPC

Urban Stormwater Education Program 2010-2014

University of Arkansas Division of Agriculture Cooperative Extension Service

Introduction

As the public education branch of the University of Arkansas Division of Agriculture, the mission of the Cooperative Extension Service (CES) is to provide research-based information through non-formal education to help Arkansans improve their economic well-being and the quality of their lives. Since 2004, the City of Fayetteville has jointly contracted with CES through the Northwest Arkansas Regional Planning Commission as a successful and cost-effective means of implementing the following minimum control measures required in our Phase II permits:

- #1) Public Education and Outreach
- #2) Public Involvement and Participation
- #6) Pollution Prevention and Good Housekeeping – municipal employee training component

Program Planning and Evaluation

The City of Fayetteville participates in monthly meetings of the NWA Stormwater Compliance Group and has representation on the NWA Regional Stormwater Education Steering Committee. We also have representation on the Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater issues and target audiences and program methods and public relations strategies.

BMPs and Measurable Goals

Minimum Control Measure #1 - Public Outreach and Education

Develop and distribute electronic and printed educational materials

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of electronic and printed educational materials. Once topics have been identified, fact sheets, podcasts, e-learning modules, website content, newsletters, press releases, and PSAs will be developed, adapted, and/or gathered for distribution at public meetings, in support of presentations, and with educational displays. Stormwater management and pollution prevention messages will be provided to participating MS4s for inclusion in municipal utility bill mailings to their residents.

Create displays and staff educational booths

Displays highlighting the annual topics of emphasis will be created and set up/staffed at libraries, banks, schools, local festivals, county fairs, etc.

Conduct hand-on youth stormwater/water quality education programs

Educational programs for school youth will focus on the water cycle, watersheds, stormwater dynamics, water quality and pollution prevention using the EnviroScape surface runoff model, groundwater simulator, hands-on exercises from Project WET, Project WILD, and Project Learning Tree and creekside classrooms. Programs conducted will support the Arkansas State Frameworks required curriculum.

Conduct stormwater programs for adult audiences

Educational presentations will be given to illustrate stormwater dynamics, identify potential pollutants and pathways, describe techniques to reduce stormwater pollution and encourage voluntary BMP implementation according to the annual topic/audience emphases outlined in the SWMP.

Measureable Goals:

A minimum of 20 electronic and printed educational materials will be developed

The # of educational materials distributed will be documented

Stormwater displays will be created and used at a minimum of 5 events/locales

At least 20 stormwater education programs will be conducted for youth audiences

At least 10 stormwater education programs will be conducted for adult audiences

Performance Standard:

Urban stormwater outreach/education programs will reach at least 26,220 residents (50% of the urbanized area population).

Minimum Control Measure #2 - Public Participation and Involvement

Train and Utilize Volunteer Educators

“Train-the-trainer” processes will be used to engage public volunteers and educators in teaching stormwater and pollution prevention (e.g. Benton and Washington County Master Gardeners, Master Naturalists, LakeSmart Leaders, etc.)

Conduct Public Participation/Involvement Events

Citizen and youth groups will participate in public involvement events (litter pick up, establishing demonstration rain gardens, planting riparian vegetation, stenciling storm drain inlets, etc.).

Engage Residents in Stormwater Policy Development

Information will be included through multiple outlets (website, newsletters, press releases, etc.) to encourage public input/involvement as MS4 stormwater management policy evolves.

Measureable Goals:

At least 5 train-the-trainer programs will be conducted.

At least 3 public participation events will be coordinated.

Performance Standard:

At least 5 public participation and involvement activities will be conducted.

Minimum Control Measure #6 – MS4 Employee Training

Train MS4 employees

MS4 employees will be equipped with a knowledge and understanding of how to reduce the potential impact of their municipal operations activities on stormwater quality.

Measureable Goal:

A minimum of 10 training programs will be conducted for MS4 employees.

Performance Standard:

Training will be conducted for eligible employees annually.

**Cost Allocation* of U of A Cooperative Extension Service Stormwater Regional Stormwater Education Program
and NWA Regional Planning Commission Stormwater Coordination for NWA MS4 Jurisdictions
based on the Urbanized Area Population of the 15 NWA MS4 Jurisdictions in the 2000 US Census**

Jurisdiction	County	Population In Urbanized Area by Jurisdiction	Percent Urbanized Area Population	2009	2010	2011	3-Year Total
Bentonville	B	18,597	10.77%	\$14,987.64	\$15,311.82	\$15,794.10	\$46,093.55
Bethel Heights	B	650	0.38%	\$528.81	\$540.25	\$557.27	\$1,626.33
Elkins	W	722	0.42%	\$584.48	\$597.12	\$615.93	\$1,797.52
Elm Springs	W	34	0.02%	\$27.83	\$28.43	\$29.33	\$85.60
Farmington	W	3,271	1.89%	\$2,630.14	\$2,687.03	\$2,771.67	\$8,088.84
Fayetteville	W	52,439	30.38%	\$42,272.20	\$43,191.55	\$44,551.97	\$130,015.72
Greenland	W	552	0.32%	\$445.32	\$454.95	\$469.28	\$1,369.54
Johnson	W	1,908	1.11%	\$1,544.69	\$1,578.10	\$1,627.80	\$4,750.59
Little Flock	B	1,743	1.01%	\$1,405.53	\$1,435.93	\$1,481.15	\$4,322.61
Lowell	B	4,631	2.68%	\$3,729.51	\$3,810.18	\$3,930.19	\$11,469.89
Rogers	B	35,913	20.80%	\$28,945.49	\$29,571.57	\$30,502.99	\$89,020.05
Springdale	W	44,397	25.72%	\$35,792.21	\$36,566.38	\$37,718.12	\$110,076.71
Benton County	B	1,889	1.09%	\$1,516.85	\$1,549.66	\$1,598.47	\$4,664.99
Univ. of Arkansas	W	3,694	2.14%	\$2,982.96	\$3,042.46	\$3,138.29	\$9,163.71
Washington County	W	2,190	1.27%	\$1,767.34	\$1,805.57	\$1,862.44	\$5,435.35
Totals		172,630	100.00%	\$139,161.00	\$142,171.00	\$146,649.00	\$427,981.00

Note: Budget year runs from January 1 through December 31 of each calendar year

* These dollar breakouts assume all jurisdictions participate.

City of Fayetteville Staff Review Form

C. 3
Amend Ordinance No. 5356
Page 1 of 38

City Council Agenda Items
and
Contracts, Leases or Agreements

12/7/2010

City Council Meeting Date
Agenda Items Only

Sondra Smith

City Clerk

City Clerk

Submitted By

Division

Department

Action Required:

Review Ordinance 5356 that amended Chapter 72 Parking Regulations and expires on December 7, 2010

N/A

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

N/A

Budget Adjustment Attached

N/A

Sondra E. Smith
Department Director

11/10/10
Date

Previous Ordinance or Resolution #

Kim G. Smith
City Attorney

11/12/10
Date

Original Contract Date:

Original Contract Number:

Paul A. Bush
Finance and Internal Services Director

11-12-2010
Date

Received in City Clerk's Office 11-09-10 P11:04 IN

Kim G.

Kim G. Smith
Chief of Staff

11-18-10
Date

Received in Mayor's Office

ENTERED
11/12/10
KHS

Lionel Jordan
Mayor

11/18/10
Date

Comments:



C. 3
Amend Ordinance No. 5356
Page 1 of 1
Office of the City Clerk/Treasurer
Sondra E. Smith, City Clerk Treasurer
Lisa Branson, Deputy City Clerk
Amber Wood, Deputy City Clerk
Phone: (479) 575-8323
Fax: (479) 718-7695
cityclerk@ci.fayetteville.ar.us

Departmental Correspondence

To: Kit Williams, City Attorney

From: Sondra Smith, City Clerk/Treasurer

Sondra E. Smith

Date: November 10, 2010

RE: Ordinance 5356

Mayor Jordan requested that Ordinance 5356 that was approved on June 1, 2010 and Ordinance 5324 that was approved on September 21, 2010 be reviewed at the December 7, 2010 City Council meeting.

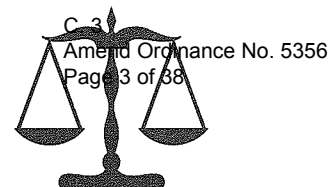
Ordinance 5356 was an ordinance amending chapter 72 **Parking Regulations** of the Fayetteville Code by repealing subsections 72.58(h)(1) through 72.58(h)(3) and enacting replacement subsections 72.58(h)(1-3) to change the time of allowable free parking in the entertainment district parking zone. It changed the times for paid parking and expires on December 7, 2010

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: **Mayor Jordan**
Sondra Smith, City Clerk
City Council

FROM: **Kit Williams**, City Attorney

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

DATE: **November 12, 2010**

RE: **Review of sunset provisions of Ordinance No. 5356 which eliminated paid parking requirements in the Entertainment District Parking Zone until 2:00 p.m.**

On September 21, 2010, the City Council passed Ordinance No. 5356 to increase the free parking period in the Entertainment District Parking Zone by four hours (from 10:00 a.m. until 2:00 p.m.) daily. This was enacted with an automatic sunset provision to expire on December 7, 2010, when the ordinance's effect on parking revenues and business activity could be examined by the City Council.

If the City Council does not pass an ordinance eliminating or amending the sunset provision, the original periods of free and paid parking will go back into effect so that free parking will be from 2:00 a.m. until 10:00 a.m. and paid parking will be from 10:00 a.m. until 2:00 a.m. the following day.

If the attached ordinance is passed, it will do only one specific thing: repeal the sunset provision from Section 2 of Ordinance No. 5356. Thus, the current free parking period from 2:00 a.m. until 2:00 p.m. will continue with the paid parking period remaining from 2:00 p.m. until 2:00 a.m. the next day.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 5356 CONCERNING
PARKING REGULATIONS BY REMOVING THE SUNSET PROVISION**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends
Section 2 of Ordinance No. 5356 so that after amendment, it shall read as follows.

“Section 2: That the City Council of the City of Fayetteville, Arkansas
hereby determines that this Ordinance shall be effective on October 1, 2010.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines
that because this Ordinance only repeals a sunset provision of Ordinance No. 5356, it is
specific in nature and shall take effect immediately.

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ORDINANCE NO. 5356

AN ORDINANCE AMENDING CHAPTER 72 PARKING REGULATIONS OF THE FAYETTEVILLE CODE BY REPEALING SUBSECTIONS 72.58(H)(1) THROUGH 72.58(H)(3) AND ENACTING REPLACEMENT SUBSECTIONS 72.58(H)(1-3) TO CHANGE THE TIME OF ALLOWABLE FREE PARKING IN THE ENTERTAINMENT DISTRICT PARKING ZONE

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 Fayetteville Code §72.58(H)(1) through §72.58(H)(3) in their entirety and enacts replacement subsection §72.58(H)(1-3) as shown below:

“(H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone.

For Parking Lots 50, 55, 56 and 60 and all paid on-street parking spaces within the Entertainment District Parking Zone, the following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or lots:

(1) Monday through Friday

- (a) 2:00 p.m. until 5:00 p.m. – \$.50 per hour with a maximum charge of \$1.50.
- (b) 5:00 p.m. until 2:00 a.m. the following day – \$1.00 per hour with a maximum charge of \$5.00.
- (c) 2:00 a.m. until 2:00 p.m. – free parking.

Page 2
Ordinance No. 5356

(2) Saturday

- (a) 2:00 p.m. until 6:00 p.m. – \$.50 per hour with a maximum charge of \$2.00.
- (b) 6:00 p.m. until 2:00 a.m. the following day – \$1.00 per hour with a maximum charge of \$5.00.
- (c) 2:00 a.m. until 2:00 p.m. – free parking.

(3) Sunday

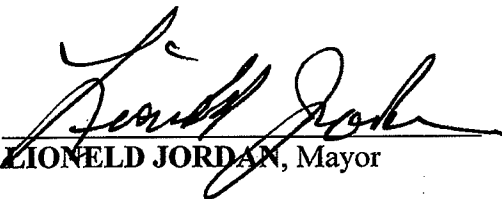
- (a) 2:00 p.m. until 6:00 p.m. – \$.50 per hour.
- (b) 6:00 p.m. until 2:00 a.m. the following day – \$1.00 per hour with a maximum charge of \$5.00.
- (c) 2:00 a.m. until 2:00 p.m. – free parking.

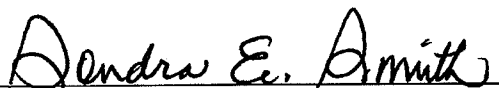
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance shall be effective on October 1, 2010. The City Council further determines that this amendment shall be ineffective and repealed and the current §72.58(H) (1-3) terms as previously enacted shall be in full force and effect on December 7, 2010.

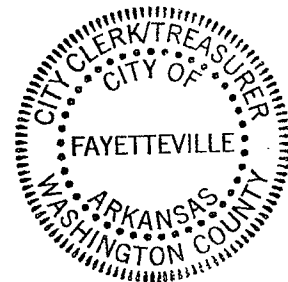
PASSED and APPROVED this 21st day of September, 2010.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



NORTHWEST ARKANSAS NEWSPAPERS_{LLC}

Northwest Arkansas Democrat Gazette
The Morning News of Springdale
The Morning News of Rogers
Northwest Arkansas Times
Benton County Daily Record

212 North East Avenue, Fayetteville Arkansas 72701/ PO Box 1607, 72702
PHONE: 479-571-6421

RECEIVED

OCT 25 2010

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Northwest Arkansas Newspapers LLC. Printed and published in Washington & Benton County, (Lowell), Arkansas and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville – Ordinance No 5356

October 7, 2010

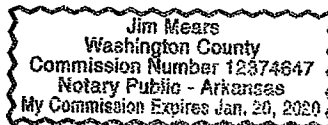
Publication Charge : \$ 110.25

Signed: Cathy Wiles

Subscribed and sworn to before me
This 13 day of october, 2010.

Notary Public Jim Mears

My Commission Expires:



Do not pay from Affidavit, an invoice will be sent

RECEIVED

OCT 25 2010

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

ORDINANCE NO. 5356

AN ORDINANCE AMENDING CHAPTER 72 PARKING REGULATIONS OF THE FAYETTEVILLE CODE BY REPEALING SUBSECTIONS 72.58(H)(1) THROUGH 72.58(H)(3) AND ENACTING REPLACEMENT SUBSECTIONS 72.58(H)(1-3) TO CHANGE THE TIME OF ALLOWABLE FREE PARKING IN THE ENTERTAINMENT DISTRICT PARKING ZONE



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 Fayetteville Code §72.58(H)(1) through §72.58(H)(3) in their entirety and enacts replacement subsection §72.58(H)(1-3) as shown below:

"(H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone:

For Parking Lots 50, 55, 56 and 60 and all paid on-street parking spaces within the Entertainment District Parking Zone, the following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in these spaces or lots:

(1) Monday through Friday

(a) 2:00 p.m. until 5:00 p.m. - \$.50 per hour with a maximum charge of \$1.50.

(b) 5:00 p.m. until 2:00 a.m. the following day - \$1.00 per hour with a maximum charge of \$5.00.

(c) 2:00 a.m. until 2:00 p.m. - free parking.

(2) Saturday

(a) 2:00 p.m. until 6:00 p.m. - \$.50 per hour with a maximum charge of \$2.00.

(b) 6:00 p.m. until 2:00 a.m. the following day - \$1.00 per hour with a maximum charge of \$5.00.

(c) 2:00 a.m. until 2:00 p.m. - free parking.

(3) Sunday

(a) 2:00 p.m. until 6:00 p.m. - \$.50 per hour.

(b) 6:00 p.m. until 2:00 a.m. the following day - \$1.00 per hour with a maximum charge of \$5.00.

(c) 2:00 a.m. until 2:00 p.m. - free parking.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance shall be effective on October 1, 2010. The City Council further determines that this amendment shall be ineffective and repealed and the current §72.58(H) (1-3) terms as previously enacted shall be in full force and effect on December 7, 2010.

PASSED and APPROVED this 21st day of September, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

ORDINANCE NO. 5324

AN ORDINANCE TO AMEND ARTICLE III **PARKING METERS** OF CHAPTER 72 **PARKING REGULATIONS** BY CHANGING ITS NAME AND ADDING PROVISIONS FOR AN ELECTRONIC PAYMENT STATION PROGRAM FOR PAID PARKING LOTS AND PAID ON-STREET PARKING AND FOR OTHER REASONS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Article III **Parking Meters** of Chapter 72 **Parking Regulations** by renaming Article III **Parking Meters and Electronic Payment Stations** and adding the following definitions to §72.50 **Definitions**:

“Electronic Payment Stations”: A place where a person who has parked his vehicle in a Entertainment District Parking Zone paid parking space or lot may pay the appropriate fee for the paid parking space.

‘Employee Parking Card’: A card issued by the Parking Division for use only by employees of businesses operating in the Entertainment District Parking Zone which may be discounted by the Mayor up to 90% of normal parking rates for certain paid parking spaces within the Zone.

‘Entertainment District Parking Zone’: The area depicted on the map and described on Exhibit A attached to this enacting ordinance.

‘Proximity Access Card’: A card issued by the Parking Division for a monthly fee that allows the user to access and use gated parking lots in the Entertainment District Parking Zone on weekdays from 7:00 a.m. until 4:00 p.m.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.51 **Presumption As To Unlawful Parking in Metered Space** by repealing it in its entirety and enacting a replacement §72.51 **Presumption As To Unlawful Parking In Metered Space and Paid Parking Space or Lot Serviced By An Electronic Payment Station**.

Page 2
Ordinance No. 5324

"The indication on the parking meter or within the Electronic Payment Station System that the paid for time has expired shall be presumptive evidence, as to the parked vehicle then found in the parking space or paid parking lot regulated by such parking meter or the Electronic Payment Station System, that the owner or driver has failed to pay for all the parking used in such space or lot which shall be presumptive evidence of the violation of unlawful parking."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.52 **Purpose of Deposit Requirement** by repealing it in its entirety and enacting a replacement §72.52 **Purpose of Deposit or Electronic Payment Requirement**.

"The coins required to be deposited in parking meters or the electronic payment required to be made at electronic payment stations by this article are for the purpose of regulating parking, to cover part of the cost of such necessary regulation for the convenience and protection of the public, to accumulate revenues to use for the construction of additional parking facilities including parking decks, and to provide operating revenue for the Walton Arts Center."

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.53 **Depositing Slugs Prohibited** by repealing it in its entirety and enacting a replacement §72.53 **Depositing Slugs or Making Simulated Electronic Payment Prohibited**.

"(A) It shall be unlawful for any person to deposit or cause to be deposited in any parking meter installed under this article any slug, device or substitute for a coin of the United States of America.

(B) It shall be unlawful for any person to simulate an electronic payment at any electronic payment station installed under this article by any means."

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.54 **Tampering with Meters Prohibited** by repealing it in its entirety and enacting a replacement § 72.54 **Tampering with Meters or Electronic Payment Stations Prohibited**.

"It shall be unlawful for any person to deface, injure, tamper with, willfully break, destroy or impair the usefulness of, or to open without lawful authority, any parking meter or electronic pay station installed in accord with this article."

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 72.55 **Collections from Meters** by repealing it in its entirety and enacting a replacement § 72.55 **Collections from Meters and Electronic Payment Stations**.

"The Parking Manager shall collect all deposits or electronic transactions from parking meters and electronic payment stations installed under this article and deliver them to the Accounting Department or as directed by the Mayor."

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.57 **Parking Meter Zones** by repealing subsection (E) and subsection (F) in their entirety and enacting replacement subsections as shown below:

Page 3
Ordinance No. 5324

“§72.57

(E) *Regulated hours for parking meters.*

- (1) Within the Entertainment District Parking Zone between the hours of 10 a.m. until 2:00 a.m. Monday –Saturday and 1:00 p.m. until 2:00 a.m. on Sunday, the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit sufficient money as required in §72.58(H), in the parking meter.
- (2) Outside the Entertainment District Parking Zone between the hours of 8:00 a.m. until 6:00 p.m. Monday – Friday (except City holidays), the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit sufficient money as required in §72.58(G) in the parking meter.

“(F) *Unlawful to leave vehicle parked in excess of allowed time.* “Upon the expiration of the legal parking time paid for and allowed pursuant to this chapter during the period that paid parking is required, it is unlawful for the owner or driver to leave the vehicle in the parking space. Violation of such overtime parking shall be punished pursuant to §72.99.”

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.58 Off-Street Parking Meter Facilities; Rates for City Garage by renaming the section **Off-Street parking Facilities; Rules and Rates** and by repealing subsections (G), (H) and (J) in their entireties and enacting replacement subsections (G), (H) and (J) and a new subsection (M) as shown below:

“(G) *Gated parking lots, parking decks and parking meters outside the Entertainment Parking District Zone.* For all the parking lots identified in subsection (A) and all parking meters outside the Entertainment Parking District Zone.

The following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or parking lots:

- (1) Long-term metered spaces (red-capped parking meters) -- \$.15 per hour.
- (2) All other parking meters -- \$.25 per hour.
- (3) Gated lot (per space) -- \$30.00 per month.
- (4) Long-term parking permits (hang tags) for use only at long-term (red-capped) meters -- \$30.00 per month.
- (5) City Parking Deck at Meadow Street -- \$45.00 per month for first and second levels, \$30.00 per month for third level, plus single day usage fee of not more than \$4.00 if space is available.
- (6) Town Center Parking Deck – not more than \$70.00 per month nor more than \$4.00 per day if space is available.

Page 4
Ordinance No. 5324

(H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone.

For Parking Lots 50, 55, 56 and 60 and all paid on-street parking spaces within the Entertainment District Parking Zone, the following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or lots:

(1) Monday through Friday

- (a) 10:00 a.m. until 5:00 p.m. – \$.50 per hour with a maximum charge of \$3.00
- (b) 5:00 p.m. until 2:00 a.m. the following day – \$1.00 per hour with a maximum charge of \$5.00
- (c) 2:00 a.m. until 10:00 a.m. – free parking

(2) Saturday

- (a) 10:00 a.m. until 6:00 p.m. – \$.50 per hour with a maximum charge of \$3.00
- (b) 6:00 p.m. until 2:00 a.m. the following day – \$1.00 per hour with maximum charge of \$5.00
- (c) 2:00 a.m. until 10:00 a.m. – free parking

(3) Sunday

- (a) 1:00 p.m. until 6:00 p.m. – \$.50 per hour
- (b) 6:00 p.m. until 2:00 a.m. the following day – \$1.00 per hour with a maximum charge of \$5.00
- (c) 2:00 a.m. until 1:00 p.m. – free parking

(4) Motorcycle and motor scooter parking in specially designated motorcycle/motor scooter paid parking spaces.

The above parking rates for normal, passenger car sized paid parking spaces shall be reduced by 50% for all specially designated motorcycle/motor scooter paid parking spaces. All motorcycles and motor scooters will have to pay the normal full rate if parked within a normal, passenger car sized parking space.

(5) Monthly daytime parking permits (Proximity Access Cards) for gated parking lots in the Entertainment District Parking Zone.

Page 5
Ordinance No. 5324

Persons desiring to purchase monthly access to and parking within gated lots in the Entertainment District Parking Zone between the hours of 7:00 a.m. and 4:00 p.m. on weekdays (excluding holidays) may purchase a Proximity Access Card for \$35.00. Any Proximity Access Card holder shall be required to pay normal hourly parking fees for any parking within the lot beyond 4:00 p.m. Special events authorized by the Mayor that require use of the gated parking lot will supersede the rights of monthly parkers during such event.

(6) Discounted parking rates for employees. (Employee Parking Cards) In order to assist employees working in the Entertainment District Parking Zone, the Mayor is authorized to sell and issue Employee Parking Cards that can be used for certain more distant parking spaces at a highly discounted rate of up to 90% off the normal parking rate.

(I) *Overtime parking.*

(1) If any vehicle remains parked in any metered parking space or within a paid parking lot beyond the period paid for such parking, the owner or operator of such vehicle shall be guilty of overtime parking and be subject to the punishment specified in §72.99.

(2) It is unlawful for any person to cause, allow or permit any vehicle owned or operated by said person to be parked in a gated city lot for more than 24 continuous hours. Any such illegally parked vehicle is subject to the provisions of §72.99 and to nonconsensual towing at the owner's expense who shall have post-deprivation hearing rights as set for in subsection (L).

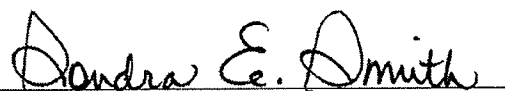
(M) The Mayor is empowered by proclamation and issuance of a special event permit to assign any or all city owned paid parking lots and specifically designated or all on-street paid parking spaces within the Entertainment District Parking Zone for the use of a permitted special event or other necessary reason for not more than sixteen (16) days per calendar year.

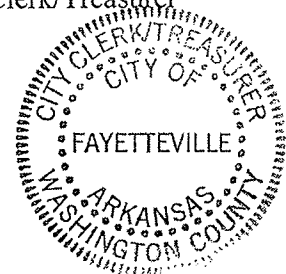
PASSED and APPROVED this 1st day of June, 2010.

APPROVED

ATTEST:

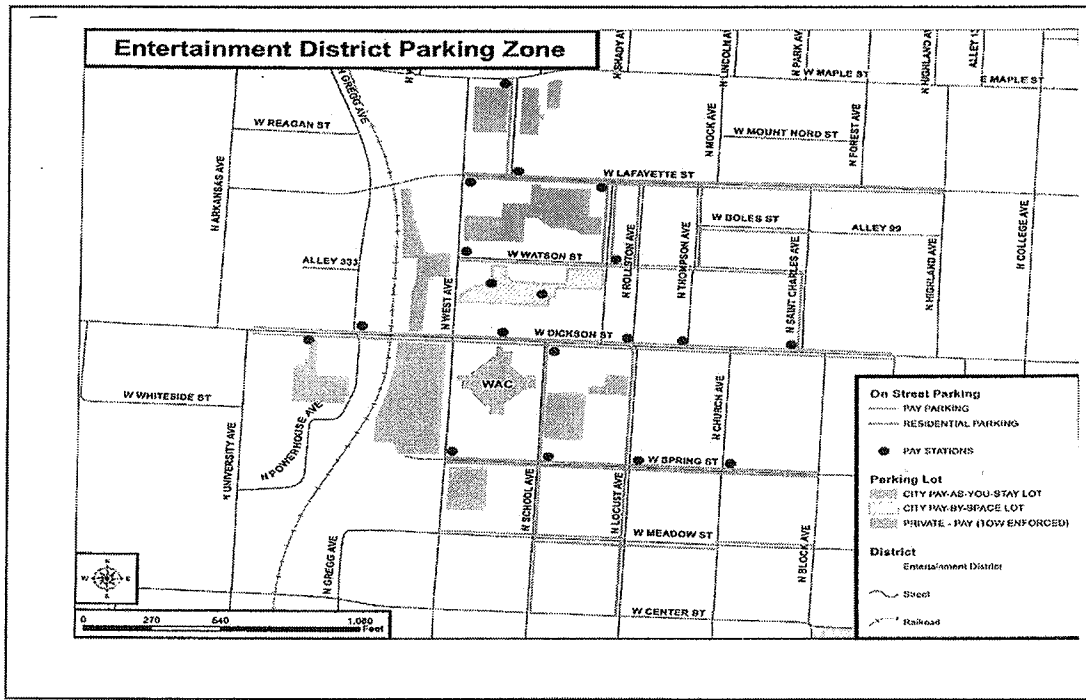
By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



THE CITY OF FAYETTEVILLE, ARKANSAS

EXHIBIT A



Outside Boundaries of the Entertainment District Parking Zone:

1. North Boundary: Up to but not including W. Maple Street
2. East Boundary: Up to and including N. Highland Ave.
3. South Boundary: Up to but not including W. Center Street
4. West Boundary: Up to but not including N. University Ave.
5. Thompson Ave. from Lafayette Street to Watson Street

On-Street Pay Parking in the Entertainment District Parking Zone:

1. N. Vandeventer Ave.
2. W. Lafayette Street
3. N. Campbell Ave.
4. W. Watson Street
5. N. St. Charles Street
6. W. Dickson Street
7. N. School Ave.
8. N. Locust Ave. between 225 N. Locust and Dickson Street
9. W. Spring Street

Pay Parking Lots in the Entertainment District Parking Zone:

1. Lot 50 – Northwest corner of West Ave. and Dickson St. (251 N. West Ave.)
2. Lot 56 – Southeast corner of West Ave. and Spring Street
3. Lot 60 – 246 N. School Ave.
4. Lot 55 – Southwest corner of Watson St. and Campbell Ave. (320 W. Watson Ave.)

2010 PARKING REVENUE PROJECTIONS ENTERTAINMENT DISTRICT PARKING PROGRAM

			Citation Revenue 7 days/week 7am - 10pm MT 7am - 2am WTF 9am - 2am Sat 1pm - 9pm Sun 112 hours/week Avg. \$275/space	Parking Fee Revenue 300 days/year 16 hours/day \$0.50/hr + \$1.00/hr 50% capacity City Lots = 100% Revenue		
Parking Lots	Location	Number of Spaces				
Lot 50 - City owned	West of WAC	293	\$80,575	\$351,600		
Lot 55 - City owned	Behind Brew Pub	105	\$28,875	\$126,000		
Lot 56 - City owned	South of Grubs	65	\$17,875	\$78,000		
Lot 60 - City owned	East of WAC	58	\$15,950	\$69,600		
On-Street Spaces	Entertainment District	210	\$57,750	\$252,000		
	Less Sales Tax 9.25%			-\$81,141		
Total Revenues:		731	\$201,025	\$796,059	Annualized Recurring	2010 Remaining 6 Months
Total Expenses:		\$700,000 Equipment		Recurring Exp.	\$587,063	\$402,433 *
Net Revenues:					\$410,021	\$96,109

* Includes Startup Costs of \$109,500

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

3

5/4/2010

City Council Meeting Date
Agenda Items Only

Sharon Crosson

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

An Ordinance to amend Chapter 72 Parking Regulations of The Fayetteville Code to enact a Pay Parking Program and establish parking meter rates in the Entertainment District Parking Zone.

Cost of this request	\$ -	Entertainment Dist. Parking Program
(multiple)	Category / Project Budget	Program Category / Project Name
Account Number	\$ -	(multiple)
	Funds Used to Date	Program / Project Category Name
Project Number	\$ -	Off-Street Parking
	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Timothy G. Gully
Department Director

4-16-10
Date

Previous Ordinance or Resolution #

Original Contract Date:

Kevin J. Kellum
City Attorney

April 22, 2010
Date

Original Contract Number:

Paul A. Baker
Finance and Internal Services Director

4-22-2010
Date

Received in City
Clerk's Office

ENTERED
4-16-10

King

Don Man
Chief of Staff

4-22-10
Date

Received in
Mayor's Office

ENTERED
4/22/10

Frederick Jordan
Mayor

4/26/10
Date

Comments:

Left on Second Reading at the 5/18/10 CC Mtg.
Left on First Reading at the 5/11/10 CC Mtg.

Revised January 15, 2009



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Director of Transportation

From: Sharon Crosson, Parking and Telecom Manager

Date: April 16, 2010, 2010

Subject: An Ordinance to Amend Chapter 72 Parking Regulations of The Fayetteville Code to Enact a Pay Parking Program in the Entertainment District Parking Zone

PROPOSAL:

City staff is recommends the approval of an ordinance to enact a pay parking program, referred to as the ***Entertainment District Parking Program***. The Entertainment District Parking Program encompasses the area as shown in **Exhibit A** and referred to as the ***Entertainment District Parking Zone***.

RECOMMENDATION:

This purpose of this program is to address the parking needs of the local merchants, visitors, employees and residents of Dickson Street and surrounding areas by implementing a pay parking program in the public parking lots and on-street spaces within the district. Every Section of this program is referring completely to the areas within the boundaries defined as the ***Entertainment District Parking Zone***. The program is designed to improve parking services in the Entertainment District and surrounding areas and achieve this goal by instituting pay parking in public facilities that are currently free, protecting adjacent neighborhoods from parking infiltration, develop an improved mechanism of enforcement for privately owned lots, which would eliminate towing and immobilization as their primary means of enforcement. The ***Entertainment District Parking Program*** will also provide a revenue source for generating funds to support the construction of a parking deck in the district.

BUDGET IMPACT:

Implementation of this program will generate a projected \$997,084.00 in annual revenues. Recurring annual expenses will be \$120,415.00 which includes staffing and operational expenses. Annual equipment lease is \$177,648.00. An allocation to the Walton Arts Center will be considered and a percentage allocation will be escrowed for a future parking deck.

THE CITY OF FAYETTEVILLE, ARKANSAS

Meter Fees & Times; Public On-Street Parking including Public Lots 50, 55, 56, 60

Parking rates for on-street parking spaces and public parking spaces in Lots 50, 55, 56 and 60 shall be set at the following rates and times:

Monday through Friday

- 2:00am to 10:00 am – Free
- 10:00am to 5:00pm - \$0.50/hour, \$3.00 max.
- 5:00pm to 2:00am the following day – \$1.00/hour, \$5.00 max.

Saturday

- 2:00am to 10:00am – Free
- 10:00am to 6:00pm - \$0.50/hour, \$3.00 max.
- 6:00pm to 2:00am the following day – \$1.00/hour, \$5.00 max.

Sunday

- 2:00am to 1:00pm – Free
- 1:00pm to 6:00pm - \$0.50/hour
- 6:00pm to 2:00am the following day – \$1.00/hour, \$5.00 max.

Entertainment District Employee Parking Program

Debit cards may be utilized by Entertainment District Employees that will provide a **ninety percent (90%)** discount on the current parking rate while parked in any designated discounted space. If an employee chooses to park on the prime spaces not designated for discounted parking, then their debit card shall be charged the full parking rate. The discounted parking spaces shall be determined by the Parking Manager as the needs of the public changes in the district.

The “Employee Parking Cards” may be obtained at the Parking Management Division and loaded as a pre-paid card or attached to the employee’s credit card. Employers that wish to provide parking benefits for their employees may also acquire and add funds to their employees’ cards. Merchants may also choose this option for providing parking benefits for their customers and/or members. These cards can be programmed to operate at specific areas as well.

Entertainment District Monthly Parking Permits

Monthly parkers will be allowed to park based on their parking privileges as programmed in the system server. Monthly parkers will access parking using Proximity Access Cards that are authorized for use on the system server based on the monthly parker pre-payment of monthly parker fees. Monthly parkers will drive into the entry or exit lanes causing the Proximity Card Reader to arm and read a properly presented and valid Proximity Access Card. A properly presented and valid card will cause the entry or exit gate to open allowing one vehicle to enter or exit the parking facility. Each lane will be fitted with a telephone based intercom to provide customer service in the event of an emergency. The designated parking spaces valid with a monthly parking permit shall be determined by the Parking Manager as the needs of the public changes in the district.

The parking fee for a parking permit is \$35.00 per month and is valid from 7:00am until 4:00pm and only on weekdays, Monday through Friday, excluding national holidays.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE

Handed out at
the City Council
Meeting 6-01-10
B.3

C. 3
Amend Ordinance No. 5356
Page 19 of 38



LEGAL DEPARTMENT

TO: City Council

FROM: Kit Williams, City Attorney

A handwritten signature of Kit Williams, the City Attorney, written in dark ink.

DATE: June 1, 2010

RE: Mayor's Proposed Amendments to the Parking Meters and Electronic Payment Stations Ordinance

Mayor Jordan asked me to draft the two following amendments to the **Parking Meters and Electronic Payment Stations Ordinance**.

§72.58 (H) (4) Motorcycle and motor scooter parking in specially designated motorcycle/motor scooter paid parking spaces.

The above parking rates for normal, passenger car sized paid parking spaces shall be reduced by 50% for all specially designated motorcycle/motor scooter paid parking spaces. All motorcycles and motor scooters will have to pay the normal full rate if parked within a normal, passenger car sized parking space.

(M) The Mayor is empowered by proclamation and issuance of a special event permit to assign any or all city owned paid parking lots and specifically designated or all on-street paid parking spaces within the Entertainment District Parking Zone for the use of a permitted special event or other necessary reason for not more than sixteen (16) days per calendar year.

Attached is the full ordinance with the proposed amendments in place.

Existing Law

FAYETTEVILLE CODE OF ORDINANCES TITLE VII TRAFFIC CODE

loading of materials, in any place marked as a freight curb loading zone during hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed 30 minutes.

(Code 1965, §§119-132, 119-133; Ord. No. 1447, 6-7-65; Code 1991, §72.31)

Cross reference(s)--Penalty, §72.99.

72.32 Designation Of Bus Stops And Taxicab Stands; Use Of Such Locations

- (A) The traffic superintendent is hereby authorized to establish bus stops, bus stands, taxicab stands and stands for other passenger common-carrier motor vehicles on the public streets in such places as he shall determine to be of the greatest benefit and convenience to the public, such bus stops, bus stands, taxicab stands or other stands so established shall be designated by appropriate signs where deemed by the traffic superintendent as necessary.
- (B) The following rules shall govern the stopping, standing and parking of buses and taxicabs:
- (1) The operator of a bus shall enter a bus stop, bus stand or passenger loading zone or other location where passengers are normally discharged or picked up in such manner that the bus, when stopped to load or unload passengers or baggage, shall be in a position as close to the curb as possible, so as not to impede unduly the movement of other vehicular traffic.
 - (2) The operator of a taxicab shall not stand or park such vehicle upon any street at any place other than in a taxicab stand designated by the traffic superintendent. This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in the expeditious unloading or loading of passengers.
- (C) No person shall stop, stand or park a vehicle other than a bus in a bus stop or other than a taxicab in a taxicab stand when such stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading and unloading passengers when such stopping does not interfere

with any bus or taxicab waiting to enter or about to enter such zone.

(Code 1965, §§19-134--19-136; Ord. No. 1447, 6-7-65; Ord. No. 2745, 8-4-81; Code 1991, §72.32)

Cross reference(s)--Penalty, §72.99.

72.33 Hotel Loading Zones

The traffic superintendent shall establish and mark hotel zones to be used solely for the loading and unloading of passengers and baggage. Standing or parking in such hotel zones shall be limited to 15 minutes and no person shall park a vehicle in a hotel zone except for the purpose of taking and discharging passengers and baggage destined for such hotel.

(Code 1965, §19-137; Ord. No. 1447, 6-7-65; Code 1991, §72.33)

Cross reference(s)--Penalty, §72.99.

72.34 Parking Signs Or Curb Markings Required

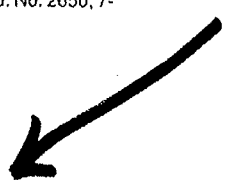
Whenever, by any provision of this chapter, a parking time limit is imposed or parking is prohibited on any street or part of street, it shall be the duty of the traffic superintendent to erect appropriate signs or to paint appropriate curb markings on such street or part of street giving notice thereof, and no such regulations shall be effective unless such signs are erected or such curb markings are painted and in place on the side or sides of the street or part of street when parking time is limited or prohibited at the time of any alleged offense.

(Code 1965, §19-138; Ord. No. 1447, 6-7-65; Ord. No. 2650, 7-15-80; Code 1991, §72-34)

Cross reference(s)--Penalty, §72.99.

72.35-72.49 Reserved

ARTICLE III PARKING METERS



72.50 Definitions

For the purpose of this article the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Operator. Every individual shall operate a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or any person who is in actual physical control of a vehicle.

Park or parking. The standing of a vehicle, whether

FAYETTEVILLE CODE OF ORDINANCES
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occupied or not, otherwise than temporarily for the purpose of, and while actually engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs or signals or an involuntary stopping of the vehicle by reason of causes beyond the control of the operator of the vehicle.

Parking meter. Portions of streets within which the parking of vehicles are controlled, regulated, and inspected with the aid of timing devices or meters, herein referred to as "parking meters" or "meters".

Parking meter facility. Any real estate (except any public street, avenue, road, alley, or highway not specifically described herein) owned, leased, or operated by the city, upon which parking meters are installed and in operation for the use of vehicles.

Parking meter space. Any space within a parking meter facility or parking meter zone adjacent to a parking meter and which is duly designated and marked for the parking of a vehicle in accord with this article.

Parking meter zones. Portions of streets described and established by the City Council as zones within which the parking of vehicles shall be controlled, regulated, and inspected with the aid of timing devices or meters, herein referred to as "parking meters" or "meters".

Vehicle. Any device in, upon or by which any person or property is or may be transported upon a street, except a device which is operated upon rails or tracks.

(Code 1965, §19-51; Ord. No. 931, 2-23-48; Ord. No. 1083, 6-6-55; Ord. No. 4222, 2-15-00; Code 1991, §72.50)

**72.51 Presumption As To Unlawful
Parking In Metered Space**

The indication on the parking meter that time has expired shall be presumptive evidence, as to a parked vehicle then found in the parking space regulated by such parking meter, that the owner or driver failed to deposit or cause to be deposited the required coin or coins in the meter and the indication by such meter of a "violation" shall be presumptive evidence of unlawful parking.

(Code 1965, §19-152; Ord. No. 931, 2-23-48; Ord. No. 1083, 6-6-55; Code 1991, §72.51)

72.52 Purpose Of Deposit Requirement

The coins required to be deposited in parking meters by this article are for the purpose of regulating parking and to cover part of the cost of such necessary regulation for the convenience and protection of the public.

(Code 1965, §19-153; Ord. No. 931, 2-23-48; Ord. No. 1083, 6-6-55; Code 1991, §72.52)

72.53 Depositing Slugs Prohibited

It shall be unlawful for any person to deposit or cause to be deposited in any parking meter installed under this article any slug, device or substitute for a coin of the United States of America.

(Code 1965, §19-154; Ord. No. 931, 2-23-48; Ord. No. 1083, 6-6-55; Code 1991, §72.53)

Cross reference(s)--Penalty, §72.99.

72.54 Tampering With Meters Prohibited

It shall be unlawful for any person to deface, injure, tamper with, willfully break, destroy or impair the usefulness of, or to open without lawful authority, any parking meter installed in accord with this article.

(Code 1965, §19-155; Ord. No. 931, 2-23-48; Ord. No. 1083, 6-6-55; Code 1991, §72.54)

Cross reference(s)--Penalty, §72.99.

72.55 Collections From Meters

The mayor shall assign or cause to be assigned a competent person to make collections of deposits from parking meters installed under this article. Such collections shall be delivered to the city controller and deposited to the credit of the city.

(Code 1965, §19-156; Ord. No. 931, 2-23-48; Ord. No. 1082, 6-6-55; Ord. No. 1083, 6-6-55; Code 1991, §72.55)

72.56 Loading Zones Not Prohibited

Nothing in this article shall be construed as prohibiting the city from providing for bus stops and taxicab stands and for other matters of similar nature, including the loading or unloading of trucks, vans or other commercial vehicles.

(Code 1965, §19-157; Ord. No. 931, 2-23-48; Ord. No. 1083, 6-6-55; Code 1991, §72.56)

72.57 Parking Meter Zones

(A) The mayor, or his duly authorized representative, is hereby authorized to describe, establish and alter parking meter zones.

(B) Parking meters shall be installed not more than two feet from the curb nor more than four feet from the front line of the parking space. Spaces shall be marked out as individual parking meter spaces for vehicles and kept clearly marked at all times. No parking meter authorized herein shall be so

FAYETTEVILLE CODE OF ORDINANCES
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installed or a parking space so established that it will obstruct the convenient egress and ingress to any property butting on any street.

- (C) Each parking meter installed under this section, shall be set to operate upon the deposit therein of the prescribed coin or coins for the period of time prescribed as parking time limits in subsection (F) below. Each of such meters shall be so arranged so as to show or display a signal, which shall clearly indicate whether the time limit during which parking in that space is permitted has expired.
- (D) Any person parking a vehicle within a parking meter zone established by this section shall park the same wholly within the lines of the parking space marked as provided in subsection (B), and it shall be unlawful for any person to park or leave a vehicle in any such zone, unless it is wholly within such space. Where the parking meters are placed in front of parking spaces, the radiator shall be as near as possible to the parking meter controlling the space, and where the parking meters are placed alongside the parking spaces, the front fender or front wheels of the vehicle shall be as near as possible to the parking meter controlling the space.
- (E) Except in a period of emergency determined by an officer of a fire company or of the police department, or except in compliance with the directions of a police officer or traffic control signal, when any vehicle shall be parked in a space regulated by a parking meter installed under this subsection, between the hours of 8:00 a.m. and 6:00 p.m., on any day except Sunday and public holidays, the owner, operator or driver of such vehicle shall, upon entering such parking space, immediately deposit in the parking meter regulating such space one or more coins of the United States of America designated in subsection (F) below. The failure to deposit such proper coin or coins shall be deemed a violation of this section.
- (F) Any vehicle parking or standing in any parking meter space within a zone established by this section may lawfully occupy such space for one hour or less by paying the same rate as established in §72.58(H), Parking lot fees, (1) short term metered spaces.
- (1) Upon the expiration of the legal parking time as above prescribed, it shall be the duty of the owner or driver of the vehicle forthwith to remove the vehicle from the parking space, and it shall be unlawful for any person to cause, allow, permit, or suffer any such vehicle

driven by him or registered in his name to be parked or standing overtime or remain therein beyond the parking time limit prescribed by this section. It shall likewise be unlawful for any person to permit a vehicle driven by him/her or registered in his name to remain or be placed in any parking space alongside of or next to which any parking meter is placed while the parking meter is displaying a signal showing that the time for which the privilege to park in such space has been granted has expired, without making the deposit required in this section.

- (2) Each hour or portion thereof that a vehicle is parked overtime in violation of this section shall constitute a separate offense.
- (3) This section shall not be applicable on days or during hours in which subsection (E) above does not require the deposit of a coin in the parking meter.

(Code 1965, §§19-169--19-173; Ord. No. 931, 2-23-48; Ord. No. 1196, 4-6-59; Ord. No. 1775, 12-21-70; Ord. No. 2403, 12-6-77; Ord. No. 2410, 1-16-78; Ord. No. 2616, 4-1-80; Ord. No. 2769, 11-3-81; Ord. No. 4222, 2-15-00; Code 1991, §72.57)

Cross reference(s)--Penalty, §72.99.

**72.58 Off-Street Parking Meter Facilities;
Rates For City Garage**

- (A) *Established.* The following named and described real estate lying within the corporate limits of the city is hereby established as and shall constitute parking meter facilities:
- (1) Lots 8 to 15, inclusive, in Block 26 of the original plat of the city, including an alley 10 feet in width and running in an east and west direction and adjoining the southern boundary of Lots 12 to 15, inclusive, and the northern boundary of Lots 8 to 11 inclusive.
- (2) Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 30, in the town (now city), as designated upon the original plat of said town.
- (3) Lot 9A and a part of Lot 10, in Block 29, of the original plat of the city.
- (4) Part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 16 North, Range 30 West, described as follows: Beginning at a point 84 feet south and 25 feet east of the northwest corner of the said 40-

FAYETTEVILLE CODE OF ORDINANCES
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- acre tract, and running thence south 178 feet; thence east 70.3 feet; thence north 178 feet; thence west 70.3 feet to the point of beginning.
- (5) A part of Block 7, of the original plat of the city, more particularly described as beginning at a point 13 feet and two inches south of the northwest corner of said Block 7, running thence east 50 feet; thence south 267 feet to the point of beginning.
- (6) Lots 7, 8, 9 and 10 of Block 17 in the town (now city) as designated upon the original plat of said town.
- (7) Lots 8, 9 and 10 of Block 13 in the town (now city) as designated upon the original plat of said town.
- (8) Lots 1, 2, Lot 3, less 52.53 feet of equal and uniform width off the south side thereof, and Lot 12, less 50 feet of equal and uniform width off the south side thereof of Block 13 in the town (now city) as designated upon the original plat of said town.
- (9) Part of Block 25, in the town (now city) as designated upon the original plat of said town, and more particularly described as follows: Beginning at the northeast corner of Lot 1 in said Block 25, thence west 42 feet; thence south 49.3 feet; thence west 58 feet; thence south 58.7 feet to the center of a platted alley; thence east 100 feet; thence north 107 feet to the point of beginning.
- (10) Part of Block 15, in the original plat of the city, described as follows: Beginning at a point 127 feet west of the northeast corner of Block 15 and running thence south 206 feet to the north line of a 12-foot alley; thence west 177 feet to the east line of an alley; thence north 90 feet; thence east 22 feet; thence north 116 feet to the south line of Meadow Street; thence east 17 feet; thence south 27 feet; thence east 20 feet; thence north 27 feet to the south line of Meadow Street; thence east 118 feet to the point of beginning.
- (11) Lots numbered 12 and 13 in Block 30 of the original town (now city).
- (B) *Definitions.* For the purpose of this section "public off-street automobile parking facilities" are defined as accommodations procured or provided, or both, by public authority for the parking of motor vehicle off the street or highway, and open to public use with or without charge. Parking facilities may consist of lots, garages, or other structures and accessories; they may be surfaced facilities or facilities above or below ground.
- (C) *Marking of parking spaces.* The mayor is hereby authorized to mark off individual parking spaces in the parking meter facilities established by this section, such parking spaces to be designated by lines painted or durably marked on the curbing or otherwise.
- (D) *Installation, location, mechanical requirements, and maintenance of meters.* In the parking meter facilities established by this article, the mayor shall cause parking meters to be installed upon the curb immediately adjacent to the parking spaces marked in accord with subsection (C) above, such installation to be placed not more than two feet from the curb or concrete islands as provided, from the front line of the parking space as indicated, and the mayor shall be responsible for the regulation, control, operation, maintenance, and use of such parking meters. Each parking meter installed shall indicate by proper legend the legal parking time established by the city and, when operated, shall at all times indicate the balance of legal parking time, and at the expiration of such period shall indicate illegal or overtime parking.
- (E) *Vehicles to be parked entirely within parking spaces.* At each space marked off in accord with subsection (C) above, it shall be unlawful for any person to park any vehicle across any lines or markings of such space or in such position that the vehicle shall not be entirely within the area designated by such lines or markings.
- (F) *Deposit of coin required.*
- (1) Except in a period of emergency determined by an officer of the fire or police departments, or in compliance with the directions of a police officer or traffic control sign or signal, when any vehicle is parked in any parking space alongside or next to which a parking meter is located in accord with this section, the operator of such vehicle shall, upon entering the parking meter space, immediately deposit or cause to be deposited in the meter such proper coin of the United States as is required for such parking meter and is designated by proper directions on the meter, and when required by the directions on the meter, the operator of such vehicle, after the deposit of the proper coin or coins, shall also set in operation the timing mechanism on such meter in accordance with directions properly appearing thereon. Failure to deposit such proper coin, and to set the timing mechanism

FAYETTEVILLE CODE OF ORDINANCES
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in operation when so required, shall constitute a violation of this section. Upon the deposit of such coin (and the setting of the timing mechanism in operation when so required) the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed; provided that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit a coin so long as his occupancy of the space does not exceed the indicated unused parking time.

- (2) This section shall apply every day between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and legal holidays.

(G) *Deposit of coin required at gated lot.* It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked in a gated off-street parking lot without the usage fee prescribed by subsection (H) below having first been deposited.

(H) *Parking lot fees.* The following off-street parking rates are hereby established:

- (1) Short-term metered spaces (gray capped meters) - \$0.25 per hour;
- (2) Long-term metered spaces (red capped meters) - \$0.15 per hour;
- (3) Gated lots (per space) - \$30.00 per month;
- (4) Long-term parking permits (hang tags) for use at long term meters only - \$30.00 per month;

(I) *Rates for parking in city parking garages.*

- (1) City parking garage on Meadow Street:
 - (a) First level (covered),
\$45.00 per space/per month, or not more than \$4.00 per visit if entry not restricted.
 - (b) Second level (covered),
\$45.00 per space/per month.
 - (c) Third level (not covered),
\$30.00 per space/per month, or not more than \$3.00 per visit if entry not restricted.

- (2) Parking garages built or purchased after January 1, 2000, including the Town Center,

shall be rented at a market rate not to exceed a uniform fee of \$70.00 per month/per space.

- (3) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked in any city parking garage without paying the parking fees prescribed above.

(J) *Overtime parking.*

- (1) If any vehicle remains parked in any parking space in a parking meter facility established by this section beyond the parking time limit set for such parking space, and if the meter indicates such illegal parking, then, and in that event, such vehicle shall be considered as parking overtime and beyond the period of legal parking time, and such parking shall be deemed a violation of this section. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked overtime, or beyond the period of legal parking time established for any parking meter facility as herein described, or to deposit in any parking meter any coin for the purpose of parking beyond the maximum legal parking time for the particular parking meter space or to permit any such vehicle to remain or to be placed in any parking space adjacent to any parking meter while the meter is displaying a signal indicating that the vehicle occupying such space has already been parked beyond the period prescribed for such parking space.

- (2) Each additional hour or fraction thereof that a vehicle is parked in violation of this section shall constitute a separate offense.

- (3) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle operated by him or registered in his name to be parked in a gated off-street parking lot for more than 24 continuous hours. Each additional hour or fraction thereof that a vehicle is parked in violation of this section shall constitute a separate offense.

(K) *One-way traffic.*

- (1) The mayor is hereby authorized to determine and designate specific lanes upon the real estate described in subsection (A) above upon which vehicular traffic shall proceed in one direction only and shall cause to be placed appropriate markings, signs, barriers, or other

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

devices to give notice thereof. The mayor shall cause to be erected signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the centerline of the roadway.

- (2) When signs indicating the direction of traffic are erected and maintained in accord with subsection (1) above, vehicular traffic shall move only in the indicated direction, and it shall be unlawful for any person to operate any vehicle in violation of the markings, signs, barriers, or other devices placed in accordance with subsection (1) above.
- (L) *Immobilization of illegally parked motor vehicle.*
 - (1) *Immobilization authorized.* Employees of the traffic division and officers of the police department are hereby authorized to temporarily immobilize any vehicle which is parked in violation of any provision of this chapter and whose owner has been cited for violating these parking regulations at least twice in the preceding thirty days or has outstanding fines and costs from previous parking violations due and owing.
 - (2) *Post-deprivation hearing.* When any vehicle is immobilized under the provisions of this section, the owner or operator shall have the right to a post-deprivation administrative hearing by filing a written request for such a hearing with the mayor.
 - (3) *Conduct of hearing.*
 - (a) A hearing shall be conducted before a hearing officer designated by the mayor and shall be held within 24 hours from receipt of a written demand therefor, unless the right to a speedy hearing is waived in writing. Saturdays, Sundays, and city holidays are to be excluded from calculating said 24-hour period. The hearing officer shall not be the person who directed the impounding and storage of the vehicle. The sole issue before the hearing officer shall be whether there was probable cause to immobilize the vehicle in question.
 - (b) The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person demanding the hearing shall carry the burden of establishing that such person has the right

to possession of the vehicle. The city shall carry the burden of establishing that there was probable cause to immobilize the vehicle in question. At the conclusion of the hearing, the hearing officer shall prepare a written decision. A copy of such decision shall be provided to the person demanding the hearing and to the registered owner of the vehicle. The hearing officer's decision shall in no way affect any criminal proceeding in connection with the immobilization. The decision of the hearing officer shall be final. Failure to request a post-immobilization hearing within three days from the date of immobilization, or failure to attend a scheduled post-immobilization hearing shall be deemed a waiver of the right to such hearing; and, the police department shall be authorized to have the vehicle towed to and stored at a safe place designated as an official police garage by the chief of police. The owner or operator of the vehicle shall be liable for all towing and storage fees.

- (4) *Decision of hearing officer.*
 - (a) The hearing officer shall only determine whether there was probable cause to immobilize the vehicle. If the hearing officer determines that there was no probable cause, the hearing officer shall prepare and date a certificate of no probable cause, a copy of which shall be given to the registered owner of the vehicle or his agent and to the police department and traffic division. Upon receipt of the owner's copy of such certificate, an employee of the traffic division or an officer of the police department shall remove the immobilization device from the vehicle.
 - (b) If the hearing officer determines that there was probable cause for immobilizing the vehicle, the registered owner, or his agent, may obtain removal of the immobilization device by posting a bond in a reasonable amount specified by the district court. The amount of said bond shall be not less than a sum equivalent to the cumulative total of applicable fines, court costs, towing fees and storage fees. Upon presentation of a receipt evidencing the posting of said bond, an employee of the traffic division or an officer of the police department shall remove the

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

immobilization device from the vehicle.

(Code 1965, §§19-185--19-195; Ord. No. 1083, 6-6-55; Ord. No. 1197, 4-6-59; Ord. No. 1231, 1-25-60; Ord. No. 1242, 8-8-60; Ord. No. 1576, 11-6-67; Ord. No. 1802, 6-21-71; Ord. No. 1866, 6-5-72; Ord. No. 2613, 3-18-80; Ord. No. 2769, 11-3-81; Ord. No. 2815, 6-15-82; Ord. No. 2875, 11-23-82; Ord. No. 2914, 4-19-83; Ord. No. 2939, 9-12-83; Ord. No. 3995, §1, 9-17-96; Ord. No. 4222, 2-15-00; Code 1991, §72.58; Ord. No. 4889, 06-20-06)

Cross reference(s)--Penalty, §72.99.

72.59-72.98 Reserved

72.99 Penalties

- (A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be fined as set forth in §10.99.
- (B) The penalty for each violation of §§72.13, 72.57 or 72.58(J) shall be \$5.00, if paid before the issuance of a summons, citation, or arrest warrant; otherwise, the penalty for each violation of §§72.13, 72.57, 72.58(J) shall be \$25.00; provided the penalty for each violation of §§72.13, 72.57, or 72.58(J) in excess of five parking violations in any calendar month shall be \$25.00 if paid before the issuance of a summons, citation, or arrest warrant; otherwise, the penalty for each violation of §§72.13, 72.57, or 72.58(J) in excess of five parking violations in any calendar month shall be \$50.00.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE

Handed out at the City Council Meeting
5/4/2010
C. 3
Amend Ordinance No. 5356
Page 27 of 38

City Council Agenda
C. 5



Amend Chapter 72 Electronic Payment Station Program
LEGAL DEPARTMENT

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

CC: **Don Marr**, Chief of Staff
Sondra Smith, City Clerk
Terry Gulley, Transportation Services Director

FROM: **Kit Williams**, City Attorney

DATE: **May 4, 2010**

RE: **Correction to item #5 Parking Meters and Electronic Payment Stations ordinance, Section 8 and Section 6**

In Section 8 of the enacting ordinance and subsection (H)(3) (a) Sunday, the time for \$.50 per hour should read:

“(a) 1:00 p.m. until 6:00 p.m. – \$.50 per hour” rather than “1:00 p.m. until 5:00 p.m.” as presented in your packet.

I will read the correct language when the ordinance is placed upon its first reading.

Also, Section 6 of the enacting ordinance should add the following to the end of the sentence: “or as directed by the Mayor.” The Parking Division currently takes the cash deposits directly to the bank. I recommend additional accounting procedures for the vastly increased (estimated) parking revenues and the handling of electronic payments. These procedures should primarily be decided by the Mayor’s administration and will certainly be reviewed by our outside auditing firm (BKD) as well as our Internal Auditor and the citizens’ Audit Committee.

I will read Section 6 as follows during the ordinance's initial reading:

“The Parking Manager shall collect all deposits or electronic transactions from parking meters and electronic payment stations installed under this article and deliver them to the Accounting Department or as directed by the Mayor.”

Attached are the two pages (8 and 10) of your packet which have been corrected. I want to thank Terry Gulley who spotted these problems and informed me so we could correct them before placing the ordinance on its first reading.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.54 **Tampering with Meters Prohibited** by repealing it in its entirety and enacting a replacement § 72.54 **Tampering with Meters or Electronic Payment Stations Prohibited**.

"It shall be unlawful for any person to deface, injure, tamper with, willfully break, destroy or impair the usefulness of, or to open without lawful authority, any parking meter or electronic pay station installed in accord with this article."

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 72.55 **Collections from Meters** by repealing it in its entirety and enacting a replacement § 72.55 **Collections from Meters and Electronic Payment Stations**.

"The Parking Manager shall collect all deposits or electronic transactions from parking meters and electronic payment stations installed under this article and deliver them to the Accounting Department or as directed by the Mayor."

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.57 **Parking Meter Zones** by repealing subsection (E) and subsection (F) in their entirety and enacting replacement subsections as shown below:

"§72.57(E) *Regulated hours for parking meters.*

(1) Within the Entertainment District Parking Zone between the hours of 10 a.m. until 2:00 a.m. Monday - Saturday and 1:00 p.m. until 2:00 a.m. on Sunday a.m. the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit sufficient money as required in §72.58(H), in the parking meter.

(2) Outside the Entertainment District Parking Zone between the hours of 8:00 a.m. until 6:00 p.m. Monday - Friday (except City holidays), the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit sufficient money as required in §72.58(G) in the parking meter.

"(F) *Unlawful to leave vehicle parked in excess of allowed time.*

"Upon the expiration of the legal parking time paid for and allowed pursuant to this chapter during the period that paid

(b) 5:00 p.m. until 2:00 a.m. the following day - \$1.00 per hour with a maximum charge of \$5.00

(c) 2:00 a.m. until 10:00 a.m. - free parking

(2) Saturday

(a) 10:00 a.m. until 6:00 p.m. - \$.50 per hour with a maximum charge of \$3.00

(b) 6:00 p.m. until 2:00 a.m. the following day - \$1.00 per hour with maximum charge of \$5.00

(c) 2:00 a.m. until 10:00 p.m. - free parking

(3) Sunday

(a) 1:00 p.m. until 6:00 p.m. - \$.50 per hour

(b) 6:00 p.m. until 2:00 a.m. the following day - \$1.00 per hour with a maximum charge of \$5.00

(c) 2:00 a.m. until 1:00 p.m. - free parking

(4) Monthly daytime parking permits (Proximity Access Cards) for gated parking lots in the Entertainment District Parking Zone.

Persons desiring to purchase monthly access to and parking within gated lots in the Entertainment District Parking Zone between the hours of 10:00 a.m. and 4:00 p.m. on weekdays (excluding holidays) may purchase a Proximity Access Card for \$35.00. Any Proximity Access Card holder shall be required to pay normal hourly parking fees for any parking within the lot beyond 4:00 p.m. Special events authorized by the Mayor that require use of the gated parking lot will supersede the rights of monthly parkers during such event.

RECEIVED

MAY 14 2010

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

May 10, 2010

Dear Fayetteville City Aldermen,

As a Dickson St. business owner, I have been regularly attending meetings regarding the paid parking issues on The Square and The Dickson St. Entertainment District. I feel compelled to voice my concerns on this issue.

Over the past month or so, I have been talking to many of my customers as well as employees and other business owners about the paid parking proposal. The consensus has been overwhelmingly negative. While parking remains an issue, most have said that paying to park will not only decrease their visits to these areas but will also limit the amount of time they spend when they do come out. Most have said they think daytime parking meters are understandable but any amount at night would be unreasonable when there are other places to go. EVERYONE has said that \$1.00 per hour is absurd and paying on the weekends will keep them away completely. Visitors to NWA love the small town feel. With so many options; retail, restaurants, night life, etc, paying for parking is what they expect in major cities and metropolitan areas, not in a small town where businesses are not even allowed to use signs of their choice or hang banners to draw in business.

The economy is tight and all of us are feeling the crunch. Business has slowed down for everyone and several businesses have had to close their doors. I have heard there a couple trying to get out of leases so they can move away from the "Entertainment" District due to the possibility of decreased business caused by the pay parking. Yes, new ones will come in behind them, but how long will they survive? With the high rents (due to demand), who will be able to continue to pay rent, taxes, utilities etc. when the customers leave? I don't believe a loss of businesses and customers and half full lots will generate the kind of income you are hoping to receive from this proposal. Charging for parking is not the answer. There must be a better alternative. I believe most businesses would be willing to have a one cent tax increase if it were allocated towards a (free) parking deck and they could keep their customers OR perhaps some of the tax dollars we are already being charged could be allocated for this. Perhaps the priority for these taxes could be the parking deck. And by the way, where is this parking facility going to be built?

I have also heard from residents and visitors alike, Fayetteville is not as inviting as it was once upon a time. The current two hour parking already limits the time people will spend shopping or dining. What other city would penalize customers for wanting to spend their money with local businesses? Now you are asking for more? Not to mention evenings and weekends? You will be driving our customers, local and visiting, to Benton County shops and restaurants. Why? We won't need a parking facility in a few years, Dickson St and The Square will become the ghost town it was years ago when there were parking meters everywhere. Those meters were taken out to encourage people to come back. When the Walton Art Center moved in, businesses cleaned up and more moved in. These areas (The Square and Dickson St.) that were once dead are now what Fayetteville is known for. Unfortunately, there was no forethought in allowing more businesses to move in when there was already a parking problem. Our customers, residents and businesses should not pay the price for the lack of planning on the city's part.

Different rates for different City parking lots will be very confusing and unfair. Again, why are we going back to something that didn't work before. How many businesses left the square before somebody thought we might need to re-think things. Two hour parking meters are still inconvenient for those who want to stop for lunch, shop, get a hair cut...it is a pain to keep feeding the meters. Many leave and spend their money elsewhere. Might still be in Fayetteville but could easily be Benton

*Handed out at the City
Council Meeting 6/1/10 B.3.*

Unfinished Business Amend Chapter 72

*(Electronic
Payment
Station
Program)*

Top 50 North American Cities Average First Hour Parking Rates

Century City, CA	\$16.00	Cleveland, OH	\$6.00
Brooklyn, NY	\$15.00	Minneapolis, MN	\$5.75
Boston, MA	\$14.25	Jersey City, NJ	\$5.75
New York City, NY	\$13.00	Fort Worth, TX	\$5.75
Los Angeles, CA	\$12.25	Nashville, TN	\$5.50
Chicago, IL	\$12.25	Denver, CO	\$5.50
Pittsburgh, PA	\$10.50	Dallas, TX	\$5.25
Toronto, ON	\$9.50	London, ON	\$5.00
San Francisco, CA	\$9.25	New Orleans, LA	\$5.00
Long Beach, CA	\$9.00	El Paso, TX	\$5.00
Washington DC	\$8.50	Marina Del Rey, CA	\$4.75
Philadelphia, PA	\$8.50	Irvine, CA	\$4.75
Seattle, WA	\$8.25	Honolulu, HI	\$4.75
Indianapolis, IN	\$8.25	Charlotte, NC	\$4.75
Detroit, MI	\$8.25	Vancouver, BC	\$4.50
Calgary, AB	\$8.00	San Jose, CA	\$4.50
San Diego, CA	\$8.00	San Antonio, TX	\$4.50
Miami, FL	\$8.00	Phoenix, AZ	\$4.50
Austin, TX	\$8.00	Atlanta, GA	\$4.50
Baltimore, MD	\$7.75	Tulsa, OK	\$4.00
St. Louis, MO	\$7.50	Springfield, MO	\$4.00
Queens, NY	\$7.50	Salt Lake City, UT	\$4.00
Beverly Hills, CA	\$7.50	Milwaukee, WI	\$4.00
Ottawa, ON	\$6.50	Bellvue, WA	\$4.00
Houston, TX	\$6.50	Arlington, VA	\$4.00
Santa Monica, CA	\$6.00		
Average First Hour Rate in U.S.: \$ 4.36			
Average 12-Hour Rate U.S.: \$12.51			



www.accessfayetteville.org

Comparative Rates with Other Cities

Eureka Springs, AR	\$0.50 - \$2.00/hr	\$3.00 - \$9.00max
Hot Springs, AR	\$0.50/hr	No max – 8 hr time limit
River Market (L. Rock)	\$0.50 - \$1.00/hr	\$3.00 - \$5.00/max
Little Rock, AR	\$1.00/hr	No max
Springfield, MO	\$4.00 first hour	\$5.00 - \$10.00/max
Columbia, MO	\$0.50/hr	No max
Columbia, SC	\$0.50 - \$1.00/hr	\$10.00/max
Memphis, TN	\$1.00 - \$2.00/hr	\$5.00 - \$6.00max
Knoxville, TN	\$1.00/hr	\$5.00 - \$7.00/max
Tulsa, OK	\$0.50 - \$1.00/hr (\$2.00 1 st hour)	\$3.50 - \$5.00/max
Stillwater, OK	\$1.00/hr	\$8.00/max
Norman, OK	\$1.00/hr	\$15.00/day
Oklahoma City, OK	\$1.00 - \$2.00/hr	No max
Auburn, AL	\$0.25 - \$1.00/hr	No max
Baton Rouge, LA	\$0.50/hr	No max
Gainesville, FL	\$1.00/hr	\$5.00 - \$6.00/max
Athens, GA	\$0.50/hr	2 hour time limit
Austin, TX	\$1.00/hr	No max
Lincoln, NE	\$1.00/hr	\$6.00/max



www.accessfayetteville.org

Comparative Rates with Local Private Lots

Fayetteville Depot	\$0.50 - \$2.00/hr	No max
Univ. Baptist Church	\$0.25 - \$2.00/hr	No max
Behind Bakery Bldg.	\$2.00/hr	No max
Underwood's Deck	\$2.00/hr	\$5.00/max
Mountain St. Lot	\$2.00/hr	\$5.00/max



www.accessfayetteville.org

RECEIVED

JUN 24 2010

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

NORTHWEST ARKANSAS NEWSPAPERS_{LLC}

Northwest Arkansas Democrat Gazette
The Morning News of Springdale
The Morning News of Rogers
Northwest Arkansas Times
Benton County Daily Record

212 North East Avenue, Fayetteville Arkansas 72701/ PO Box 1607, 72702
PHONE: 479-571-6421

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am Legal Clerk of the Northwest Arkansas Newspapers LLC. Printed and published in Benton County, (Lowell), Arkansas and that from my own personal knowledge and reference to the files of said publication, the advertisement of: City of Fayetteville -Ordinance 5324

June 10, 2010

Publication Charge : \$ 363.16

Signed: Cathy Wiles

Subscribed and sworn to before me
This 15 day of June, 2010.

Notary Public Jim Mears

My Commission Expires:

Jim Mears
Washington County
Commission Number 12374647
Notary Public - Arkansas
My Commission Expires Jan. 20, 2020

Do not pay from Affidavit, an invoice will be sent

ORDINANCE NO. 5324

AN ORDINANCE TO AMEND ARTICLE III PARKING METERS OF CHAPTER 72 PARKING REGULATIONS BY CHANGING ITS NAME AND ADDING PROVISIONS FOR AN ELECTRONIC PAYMENT STATION PROGRAM FOR PAID PARKING LOTS AND PAID ON-STREET PARKING AND FOR OTHER REASONS

Fayetteville
ARKANSAS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Article III: **Parking Meters of Chapter 72 Parking Regulations** by renaming Article III **Parking Meters and Electronic Payment Stations** and adding the following definitions to §72.50 Definitions:

"Electronic Payment Stations": A place where a person who has parked his vehicle in a Entertainment District Parking Zone paid parking space or lot may pay the appropriate fee for the paid parking space.

"Employee Parking Card": A card issued by the Parking Division for use only by employees of businesses operating in the Entertainment District Parking Zone which may be discounted by the Mayor up to 90% of normal parking rates for certain paid parking spaces within the Zone.

"Entertainment District Parking Zone": The area depicted on the map and described on Exhibit A attached to this enacting ordinance.

"Proximity Access Card": A card issued by the Parking Division for a monthly fee that allows the user to access and use gated parking lots in the Entertainment District Parking Zone on weekdays from 7:00 a.m. until 4:00 p.m.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.51 **Presumption As To Unlawful Parking in Metered Space** by repealing it in its entirety and enacting a replacement §72.51 **Presumption As To Unlawful Parking in Metered Space and Paid Parking Space or Lot Serviced By An Electronic Payment Station.**

"The indication on the parking meter or within the Electronic Payment Station System that the paid for time has expired shall be presumptive evidence, as to the parked vehicle then found in the parking space or paid parking lot regulated by such parking meter or the Electronic Payment Station System, that the owner or driver has failed to pay for all the parking used in such space or lot which shall be presumptive evidence of the violation of unlawful parking."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.52 **Purpose of Deposit Requirement** by repealing it in its entirety and enacting a replacement §72.52 **Purpose of Deposit or Electronic Payment Requirement.**

"The coins required to be deposited in parking meters or the electronic payment required to be made at electronic payment stations by this article are for the purpose of regulating parking, to cover part of the cost of such necessary regulation for the convenience and protection of the public, to accumulate revenues to use for the construction of additional parking facilities including parking decks, and to provide operating revenue for the Walton Arts Center."

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.53 **Depositing Slugs Prohibited** by repealing it in its entirety and enacting a replacement §72.53 **Depositing Slugs or Making Simulated Electronic Payment Prohibited.**

"(A) It shall be unlawful for any person to deposit or cause to be deposited in any parking meter installed under this article any slug, device or substitute for a coin of the United States of America.

"(B) It shall be unlawful for any person to simulate an electronic payment at any electronic payment station installed under this article by any means."

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.54 **Tampering with Meters Prohibited** by repealing it in its entirety and enacting a replacement §72.54 **Tampering with Meters or Electronic Payment Stations Prohibited.**

"It shall be unlawful for any person to deface, injure, tamper with, willfully break, destroy or impair the usefulness of, or to open without lawful authority, any parking meter or electronic payment station installed in accord with this article."

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 72.55 **Collections from Meters** by repealing it in its entirety and enacting a replacement § 72.55 **Collections from Meters and Electronic Payment Stations.**

"The Parking Manager shall collect all deposits or electronic transactions from parking meters and electronic payment stations installed under this article and deliver them to the Accounting Department or as directed by the Mayor."

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.57 **Parking Meter Zones** by repealing subsection (E) and subsection (F) in their entireties and enacting replacement subsections as shown below:

"§72.57

(E) Regulated hours for parking meters.

"(1) Within the Entertainment District Parking Zone between the hours of 10 a.m. until 2:00 a.m. Monday -Saturday and 1:00 p.m. until 2:00 a.m. on Sunday, the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit sufficient money as required in §72.58(H), in the parking meter.

"(2) Outside the Entertainment District Parking Zone between the hours of 8:00 a.m. until 6:00 p.m. Monday-Friday (except City holidays), the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit sufficient money as required in §72.58(G) in the parking meter.

"(F) **Unlawful to leave vehicle parked in excess of allowed time.** "Upon the expiration of the legal parking time paid for and allowed pursuant to this chapter during the period that paid parking is required, it is unlawful for the owner or driver to leave the vehicle in the parking space. Violation of such overtime parking shall be punished pursuant to §72.99."

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.58 **Off-Street Parking Meter Facilities; Rates for City Garage** by renaming the section **Off-Street parking Facilities; Rules and Rates** and by repealing subsections (G), (H) and (J) in their entireties and enacting replacement subsections (G), (H) and (J) and a new subsection (M) as shown below:

"(G) **Gated parking lots, parking decks and parking meters outside the Entertainment Parking District Zone.** For all the parking lots identified in subsection (A) and all parking meters outside the Entertainment Parking District Zone.

The following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or parking lots:

(1) Long-term metered spaces (red-capped parking meters)-\$.15 per hour.

(2) All other parking meters-\$.25 per hour.

(3) Gated lot (per space)-\$30.00 per month.

(4) Long-term parking permits (hang tags) for use only at long-term (red-capped) meters-\$30.00 per month.

(5) City Parking Deck at Meadow Street-\$45.00 per month for first and second levels, \$30.00 per month for third level, plus single day usage fee of not more than \$4.00 if space is available.

(6) Town Center Parking Deck-not more than \$70.00 per month nor more than \$4.00 per day if space is available.

(H) **City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone.**

For Parking Lots 50, 55, 56 and 60 and all paid on-street parking spaces within the Entertainment District Parking Zone, the following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or lots:

(1) Monday through Friday

(a) 10:00 a.m. until 5:00 p.m.-\$.50 per hour with a maximum charge of \$3.00

(b) 5:00 p.m. until 2:00 a.m. the following day-\$1.00 per hour with a maximum charge of \$5.00

(c) 2:00 a.m. until 10:00 a.m.-free parking

(2) Saturday

(a) 10:00 a.m. until 6:00 p.m.-\$.50 per hour with a maximum charge of \$3.00

(b) 6:00 p.m. until 2:00 a.m. the following day-\$1.00 per hour with maximum charge of \$5.00

(c) 2:00 a.m. until 10:00 a.m.-free parking

(3) Sunday
(a) 1:00 p.m. until 6:00 p.m. - \$5.00 per hour
(b) 6:00 p.m. until 2:00 a.m. the following day - \$1.00 per hour with a maximum charge of \$5.00
(c) 2:00 a.m. until 1:00 p.m. - free parking
(4) Motorcycle and motor scooter parking in specially designated motorcycle/motor scooter paid parking spaces.
The above parking rates for normal, passenger car sized paid parking spaces shall be reduced by 50% for all specially designated motorcycle/motor scooter paid parking spaces. All motorcycles and motor scooters will have to pay the normal full rate if parked within a normal, passenger car sized parking space.
(5) Monthly daytime parking permits (Proximity Access Cards) for gated parking lots in the Entertainment District Parking Zone.
Persons desiring to purchase monthly access to and parking within gated lots in the Entertainment District Parking Zone between the hours of 7:00 a.m. and 4:00 p.m. on week-days (excluding holidays) may purchase a Proximity Access Card for \$35.00. Any Proximity Access Card holder shall be required to pay normal hourly parking fees for any parking within the lot beyond 4:00 p.m. Special events authorized by the Mayor that require use of the gated parking lot will supersede the rights of monthly parkers during such event.
(6) Discounted parking rates for employees (Employee Parking Cards) in order to assist employees working in the Entertainment District Parking Zone, the Mayor is authorized to sell and issue Employee Parking Cards that can be used for certain more distant parking spaces at a highly discounted rate of up to 90% off the normal parking rate.
(7) Overtime parking.
(1) If any vehicle remains parked in any metered parking space or within a paid parking lot beyond the period paid for such parking, the owner or operator of such vehicle shall be guilty of overtime parking and be subject to the punishment specified in §72.99.
(2) It is unlawful for any person to cause, allow or permit any vehicle owned or operated by said person to be parked in a gated city lot for more than 24 continuous hours. Any such illegally parked vehicle is subject to the provisions of §72.99 and to nonconsensual towing at the owner's expense who shall have post-deprivation hearing rights as set forth in subsection (4).
(M) The Mayor is empowered by proclamation and issuance of a special event permit to assign any or all city owned paid parking lots and specifically designated or all on-street paid parking spaces within the Entertainment District Parking Zone for the use of a permitted special event or other necessary reason for not more than sixteen (16) days per calendar year.
PASSED and APPROVED this 1st day of June, 2010:
APPROVED: _____ ATTEST:
By: _____ By: _____
LIONEL D. JORDAN, Mayor SONDRÉ E. SMITH, City Clerk/Treasurer
Exhibits for this ordinance may be viewed in the office of the City Clerk/Treasurer.

City of Fayetteville Staff Review Form

C. 4

Amend §72.18 Residential Parking
Permit Program for the Entertainment
District Parking Zone
Page 1 of 12

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Sharon Waters

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

An Ordinance to amend Chapter 72 Parking Regulations of The Fayetteville Code to change the designation of certain streets for residential use and mixed-use in the Entertainment District Parking Zone; to amend the start time of the restricted parking in the Residential Parking Zones to 2:00pm on Sundays.

Cost of this request

Category / Project Budget

Residential Parking Program

Program Category / Project Name

Account Number

Funds Used to Date

Entertainment District Parking Prgm

Program / Project Category Name

Project Number

Remaining Balance

Parking Management

Fund Name

Budgeted Item

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Finance and Internal Services Director

Date

Original Contract Number:

Chief of Staff

Date

Mayor

Date

Received in City
Clerk's Office

11-19-10 P03:51 RCVD

Received in
Mayor's Office

ENTERED
11/24/10
PFF

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Director of Transportation *TGG*

From: Sharon Waters, Parking and Telecom Manager *SW*

Date: November 19, 2010

Subject: An Ordinance to Amend Chapter 72 Parking Regulations of The Fayetteville Code to Change The Designation of Streets for Residential Use and Mixed-Use; and to Change the Start Time for the Residential Program in the Entertainment District Parking Zone to 2:00pm on Sundays

PROPOSAL:

City staff is recommends the approval of an ordinance to amend the designation of certain streets in the Entertainment District Parking Zone for residential only Use and mixed-use areas. The ordinance will also amend the start time to 2:00pm on Sundays for the Residential Parking Program in the Entertainment District Parking Zone.

RECOMMENDATION:

The Residential Parking Program was originally adopted by City Council on June 1, 2010. Since then, staff has reviewed usage and demand of these spaces and recommends changing some of the streets to mixed-use. This will better utilize the demand and availability of these spaces for residents and visitors. The start time for restricted parking in the residential areas is 10:00am Monday through Saturday, and 1:00pm on Sunday. We recommend changing the start time on Sunday to 2:00pm to match the starting pay parking time on Sunday.

The following changes were made in the ***Residential Parking Zone North:***

- An additional block of Lafayette Ave. (from Rollston to Campbell) was changed from pay parking spaces to residential only spaces.

The following changes were made in the ***Residential Parking Zone South:***

- An additional block of Spring Street (from School Ave. to West Ave.) was changed from pay parking spaces to mixed-use spaces.
- Two blocks of School Ave. (from Spring St. to Center St.) were changed from pay parking spaces to mixed-use spaces.

BUDGET IMPACT:

The budget impact will be a potential impact of revenue lost from revenue generating spaces now being available for non-revenue residential parking use.

Number of Pay-by-Space Stalls

			Before	After
Dickson St.	Pay by Space	Prime	75	75
Lot 55	Pay by Space	Prime	104	104
Watson St.	Pay by Space	Prime	21	21
St. Charles	Pay by Space	Discount available	11	0
Powerhouse Drive	Pay by Space	Discount available	0	5
School Ave.	Pay by Space	Discount available	36	36
Spring St.*	Pay by Space	Discount available	73	73
Vandeventer Ave.	Pay by Space	Discount available	11	11
Lafayette St.	Pay by Space	Discount available	42	34
Lafayette St.	Residential	Residents and guests	50	58
Rollston Ave.	Residential	Residents and guests	7	7
Thompson Ave.	Residential	Residents and guests	2	2
Watson Ave.	Residential	Residents and guests	18	18
Boles Ave.	Residential	Residents and guests	11	11
Locust Ave.	Residential	Residents and guests	46	46
Meadow Ave.	Residential	Residents and guests	50	50
Total Number of Spaces			557	551

Pay by Space – Prime	200	200
Pay by Space – Employee discount available	170	170
Total Pay Spaces	370	370

Residential North Zone	88	96
Residential South Zone	96	96
(Additional mixed use spaces available for residents)	*56	*92
Total Residential Spaces	240	284

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §72.18 RESIDENTIAL PARKING PERMIT PROGRAM FOR THE ENTERTAINMENT DISTRICT PARKING ZONE OF THE FAYETTEVILLE CODE TO ALLOW ONE ADDITIONAL HOUR OF PUBLIC FREE PARKING (1:00 P.M. TO 2:00 P.M.) ON SUNDAYS AND TO ADOPT AN AMENDED RESIDENTIAL PARKING DISTRICT MAP CHANGING SOME PAID PARKING SPACES TO MIXED-USE OR RESIDENTIAL PERMIT ONLY SPACES

WHEREAS, the public free parking period in the Residential Parking Permit Zones should be extended on Sundays for an additional hour to end at 2:00 p.m.; and

WHEREAS, the paid parking spaces along Lafayette Street from Rollston to Campbell should be changed to residential permit only; and

WHEREAS, the paid parking spaces along Spring Street from West Avenue to School Avenue should be changed to mixed-use spaces; and

WHEREAS, the paid parking spaces along School Avenue from Spring Street to Center Street should be changed to mixed-use spaces.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.18 **Residential Parking Permit Program for the Entertainment District Parking Zone** subsections (C) *Restricted parking periods* and (G) *Free public use of on-street parking* by changing the “1:00 p.m. on Sundays” to “2:00 p.m. on Sundays” in both sections.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby deletes the current Entertainment District Parking Zone map and adopts the new Entertainment District Parking Zone map attached as Exhibit A.

PASSED and **APPROVED** this 7th day of December, 2010.

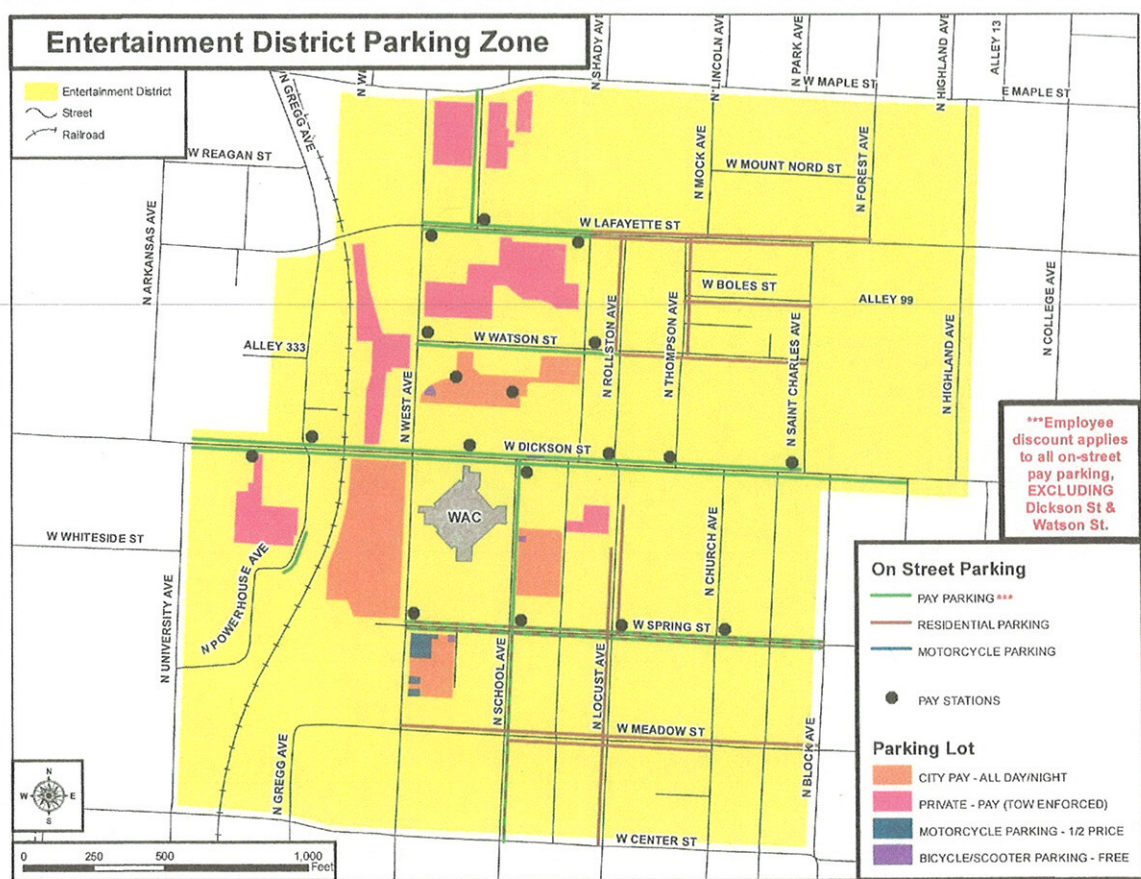
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT A



Residential Parking Zone North:

1. Lafayette Street from Campbell Ave. to Highland Ave.
2. Boles Street from Thompson Ave. to St. Charles Ave.
3. Watson Street from Rollston Ave. to St. Charles Ave.
4. Rollston Ave. from Lafayette Street to Watson Street
5. Thompson Ave. from Lafayette to Watson Street

Residential Parking Zone South:

1. Meadow Street from West Ave. to Block Ave.
2. Locust Ave. from Center Street to 221 N. Locust Ave.
3. * Mixed-use areas:
 - i. Spring Street from West Ave. to Block Ave.
 - ii. School Ave. from Spring Street to Center Street

* Mixed-use areas will be a combination of public parking and residential parking (with residential permit).

Current Ordinance showing
changes.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 72 PARKING REGULATIONS
BY ENACTING §72.18 RESIDENTIAL PARKING PERMIT PROGRAM
ENTERTAINMENT DISTRICT PARKING ZONE**

WHEREAS, the Downtown Master Plan encompassing the Entertainment District Parking Zone and general city policy encourages residential uses within this Entertainment District; and

WHEREAS, the change of several large city parking lots from free parking to paid parking is likely to cause increased congestion and on-street parking problems for residents of the Entertainment District Parking Zone; and

WHEREAS, some accommodation to relieve the increased congestion and on-street parking problems should be enacted protect the quality of residential life for these residents; and

WHEREAS, a Residential Parking Permit Program for residents of the Entertainment District can ease this congestion and loss of on-street parking availability for these residents.

**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 amends Chapter 72 **Parking Regulations** by enacting a new §72.18 **Residential Parking Permit Program for the Entertainment District Parking Zone** as shown below:

**“72.18 Residential Parking Permit Program for the Entertainment District Parking
Zone**

(A) *Applicability.* This Residential Parking Permit Program shall be applicable within the Entertainment District Parking Zone as shown and described on Exhibit A attached to the enacting ordinance. This parking zone will be further divided by Dickson Street into the North Zone for included residents living north of Dickson Street and the South Zone for included residents living south of Dickson Street.

(B) *Definitions.*

‘Resident’ means a natural person residing within a dwelling that the resident owns, leases or rents within the Entertainment District Parking Zone.

‘Registered vehicle’ means a motorized, validly state licensed and insured vehicle kept at the residence owned or leased by the resident within the Entertainment District Parking Zone. The Arkansas Vehicle Registration

Certificate for the vehicle should list the residence within the Entertainment District. The Parking Division may accept other reliable documentation of ownership or occupancy of a residence within the Zone to justify issuance of a residential parking permit for a resident's vehicle.

'Residential parking permit' means the currently valid permit issued by Parking Division of the Transportation Department of the City of Fayetteville which allows the resident to park the permitted resident's vehicle in an authorized on-street parking zone pursuant to the terms of this section.

'Guest pass' means the pass or authorization to park within the appropriate on-street parking zone pursuant to this section.

'Fuel efficient scooter or bicycle' means bicycles, gas powered scooters not exceeding 70 cubic centimeters and electric powered bicycles and scooters.

(C) *Restricted parking periods.* From ~~1:00 p.m.~~ **2:00 p.m.** on Sundays and 10:00 a.m. Monday through Saturday until 2:00 a.m. every day, designated on-street parking spaces within the Entertainment District Parking Zone North and South shall be restricted to properly permitted vehicles. The owner of any vehicle improperly parked during this period shall be subject to the penalties set forth in §72.99.

(D) *On-street parking restrictions for most vehicles in the Entertainment District Parking Zone.* Where designated by signs and as shown on the exhibits, only residents of the Entertainment District Parking Zone North shall be permitted to park their properly permitted vehicles in the designated on-street parking areas of the Residential Parking Zone North of Dickson Street during the restricted parking period. Where designated by signs and as shown on the exhibits, only residents of the Entertainment District Parking Zone South shall be permitted to park their properly permitted vehicles in the designated on-street parking areas of the Residential Parking Zone South of Dickson Street during the restricted parking period.

(E) *Special regulations for oversized vehicles, motorcycles, motor scooters and bicycles.* No vehicle that cannot fit within a standard on-street parking space may be parked on-street in the Entertainment District Parking Zone unless its owner or operator has obtained a special limited time and location permit pursuant to (1).

(1) An operator or owner of a moving van or other oversized vehicle that needs to park on-street in a designated area for a limited time to serve a residence, business or office within the Entertainment District Parking Zone may be issued a special,

limited time and location parking permit by the Parking Division.

(2) A resident of the Entertainment District Parking Zone who owns a motorcycle or motor scooter with over 70 cubic centimeters displacement may be issued a residential permit which shall allow free parking only in specially designed motorcycle/motor scooter on-street parking spaces and is prohibited from parking in standard on-street parking spaces reserved for residents' cars. Operators of motorcycles and motor scooters may park in paid parking spaces at the standard parking rate. No motorcycle nor any motor scooters may be parked on a sidewalk.

(3) Operators of fuel efficient scooters and bicycles may park for free in specially designated parking spaces, but must pay the standard parking rate if parked in a normal paid parking space. No bicycle may be parked on a sidewalk unless it is utilizing a permanently installed and permitted bicycle rack.

(F) *Mixed use on-street parking on Spring Street.* Fifty-nine on-street parking spaces on Spring Street shall be available to the public for paid parking and to residents of the Entertainment District Parking Zone South for properly permitted vehicles free of charge.

(G) *Free public use of on-street parking.* From 2:00 a.m. every day and until 10:00 a.m. Monday through Saturday and until ~~1:00 p.m.~~ **2:00 p.m.** on Sunday, all on-street parking spaces within the Entertainment District Parking Zone shall be free of charge and available to the public.

(H) *Temporary guest passes.* An Entertainment District Parking Zone resident may request the City to issue temporary guest passes for visitors to their residence. The Mayor or designee shall administer a guest pass program with the goal of accommodating the needs of both residents and businesses within the Entertainment District Parking Zone. Use of a guest pass in a manner not authorized by the guest pass program shall be a violation of this section for the vehicle's owner.

(I) *Residential parking permits may not be loaned, transferred, sold or used except on the designated registered vehicle.* Any resident who attempts to or does loan, transfer, sell or give a residential parking permit to another person or entity, or who facilitates the use of the permit obtained for his registered vehicle on a nonregistered vehicle shall, in addition to the general penalty provisions in this chapter, immediately forfeit all permits issued to the resident and the right to apply for any future permits for three years.

(J) *Penalty.* The owner of any vehicle parked in violation of any term or requirement of this section shall be guilty of a violation and shall be subject to the penalties set forth in §72.99.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals any ordinance or code section that is inconsistent or incompatible with this ordinance to the extent of such inconsistency or incompatibility.

PASSED and APPROVED this ~~1st day of June, 2010~~ **7th day of December, 2010.**

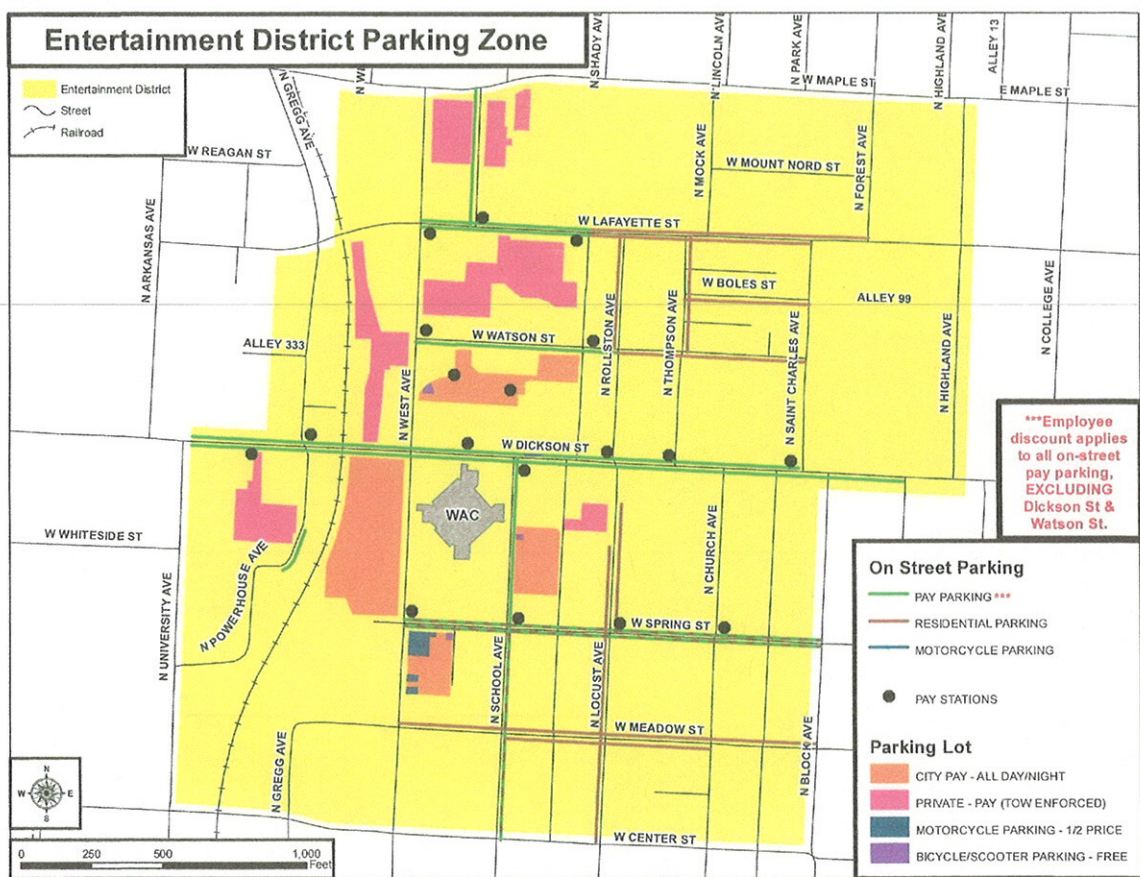
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT A



Residential Parking Zone North:

1. Lafayette Street from Rollston **Campbell** Ave. to Highland Ave.
2. Boles Street from Thompson Ave. to St. Charles Ave.
3. Watson Street from Rollston Ave. to St. Charles Ave.
4. Rollston Ave. from Lafayette Street to Watson Street
5. Thompson Ave. from Lafayette to Watson Street

Residential Parking Zone South:

1. Meadow Street from West Ave. to Block Ave.
2. Locust Ave. from Center Street to 221 N. Locust Ave.
3. * Mixed-use areas:
 - i. Spring Street from School Ave. **West** Ave. to Block Ave.
 - ii. **School** Ave. from Spring Street to Center Street

* Mixed-use areas will be a combination of public parking and residential parking (with **residential** permit).

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

- (5) Name, address (including physical address of storage lot), and telephone number of towing and storage firm authorized to tow vehicles from this private lot.

(Ord. 5322, 6-1-10)

72.72 Regulations Of Towing And Storage Companies

- (A) *Valid licenses required.* Any towing and storage company operating anywhere in the City of Fayetteville must be in full compliance with all state and local license requirements, A.C.A. §27-50-1101, the Fayetteville Code, and be in good standing with the Arkansas Towing and Recovery Board.
- (B) *Allowed charges for nonconsensual towing and storage.* Within the Entertainment District Parking Zone, no Towing and Storage Company may charge a nonconsensually towed vehicle's owner/driver more than \$60.00 if the vehicle is towed from a 'Paid Parking Lot', \$80.00 if the vehicle is towed from a 'Customers Only' or 'Residents Only' Parking Lot, and \$100.00 if the vehicle is towed from private property not classified as a 'Paid Parking Lot' or 'Customers Only' or 'Residents Only' Parking Lot. In addition, the towing and storage company may charge up to \$10.00 per day for storage beginning twelve hours after the nonconsensually towed vehicle is placed in the storage lot and available to be reclaimed by its owner or driver. The maximum \$100.00 towing fee and \$10.00 per day storage fee for a nonconsensual tow from private property that is not police initiated is applicable everywhere within the entire city limits. The above fees are the total amount that can be charged to the owner/operator. No administrative, special equipment or other fee can be charged to the owner/operator of the vehicle.
- (C) *Payments by owner/operator for towing and storage charges.* The towing and storage company must accept valid credit and debit cards for payment of towing and storage fees and may accept any other form of payment.
- (D) *Location of storage yard.* The towing and storage company may not charge mileage or transportation fees for towing the vehicle to its storage lot which must either be located within Fayetteville or not more than eight miles from the place from which the vehicle was towed.

- (E) *Company must answer telephone.* The towing and storage company shall answer every telephone call for the number displayed upon the Nonconsensual Towing Warning Sign during every 12 hour period immediately after a vehicle has been towed if such vehicle remains in the towing and storage company's possession

(Ord. 5322, 6-1-10)

72.73-72.98 Reserved

72.99 Penalties

- (A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be fined as set forth in §10.99.
- (B) The penalty for each violation of §72.13, 72.57 or 72.58(J) shall be \$10.00, if paid before the issuance of a summons, citation, or arrest warrant; otherwise, the penalty for each violation of §72.13, 72.57, or 72.58(J) shall be \$35.00; provided the penalty for each violation of §72.13, 72.57, or 72.58(J) for a second offense committed within 12 months of the first offense shall be \$15.00 if paid before the issuance of a summons, citation, or arrest warrant; otherwise the penalty for each violation of §72.13, 72.57, or 72.58(J) shall be \$40.00; provided the penalty for each violation of §72.13, 72.57, or 72.58(J) for a third or subsequent offense committed within 12 months of two previous offenses shall be \$25.00 if paid before the issuance of a summons, citation, or arrest warrant; otherwise the penalty for each violation of §72.13, 72.57, or 72.58(J) shall be \$50.00.
- (C) Parking citations for overtime parking may not be written for the same vehicle in the same space more than three times per day.

(Ord. 5325, 6-1-10)

City of Fayetteville Staff Review Form

C. 5
Amend §72.50 & §72.58
Page 1 of 8

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

12/7/2010

City Council Meeting Date
Agenda Items Only

Sharon Waters

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

An Ordinance to amend Chapter 72 Parking Regulations of The Fayetteville Code to change the start time, maximum day rate and designation of certain streets for pay parking in the Entertainment District Parking Zone; to eliminate the Monthly Daytime Parking Permits for the Gated Lots in the Entertainment District Parking Zone.

\$ 80,000.00

Cost of this request

\$ -

Category / Project Budget

Entertainment Dist. Parking Program

Program Category / Project Name

2130-0913 (multiple revenue)

Account Number

\$ -

Funds Used to Date

Entertainment Dist. Parking Program

Program / Project Category Name

\$ -

Remaining Balance

Parking Management

Fund Name

Budgeted Item

Budget Adjustment Attached

Ty 2 Hulby
Department Director

11-19-10
Date

Previous Ordinance or Resolution #

K. R. R.
City Attorney

11-22-2010
Date

Original Contract Date:

Original Contract Number:

Maisha Hesterbeck
Finance and Internal Services Director

11/23/10
Date

Received in City
Clerk's Office

11-19-10P03:51 RCVD

UJK

Jim Mann
Chief of Staff

11/23/10
Date

Received in
Mayor's Office

ENTERED
10/23/10
PK

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Director of Transportation *TG*

From: Sharon Waters, Parking and Telecom Manager *SW*

Date: November 19, 2010

Subject: An Ordinance to Amend Chapter 72 Parking Regulations of The Fayetteville Code to Change The Start Time, Max Day Rate, and Designation of Certain Streets for Pay Parking in the Entertainment District Parking Zone; to Eliminate the Monthly Daytime Parking Permits For the Gated Lots in the Entertainment District Parking Zone

PROPOSAL:

City staff recommends the approval of the following amendments to Chapter 72 **Parking Regulations:**

(1) Change the start time of the pay parking in the Entertainment District to 2:00pm daily; (2) Change the maximum daily rate in the Entertainment District to \$5.00 per day; (3) Change the designation of certain streets in the Entertainment District to pay or non-pay areas; (4) Eliminate the monthly daytime parking program in the gated lots (7am to 4pm weekdays).

RECOMMENDATION:

The Entertainment District Parking Program was originally adopted by City Council on June 1, 2010. On September 21, the Council passed an amendment to temporarily change the starting time for the pay program from 10:00am daily to 2:00pm daily.

After a 3-month review of the program, staff recommends the additional amendments to “tweak” the program to further improve parking convenience in the Entertainment District.

- Continue the Start Time for the Pay Parking to Start at 2:00pm Daily:
 - The impact of this change since October 1st has shown a 10% reduction in parking revenues. Staff recommends keeping this change due to the positive affect it has had on the businesses in the Entertainment District.
- Changed the Designation of Certain Streets in the Pay Parking Program:
 - We eliminated pay parking on St. Charles Ave. making it free all day and night. Campbell Ave. has no room for on-street parking so we removed its designation. We removed Locust Ave. as it is all residential only. We added Powerhouse Ave as there are 5 on-street spaces located here just off Dickson Street.

- Change the Maximum Daily Rate to \$5.00 (for all day and night):
 - The maximum parking rate was previously \$3.00 during the daytime and \$5.00 at night. With the change of the start time from 10:00am to 2:00pm, staff recommends removing the \$3.00 daytime max and just making the total max rate \$5.00 for all day and all night.
- Eliminate the Monthly Daytime Parking Program for the Gated Lots:
 - This program offered a program for daytime parkers to purchase a pass that would allow them to park in the gated lots from 7:00am to 4:00pm weekdays for a cost of \$35.00 per month. With the change of the start time for pay parking, it is far less expensive to pay \$0.50/hour (from 2pm to 4pm) to park in the gated lots, and not have to worry about leaving by 4:00pm. Staff recommends just eliminating this program. Since the program was adopted on June 1, we have had no applicants for this program.

BUDGET IMPACT:

The start time change from 10:00am to 2:00pm will reduce projected revenues by approximately \$80,000 per year.

[illegible]

New Meter Fees & Times; Public On-Street Parking including Public Lots (WAC Lot, South Lot, East Lot and North Lot):

Monday through Friday

- 2:00am to 2:00 pm – Free
- 2:00pm to 5:00pm - \$0.50/hour
- 5:00pm to 2:00am the following day – \$1.00/hour
- \$5.00 max all day/night

Saturday and Sunday

- 2:00am to 2:00pm – Free
- 2:00pm to 6:00pm - \$0.50/hour
- 6:00pm to 2:00am the following day
- \$5.00 max all day/night

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE III **PARKING METERS** OF CHAPTER 72 **PARKING REGULATIONS** OF THE FAYETTEVILLE CODE BY CHANGING THE PAID PARKING SPACE DESIGNATION OF CERTAIN STREETS, BY CHANGING THE MAXIMUM DAILY RATE FOR PAID PARKING TO \$5.00, BY ELIMINATING A MONTHLY PAID PARKING PROGRAM FOR GATED CITY LOTS AND FOR OTHER PURPOSES

WHEREAS, after several months' experience with the city's paid parking program, City Staff and Mayor Jordan recommend several minor adjustments to this program to better serve the residents, businesses and customers of the Entertainment District Parking Zone.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.50 **Definitions** by deleting "*Proximity Access Card*" and its definition.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.58 (H) *City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone* by repealing the initial language and subsection (1), (2), (3) and (5) in their entirety and enacting replacement subsections (1) and (2) as shown below and by adding "or Coupons" after "Employee Parking Cards" in subsection (6) which shall now be numbered (4):

"(H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone.

For parking in the WAC Lot, South Lot, East Lot, North Lot and all paid on-street parking spaces within the entertainment District Parking Zone, the following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or lots:

(1) Monday through Friday

(a) 2:00 p.m. until 5:00 p.m. -- \$.50 per hour

(b) 5:00 p.m. until 2:00 a.m. the following day -- \$1.00 per hour

(c) 2:00 a.m. until 2:00 p.m. – free parking

(d) 2:00 p.m. until 2:00 a.m. the following day – the owner or operator of any vehicle shall have the option to choose a maximum day rate of \$5.00

(2) Saturday and Sunday

(a) 2:00 p.m. until 6:00 p.m. -- \$.50 per hour

(b) 6:00 p.m. until 2:00 a.m. the following day -- \$1.00 per hour

(c) 2:00 a.m. until 2:00 p.m. – free parking

(d) 2:00 p.m. until 2:00 a.m. the following day – the owner or operator of any vehicle shall have the option to choose a maximum day rate of \$5.00

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby deletes the existing Entertainment District Parking Zone map and adopts the Entertainment District Parking Zone map attached as Exhibit A.

PASSED and **APPROVED** this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

1. **WAC Lot** – Northwest corner of West Ave. and Dickson St. (251 N. West Ave.)
2. **South Lot** – Southeast corner of West Ave. and Spring Street
3. **East Lot** – 246 N. School Ave.
4. **North Lot** – Southwest corner of Watson St. and Campbell Ave. (320 W. Watson Ave.)

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

located in accord with this section, the operator of such vehicle shall, upon entering the parking meter space, immediately deposit or cause to be deposited in the meter such proper coin of the United States as is required for such parking meter and is designated by proper directions on the meter, and when required by the directions on the meter, the operator of such vehicle, after the deposit of the proper coin or coins, shall also set in operation the timing mechanism on such meter in accordance with directions properly appearing thereon. Failure to deposit such proper coin, and to set the timing mechanism in operation when so required, shall constitute a violation of this section. Upon the deposit of such coin (and the setting of the timing mechanism in operation when so required) the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed; provided that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit a coin so long as his occupancy of the space does not exceed the indicated unused parking time.

- (2) This section shall apply every day between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and legal holidays.

- (G) *Gated parking lots, parking decks and parking meters outside the Entertainment District Zone.* For all the parking lots identified in subsection (A) and all parking meters outside the Entertainment District Zone.

The following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or parking lots:

- (1) Long-term metered spaces (red-capped parking meters) -- \$.15 per hour.
- (2) All other parking meters -- \$.25 per hour.
- (3) Gated lot (per space) -- \$30.00 per month.
- (4) Long-term parking permits (hang tags) for use only at long-term

(red-capped) meters -- \$30.00 per month.

- (5) City Parking Deck at Meadow Street -- \$45.00 per month for first and second levels, \$30.00 per month for third level, plus single day usage fee of not more than \$4.00 if space is available.

- (6) Town Center Parking Deck -- not more than \$70.00 per month nor more than \$4.00 per day if space is available.

- (H) *City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone.*

For Parking Lots 50, 55, 56 and 60 and all paid on-street parking spaces within the Entertainment District Parking Zone, the following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or lots:

- (1) Monday through Friday

- (a) 10:00 a.m. until 5:00 p.m. -- \$.50 per hour with a maximum charge of \$3.00

- (b) 5:00 p.m. until 2:00 a.m. the following day -- \$1.00 per hour with a maximum charge of \$5.00

- (c) 2:00 a.m. until 10:00 a.m. -- free parking

- (2) Saturday

- (a) 10:00 a.m. until 6:00 p.m. -- \$.50 per hour with a maximum charge of \$3.00

- (b) 6:00 p.m. until 2:00 a.m. the following day -- \$1.00 per hour with maximum charge of \$5.00

- (c) 2:00 a.m. until 10:00 a.m. -- free parking

- (3) Sunday

CD72:13

CURRENT LAW

Current Law

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

- (a) 1:00 p.m. until 6:00 p.m. –
\$.50 per hour
- (b) 6:00 p.m. until 2:00 a.m. the
following day – \$1.00 per
hour with a maximum
charge of \$5.00
- (c) 2:00 a.m. until 1:00 p.m. –
free parking
- (4) Motorcycle and motor scooter
parking in specially designated
motorcycle/motor scooter paid
parking spaces.

The above parking rates for normal,
passenger car sized paid parking
spaces shall be reduced by 50% for
all specially designated
motorcycle/motor scooter paid
parking spaces. All motorcycles and
motor scooters will have to pay the
normal full rate if parked within a
normal, passenger car sized parking
space.

- (5) Monthly daytime parking permits (Proximity
Access Cards) for gated parking lots in the
Entertainment District Parking Zone.

Persons desiring to purchase
monthly access to and parking
within gated lots in the Entertainment
District Parking Zone between the
hours of 7:00 a.m. and 4:00 p.m. on
weekdays (excluding holidays) may
purchase a Proximity Access Card
for \$35.00. Any Proximity Access
Card holder shall be required to pay
normal hourly parking fees for
any parking within the lot beyond
4:00 p.m. Special events authorized
by the Mayor that require use of the
gated parking lot will supersede the
rights of monthly parkers during such
event.

- (6) Discounted parking rates for employees.
(Employee Parking Cards) In order to assist
employees working in the Entertainment
District Parking Zone, the Mayor is authorized
to sell and issue Employee Parking Cards that
can be used for certain more distant parking
spaces at a highly discounted rate of up to
90% off the normal parking rate.

(I) Rates for parking in city parking garages.

- (1) City parking garage on Meadow Street:

- (a) First level (covered), \$50.00 per space/per
month, or not more than \$4.00 per visit if
entry not restricted.
- (b) Second level (covered), \$50.00 per
space/per month
- (c) Third level (not covered), \$30.00 per
space/per month, or not more than \$3.00
per visit if entry not restricted.

- (2) Parking garages built or purchased after
January 1, 2000, including the Town Center,
shall be rented at a market rate not to exceed
a uniform fee of \$70.00 per month/per space.

- (3) It shall be unlawful for any person to cause,
allow, permit or suffer any vehicle operated by
him or registered in his name to be parked in
any city parking garage without paying the
parking fees prescribed above.

(J) Overtime parking.

- (1) If any vehicle remains parked in any
metered parking space or within a
paid parking lot beyond the period
paid for such parking, the owner or
operator of such vehicle shall be
guilty of overtime parking and be
subject to the punishment specified
in §72.99.
- (2) It is unlawful for any person to cause, allow or
permit any vehicle owned or operated by said
person to be parked in a gated city lot
for more than 24 continuous hours. Any such
illegally parked vehicle is subject to the
provisions of §72.99 and to nonconsensual
towing at the owner's expense who shall have
post-deprivation hearing rights as set for in
subsection (L).

(K) One-way traffic.

- (1) The mayor is hereby authorized to determine
and designate specific lanes upon the real
estate described in subsection (A) above upon
which vehicular traffic shall proceed in one
direction only and shall cause to be placed
appropriate markings, signs, barriers, or other
devices to give notice thereof. The mayor
shall cause to be erected signs temporarily
designating lanes to be used by traffic moving
in a particular direction, regardless of the

City of Fayetteville Staff Review Form

C. 6
Amend §72.99 Penalties
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

12/7/2010

City Council Meeting Date
Agenda Items Only

Sharon Waters

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

An Ordinance to amend Chapter 72 Parking Regulations of The Fayetteville Code to change the fines and summons fees for overtime parking violations in the Entertainment District Parking Zone and Downtown Parking Zone to \$15.00 per violation.

_____	\$ _____ -	Entertainment Dist. Parking Program
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____ -	Parking Fines - Revenue
2130-0913-4500-00	Funds Used to Date	Program / Project Category Name
Account Number		
_____	\$ _____ -	Off-Street Parking
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Tony G. Hulley
Department Director

11-19-10
Date

Previous Ordinance or Resolution # _____

K. Ruff
City Attorney

11-22-2010
Date

Original Contract Date: _____

Original Contract Number: _____

Marsha Hertweele
Finance and Internal Services Director

11/23/10
Date

Received in City Clerk's Office 11-19-10 P03:51 RCVD

USB

Don Man
Chief of Staff

11/23/10
Date

Received in Mayor's Office



Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Director of Transportation *TG*

From: Sharon Waters, Parking and Telecom Manager *SW*

Date: November 19, 2010

Subject: An Ordinance to Amend Chapter 72 Parking Regulations of The Fayetteville Code to Change the Fines for Overtime Parking Violations in the Entertainment District Parking Zone and the Downtown Parking Zone

PROPOSAL:

City staff is recommends the approval of an ordinance to change the fines for overtime parking violations and summons fees in the Entertainment District Parking Zone and the Downtown Parking Zone.

RECOMMENDATION:

On June 1, 2010, the City Council amended the amounts to be charged for overtime parking to an escalating violation amount: \$10.00 for the 1st offense, \$15.00 for the second offense, and \$25.00 for every offense thereafter. Since then, staff has received numerous complaints about an escalating amount and recommends settling on a flat fee of \$15.00 per violation. This will be less confusing and more acceptable to the public, reduce the number of related complaints, and alleviate a complicated bookkeeping process for tracking these tickets.

Violation amounts are established in relation to the cost of the parking meter rate, and are set high enough with the intent to encourage the parker to pay appropriate fee for the use of the parking space. As the parking rates have been established for the Entertainment District and Downtown Parking Zones, the recommended violation amounts follow the general guidelines of this concept.

BUDGET IMPACT:

Revenues generated from the original amendment in June was estimated at \$313,975 per year. With this change, the projected additional revenue will now be \$204,083 per year.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §72.99 PENALTIES of Chapter 72 PARKING REGULATIONS TO SET THE FINE FOR OVERTIME PARKING AT \$15.00 AND TO LIMIT ISSUING A PARKING CITATION TO ONCE WITHIN A FOUR HOUR PERIOD

WHEREAS, rather than having an escalating fine for overtime parking tickets within a year (\$10.00 first; \$15.00 second, and \$25.00 third and thereafter), all parking fines should be \$15.00 if paid before issuance of a summons, citation, or arrest warrant and \$40.00 after such issuance; and

WHEREAS, this penalty provision should be clarified by adding a prohibition of writing a parking citation more than once within a four hour period to the existing limit of three parking tickets per day.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §72.99 **Penalties** (B) and (C) by repealing those subsections in their entirety and enacting a replacement §72.99 **Penalties** (B) and (C) as shown below:

“(B) The penalty for each violation of §§72.13, 72.57 or 72.58(J) shall be \$15.00, if paid before the issuance of a summons, citation or arrest warrant; otherwise, the penalty for each violation of §§72.13, 72.57 or 72.58(J) shall be \$40.00.

“(C) Parking citations for overtime parking may not be written for the same vehicle in the same space more than once every four (4) hour period and not more than three (3) times per day.”

PASSED and APPROVED this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE

- (5) Name, address (including physical address of storage lot), and telephone number of towing and storage firm authorized to tow vehicles from this private lot.

(Ord. 5322, 6-1-10)

72.72 Regulations Of Towing And Storage Companies

- (A) *Valid licenses required.* Any towing and storage company operating anywhere in the City of Fayetteville must be in full compliance with all state and local license requirements, A.C.A. §27-50-1101, the Fayetteville Code, and be in good standing with the Arkansas Towing and Recovery Board.
- (B) *Allowed charges for nonconsensual towing and storage.* Within the Entertainment District Parking Zone, no Towing and Storage Company may charge a nonconsensually towed vehicle's owner/driver more than \$60.00 if the vehicle is towed from a 'Paid Parking Lot', \$80.00 if the vehicle is towed from a 'Customers Only' or 'Residents Only' Parking Lot, and \$100.00 if the vehicle is towed from private property not classified as a 'Paid Parking Lot' or 'Customers Only' or 'Residents Only' Parking Lot. In addition, the towing and storage company may charge up to \$10.00 per day for storage beginning twelve hours after the nonconsensually towed vehicle is placed in the storage lot and available to be reclaimed by its owner or driver. The maximum \$100.00 towing fee and \$10.00 per day storage fee for a nonconsensual tow from private property that is not police initiated is applicable everywhere within the entire city limits. The above fees are the total amount that can be charged to the owner/operator. No administrative, special equipment or other fee can be charged to the owner/operator of the vehicle.
- (C) *Payments by owner/operator for towing and storage charges.* The towing and storage company must accept valid credit and debit cards for payment of towing and storage fees and may accept any other form of payment.
- (D) *Location of storage yard.* The towing and storage company may not charge mileage or transportation fees for towing the vehicle to its storage lot which must either be located within Fayetteville or not more than eight miles from the place from which the vehicle was towed.

- (E) *Company must answer telephone.* The towing and storage company shall answer every telephone call for the number displayed upon the Nonconsensual Towing Warning Sign during every 12 hour period immediately after a vehicle has been towed if such vehicle remains in the towing and storage company's possession

(Ord. 5322, 6-1-10)

72.73-72.98 Reserved

72.99 Penalties

- (A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be fined as set forth in §10.99.
- (B) The penalty for each violation of §72.13, 72.57 or 72.58(J) shall be \$10.00, if paid before the issuance of a summons, citation, or arrest warrant; otherwise, the penalty for each violation of §72.13, 72.57, or 72.58(J) shall be \$35.00; provided the penalty for each violation of §72.13, 72.57, or 72.58(J) for a second offense committed within 12 months of the first offense shall be \$15.00 if paid before the issuance of a summons, citation, or arrest warrant; otherwise the penalty for each violation of §72.13, 72.57, or 72.58(J) shall be \$40.00; provided the penalty for each violation of §72.13, 72.57, or 72.58(J) for a third or subsequent offense committed within 12 months of two previous offenses shall be \$25.00 if paid before the issuance of a summons, citation, or arrest warrant; otherwise the penalty for each violation of §72.13, 72.57, or 72.58(J) shall be \$50.00.
- (C) Parking citations for overtime parking may not be written for the same vehicle in the same space more than three times per day.

(Ord. 5325, 6-1-10)

↑
Current law

AGENDA REQUEST

FOR: COUNCIL MEETING OF DECEMBER 7, 2010

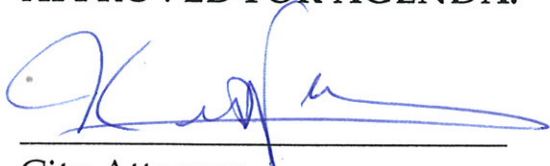
FROM:

KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Repeal The Direct Appeal To Circuit Court Provision Of §156.03(C)(6) **Flood Damage Prevention Code**

APPROVED FOR AGENDA:



City Attorney

Nov 8, 2010

Date



Chief of Staff

Nov. 8, 2010

Date



Mayor

11/8/10
Date

11-08-10P04:13 RCVD

King



TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney



DATE: **November 8, 2010**

RE: **Minor amendment to the Variance Chapter (156) of the Unified Development Code to allow appeal to the City Council.**

When the Flood Damage Prevention Code was enacted as Chapter 168 of the Unified Development Code, its variance provision was enacted into the Variance Chapter (156) of the U.D.C. The Flood Damage Prevention Code was a recommended uniform ordinance which the City needed to adopt for FEMA purposes. However, the variance section differs from all other development variance provisions decided by the Planning Commission by stating:

“Any person or persons aggrieved by the decision of the Planning Commission regarding a variance request may appeal such a decision in the courts of competent jurisdiction.”

All other variances decided by the Planning Commission can be appealed to the City Council by the owner or by an Alderman. {See §155.05(A)(1)(i)} I believe the quoted language should be repealed so that any variance request from the Flood Damage Prevention Code can also be appealed to the City Council before the applicant has to appeal to Circuit Court. Attached is my recommended Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL THE DIRECT APPEAL TO CIRCUIT COURT
PROVISION OF §156.03(C)(6) FLOOD DAMAGE PREVENTION CODE**

WHEREAS, §155.05 **Appeals from Planning Commission Decisions** provides for an appeal to the City Council for all variances of the UDC; and

WHEREAS, §156.03(C)(6) mistakenly prohibits such appeal to the City Council of a Planning Commission decision on a variance of the Flood Damage Prevention Code of the UDC.

**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 the second sentence of §156.03(C)(6) which states:

“Any person or persons aggrieved by the decision of the Planning Commission regarding a variance request may appeal such decision in the courts of competent jurisdiction.”

PASSED and **APPROVED** this 7th day of December, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

TITLE XV UNIFIED DEVELOPMENT CODE

- (b) *Findings.* The Planning Commission shall make findings indicating:
- (i) *Parking generated.* That the proposed use will not generate as much parking as required under the existing standard.
 - (ii) *Shared parking.* That shared parking facilities are available; or
 - (iii) *On-street parking.* That on-street parking can satisfy intermittent and occasional demands.
- (c) *Conditions.* All variances shall meet the conditions listed below:
- (i) *Downtown Core, Main Street Center, and Downtown General Districts.* Conditions for variances in Downtown Core, Main Street Center, and Downtown General Districts:
 - a. *In lieu fee.* An in lieu of \$1,200.00 for each on-site parking space shall be paid to the city. This money shall be held in an interest bearing account and shall be expended for public parking facilities within the district it is collected within 10 years from the date it is collected. If said money has not been so expended within 10 years of the date collected, said money, together with the interest thereon, shall be refunded to the person or entity who made the contribution; or
 - b. *Shared parking.* For any parking space which is proposed to be shared under the provision of §172.05(C). The applicant must present a signed agreement with the owner of the property. The agreement shall address the number of spaces required for both properties, the number of spaces available together with a site plan, and any other pertinent information, such as restrictions on sharing for certain days or hours.
- (5) *Tree preservation plan.* A developer may petition the Planning Commission for a variance from the requirements of Chapter 167, Tree Preservation and Protection, in those cases where their strict application would work an injustice as applied to the proposed development due to a situation unique to the subject real property; provided that such variance shall not have the effect of nullifying the intent and purpose of the chapter. The Planning Commission's approval of said variance must be affirmed by the City Council to become effective, and a denial of the requested variance may be appealed to the City Council.
- (6) *Flood Damage Prevention Code.* The Planning Commission shall hear and decide requests for variances from the requirement of this ordinance. Any person or persons aggrieved by the decision of the Planning Commission regarding a variance request may appeal such a decision in the courts of competent jurisdiction.
- (a) In passing upon such applications, the Planning Commission shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this ordinance.
 - (b) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed in the National Register of Historic Places, without regard to the procedures identified in the remainder of this ordinance. Variances may only be issued for such repair, or rehabilitation if strict enforcement of the ordinance would preclude the structure's continued designation as a historic structure, and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - (c) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (1) through (11) of §168.03(A) have been fully considered. As the lot size increases beyond half acre, the technical justification required for issuing the variance increases.
 - (d) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Fayetteville Code of Ordinances

- (e) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

- (f) Floodplain variances shall only be issued if:

- (i) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property, which do not apply generally to other property in the same flood zone;

- (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and,

- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with the other provisions of the Code of Fayetteville.

- (g) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the provisions of §168.03(A) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

- (h) Upon consideration of the factors in this section, and the purpose of this ordinance, the Planning Commission may impose conditions to the granting of floodplain variances as it deems necessary to further the purpose of this ordinance.

- (i) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the regulatory flood elevation surcharge and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. A copy of the notice shall be recorded by the floodplain administrator in the office of the Washington County

(7) Outdoor Lighting Plan.

- (a) *Undue Hardship.* So that substantial justice may be done and the public interest secured, a developer may petition the Planning Commission for a variance from the requirements of Chapter 176: Outdoor Lighting, by showing that their strict application would cause undue hardship as applied to the proposed development; provided that such variance shall not have the effect of nullifying the intent and purpose of the chapter.

- (b) *Conditions.* In granting variances, the Planning Commission may impose such conditions as will, in its judgment, secure substantially the objectives of the requirements so varied.

- (8) *Bicycle rack variance.* The Planning Commission may modify the design standards or the requirement for a bicycle rack.

(Ord. 4714, 6-21-05; Ord. 4930, 10-3-06; Ord. 5296, 12-15-09)

156.04 Stormwater Drainage And Erosion Control

Certain variances of the stormwater management, drainage, and erosion control regulations may be applied for as follows:

Criteria. A variance may be granted from any requirement of the stormwater management, drainage, and erosion control regulations using the following criteria:

- (A) *Special circumstances.* There are special circumstances applicable to the subject property or its intended use; and

- (B) *Results.* The granting of the variance will not result in:

- (1) *Surface water runoff.* An increase in the rate or volume of surface water runoff;
- (2) *Adjacent property.* An adverse impact on any adjacent property, wetlands, watercourse, or water body;
- (3) *Water quality.* Degradation of water quality; or

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
December 7, 2010**

A meeting of the Fayetteville City Council will be held on December 7, 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

City Council Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

- ✓ 1. America in Bloom

Agenda Additions:

A. Consent:

- ✓ 1. Approval of the November 16, 2010 City Council meeting minutes.
- ✓ 2. **Bobcat Skid Steer Loader Budget Adjustment (Resolution 177-10):** A resolution approving a budget adjustment in the amount of \$43,000.00 to provide funding for the purchase of a Bobcat skid steer loader authorized by Resolution No. 177-10.

- ✓ **8. Arkansas State Police Drug Task Force General Improvement Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Drug Task Force General Improvement Grant in the amount of \$38,604.00 for the purchase of two (2) undercover law enforcement vehicles, and approving a budget adjustment.
- ✓ **9. Arkansas State Police Special State Asset Forfeiture Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$19,302.00 for the purchase of an undercover law enforcement vehicle, and approving a budget adjustment.
- ✓ **10. Arkansas State Police Trunking Radio System General Improvement Grant:** A resolution authorizing acceptance of a non-matching Arkansas State Police Trunking Radio System General Improvement Grant in the amount of \$36,000.00 for the purchase of eight (8) portable radios, and approving a budget adjustment.
- ✓ **11. Police Department Unit Replacement:** A resolution approving a budget adjustment in the amount of \$25,000.00 to recognize insurance settlement proceeds related to the total loss of a police department undercover vehicle and to establish an appropriation for a replacement.
- ✓ **12. Heckathorn Construction Company, Inc. Bid #10-66:** A resolution awarding Bid #10-66 and authorizing the construction and installation of electrical generators by Heckathorn Construction Company, Inc. in the amount of \$78,502.00 for use by the Fire Department.
- ✓ **13. City of Greenland Wastewater Contract:** A resolution approving a contract extension with the City of Greenland for the operation and maintenance of its wastewater collection system.
- ✓ **14. Crossover Road Water and Sewer Relocation AHTD-Utility Agreement:** A resolution approving a water and sewer utility relocation expense cost-sharing agreement with the Arkansas Highway and Transportation Department related to the widening of Crossover Road (State Highway 265) between Mission Boulevard and Joyce Boulevard.
- ✓ **15. Baird, Kurtz & Dobson (BKD), LLP:** A resolution approving a contract with Baird, Kurtz & Dobson (BKD), LLP, in the amount of \$84,200.00 to provide independent audit services to the City of Fayetteville.
- ✓ **16. Happy Hollow Elementary Easement:** A resolution to modify the tree preservation easement for Happy Hollow Elementary located west of Crossover Road, one-half mile north of Huntsville Road.
- ✓ **17. Butterfield Trail Village Project Revenue Bond:** A resolution to ratify the resolution of the Fayetteville Public Facilities Board approving refunding revenue bonds (Butterfield Trail Village Project), Series 2010 in a principal amount of not to exceed nineteen million dollars (\$19,000,000.00)

B. Unfinished Business:

- 1 ✓ **2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and Work Program. *This resolution was tabled at the November 16, 2010 City Council meeting to the December 7, 2010 City Council meeting.*
- 2 ✓ **SouthPass Amendment No. 1:** An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD. *This ordinance was left on the Second reading at the November 16, 2010 City Council meeting.*

Left on the Second Reading

C. New Business:

*Get with
Jeremy*

- 1 ✓ **VAC 10-3662 (Oakbrooke Ph III):** An ordinance approving VAC 10-3662 submitted by Bates and Associates for property located in the Oakbrooke Subdivision to vacate all existing utility easements within 18.55 acres of Phases I and II.
- 2 ✓ **Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$44,551.97 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater permit requirements.
- 3 ✓ **Amend Ordinance No. 5356:** An ordinance amending Ordinance No. 5356 concerning parking regulations by removing the sunset provision.
- 4 ✓ **Amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone:** An ordinance amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone of the Fayetteville Code to allow one additional hour of public free parking (1:00 p.m. to 2:00 p.m.) on Sundays and to adopt an amended residential parking district map changing some paid parking spaces to mixed-use or residential permit only spaces.
- 5 ✓ **Amend §72.50 & §72.58:** An ordinance to amend Article III Parking Meters of Chapter 72 Parking Regulations of the Fayetteville Code by changing the paid parking space designation of certain streets, by changing the maximum daily rate for paid parking to \$5.00, by eliminating a monthly paid parking program for gated city lots and for other purposes.
- 6 ✓ **Amend §72.99 Penalties:** An ordinance to amend §72.99 Penalties of Chapter 72 Parking Regulations to set the fine for overtime parking at \$15.00 and to limit issuing a parking citation to once within a four hour period.

- ✓ **Repeal §156.03 Flood Damage Prevention Code:** An ordinance to repeal the direct appeal to Circuit Court Provision of §156.03 (C)(6) Flood Damage Prevention Code.

City Council Tour:

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

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.

NB #8 R & P Electroplating Donation Deed.

Pre-Agenda Meeting

11-24-10

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
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1. **2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and Work Program. *This resolution was tabled at the November 16, 2010 City Council meeting to the December 7, 2010 City Council meeting.*

- ✓ **2. SouthPass Amendment No. 1:** An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD. *This ordinance was left on the Second reading at the November 16, 2010 City Council meeting.*

Left on the Second Reading

C. New Business:

- ✓ **1. VAC 10-3662 (Oakbrooke Ph III):** An ordinance approving VAC 10-3662 submitted by Bates and Associates for property located in the Oakbrooke Subdivision to vacate all existing utility easements within 18.55 acres of Phases I and II.

Consent

- ② **Happy Hollow Elementary Easement:** A resolution to modify the tree preservation easement for Happy Hollow Elementary located west of Crossover Road, one-half mile north of Huntsville Road.

- ✓ **3. Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$44,551.97 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater permit requirements.

Consent

- ④ **Butterfield Trail Village Project Revenue Bond:** A resolution to ratify the resolution of the Fayetteville Public Facilities Board approving refunding revenue bonds (Butterfield Trail Village Project), Series 2010 in a principal amount of not to exceed nineteen million dollars (\$19,000,000.00)

- ✓ **5. Amend Ordinance No. 5356:** An ordinance amending Ordinance No. 5356 concerning parking regulations by removing the sunset provision.

Don
has

- ✓ **6. Amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone:** An ordinance amend §72.18 Residential Parking Permit Program for the Entertainment District Parking Zone of the Fayetteville Code to allow one additional hour of public free parking (1:00 p.m. to 2:00 p.m.) on Sundays and to adopt an amended residential parking district map changing some paid parking spaces to mixed-use or residential permit only spaces.

- ✓ **7. Amend §72.50 & §72.58:** An ordinance to amend Article III Parking Meters of Chapter 72 Parking Regulations of the Fayetteville Code by changing the paid parking space designation of certain streets, by changing the maximum daily rate for paid parking to \$5.00, by eliminating a monthly paid parking program for gated city lots and for other purposes.

8. **Amend §72.99 Penalties:** An ordinance to amend §72.99 Penalties of Chapter 72 Parking Regulations to set the fine for overtime parking at \$15.00 and to limit issuing a parking citation to once within a four hour period.
9. **Repeal §156.03 Flood Damage Prevention Code:** An ordinance to repeal the direct appeal to Circuit Court Provision of §156.03 (C)(6) Flood Damage Prevention Code.

City Council Tour:

Announcements:

December 14, 2010

City Council & Library Board of Trustees Meet and Greet

Fayetteville Public Library

Drop-In from 5:30 to 7:30 p.m.

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.

From: Lindsley Smith
To: CopeCindi@aol.com
Date: 11/16/2010 5:23 PM
Subject: America in Bloom presentation

Sounds good, and the Mayor appreciates your working with him and Sondra Smith to schedule your presentation. The Agenda Session Council meeting on Nov. 30 (4:30) and the Council meeting is Dec. 7 (6:00). THANK YOU! Lindsley

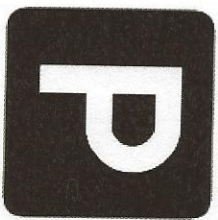
Lindsley Smith
Communication Director
City of Fayetteville
lsmith@ci.fayetteville.ar.us
PHONE 479-575-8330
FAX 479-575-8257
TDD 479-521-1316

If you live in Fayetteville, sign up today to make and track a personal environmental conservation pledge in Fayetteville's national-model program at www.ecologicalcommunities.org

>>> <CopeCindi@aol.com> 11/16/2010 5:10 PM >>>

ok 466-4784 But I don't often answer it, no kidding. I don't carry it with me and don't always hear it. The radio in the car is too loud. So Nov 30? Let me double check. My bucket list is to see the shuttle go off and it is scheduled Nov 30. Spent a week there early this month. I'll check the schedule and let you know my plans

> city (I guess I was the only one from Fayetteville there).



Entertainment District Parking Program Enhancements



www.accessfayetteville.org

Parking Assessment

- Parking Ordinance passed unanimously by the City Council in June 2010 with a commitment to review the program 90 days after implementation.
- The Plan was constructed after 16 Public Meetings to gather input and recommendations, and better understand the needs.
- Goals of the Program:
 - Create a funding stream for the future construction of a Parking Deck
 - Create a funding stream for the Walton Arts Center Program offerings & Parking Services.
- The Paid Parking Program began August 16th, 2010. This is the 90 day review period and the Staff is trying to address issues, and recommend changes for the City Council to consider, or review changes that have been made to date.



Top Issues Identified for Paid

Parking Areas

- Merchants concerns for Loss Revenue due to the implementation of the Paid Parking Program (lunch business, happy hour business, dinner/night business)
- Dissatisfaction with the Use of Parking Pay Stations, and Unclear Instructions for how to use the equipment
 - The slow speed of transactions being completed
 - Unclear Instructions (specifically where to put the ticket, the credit card and the money), adding time, and too many options to go through on screen
 - The need for more machines – particularly within the North Parking Lot
 - Transactions that are pre-paid, and then extra exorbitant charges showing as due when exiting the South & East Lots.
 - Change not given by machine when paid with a higher amount of money than is owed.



Top Issues Identified for Paid

Parking Areas

- Confusion in the rules/processes/enforcement due to the differences in equipment between the Pay at Exit/Gated Lots and the Pay by Space Numbered Lots
- Concerns over receiving citations from Parking Enforcement Staff while Citizens are walking towards machines to pay, or while they are waiting in line to pay for their space.
- Concerns over the amount of time it takes to exit the WAC Parking Lot after a WAC show has completed; Many feeling it takes too long to exit the WAC lot when a mass exit is taking place after a show.

Top Issues Identified for Paid

Parking Areas

- Dis-satisfaction that the parking rates/hours are difference between the Dickson Street Entertainment Parking District and the Downtown Square Parking District.
- Feedback from certain patrons that they prefer individual meters at each space rather than the pay machines currently used.
- Lack of coverings for patrons trying to use the machines in inclement weather.
- Concerns that there is a lack of signage:
 - Need better signage to indicate when you are in a City Public Lot vs. a Privately Owned Lot,
 - Signage that clearly identifies that you are in a Residentially Zoned Area
- The need for Loading & Drop Off areas (specifically Post Office Services, Dry Cleaning Businesses, and Repair businesses).



Top Issues Identified for Residential Parking Program

- The Need for more than 2 permits per residential structure.
- The need for additional guest passes (specifically renters who have requested more than 1 pass)
- Parking Space Locations for certain resident locations
 - Locations making it more difficult when trying to back out or exit their off street parking areas.
 - Need for locations to put Trash & Recycling containers on trash day
- Restrictions in parking for only residents in areas zoned Downtown General where the zoning allows use for businesses, but the Parking is restricted.
- The need for Loading & Drop Off areas without the risk of \$70 tickets or having to pay (specifically Businesses that are within the Residential Restricted Zoned Areas – which are allowed by zoning or conditional use).



Walton Arts Center Broadway Show - Friday Night, October 22, 2010

DICKSON STREET EXIT LANES

Gate #1	Time	Gate #2	Time
Minutes	Lapse in	Minutes	Lapse in
Position	after show	Position	after show
Seconds	Seconds	Seconds	Seconds
UP	1:22	UP	1:22
DOWN	1:41	DOWN	1:34
UP	2:10	UP	1:42
DOWN	2:22	DOWN	2:05
UP	no one in lane	UP	2:43
DOWN	no one in lane	DOWN	3:03
UP	no one in lane	UP	3:46
DOWN	no one in lane	DOWN	3:57
UP	4:09	UP	4:21
DOWN	4:18	DOWN	4:42
UP	4:23	UP	4:47
DOWN	5:34	DOWN	5:34
UP	5:40	UP	gates not in view
DOWN	6:14	DOWN	gates not in view
UP	6:47	UP	gates not in view
7 minutes after show, one person at pay station			
UP	7:30	UP	7:30
DOWN	7:59	DOWN	7:56
UP	8:24	UP	8:47
DOWN	8:47	DOWN	9:14
UP	8:53	UP	9:21
DOWN	9:14	DOWN	9:49
UP	9:29	UP	9:55
DOWN	10:05	DOWN	10:12
UP	10:11	UP	10:24
DOWN	10:22	DOWN	10:38
UP	10:34	UP	10:53
DOWN	10:43	DOWN	11:04
UP	11:24	UP	11:11
DOWN	11:34	DOWN	11:42
UP	11:42	UP	11:49
DOWN	11:53	DOWN	11:56
UP	12:05	UP	12:04
DOWN	12:16	DOWN	12:23
UP	12:33	UP	12:45
DOWN	12:46	DOWN	
UP	12:51	UP	
DOWN	13:09	DOWN	

Gate #3	Time	Gate #4	Time
Minutes	Lapse in	Minutes	Lapse in
Position	after show	Position	after show
Seconds	Seconds	Seconds	Seconds
UP	4:05	UP	4:17
DOWN	4:18	DOWN	4:36
UP	4:37	UP	4:56
DOWN	4:47	DOWN	5:05
UP	4:52	UP	5:11
DOWN	5:04	DOWN	5:28
UP	5:09	UP	5:34
DOWN	5:33	DOWN	5:42
UP	5:38	UP	6:05
DOWN	6:22	DOWN	6:23
UP	6:43	UP	6:31
DOWN	7:13	DOWN	6:41
UP		UP	7:03
DOWN	7:31	DOWN	7:18
UP	7:40	UP	7:38
DOWN	8:02	DOWN	8:02
UP	8:09	UP	8:15
DOWN	8:19	DOWN	8:21
UP	8:30	UP	8:44
DOWN	8:52	DOWN	8:55
UP	9:06	UP	9:01
DOWN	9:14	DOWN	9:14
UP	9:25	UP	9:18
DOWN	9:30	DOWN	9:25
UP	9:38	UP	9:30
DOWN	no one in lane	DOWN	9:36
UP	no one in lane	UP	9:42
DOWN	no one in lane	DOWN	9:51
UP	no one in lane	UP	10:00
DOWN	no one in lane	DOWN	10:44
UP	no one in lane	UP	10:49
DOWN	no one in lane	DOWN	10:56
UP	no one in lane	UP	11:20
DOWN	no one in lane	DOWN	11:40
UP	no one in lane	UP	12:23
DOWN	no one in lane	DOWN	no one in lane
UP	12:58	UP	no one in lane
DOWN	13:09	DOWN	13:28
UP	13:29	UP	13:45
DOWN	13:44	DOWN	14:07
UP	13:55	UP	14:21
DOWN	14:07	DOWN	

WEST AVENUE EXIT LANES

Average time waiting to pull out into traffic (vehicles and pedestrians)	21.0 seconds
Average time at ticket dispenser (at exit gate)	16.9 seconds

Average time waiting to pull out into traffic (vehicles and pedestrians)	14.8 seconds
Average time at ticket dispenser (at exit gate)	14.6 seconds

Total time to empty average WAC Lot (190 cars = 65%)	26.6 minutes
Total time to empty entire WAC Lot (293 cars = 100%)	41.0 minutes



Traffic Flow at WAC Lot

Dickson Street
Exit Gates

Average time waiting to pull out into traffic (vehicles and pedestrians)	
	21.0 seconds
Average time at ticket dispenser (at exit gate)	
	16.9 seconds

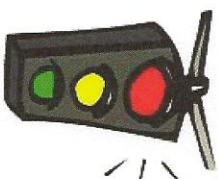
West Avenue
Exit Gates

Average time waiting to pull out into traffic (vehicles and pedestrians)	
	14.8 seconds
Average time at ticket dispenser (at exit gate)	
	14.6 seconds

Total time to empty average WAC Lot (190 cars = 65%)	26.6 minutes
Total time to empty entire WAC Lot (293 cars = 100%)	41.0 minutes

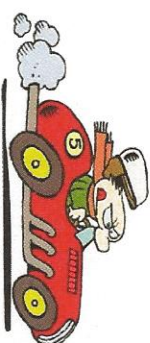
Enhancements with Traffic

Fayetteville Police Department will provide uniformed officers following larger WAC shows to direct traffic and manually control traffic signal.



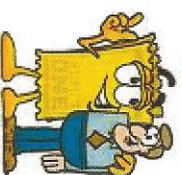
Results:

- Increased efficiency in traffic flow
- Increased pedestrian safety
- Reduce exit time by up to 40%



Features Added in Gated Lots

- Starting pay time moved from 10am to 2pm
- Prepay option added to the WAC Lot (eliminating need to pay AFTER the show)
- Lost ticket feature added to all pay machines (to accommodate patrons that cannot find ticket)
- Grace time for entering and exiting lot free of charge was lengthened to 30 minutes
- Lag time to exit lot after paying parking fee was lengthened to 30 minutes



Enhancements in Gated Parking



City staff will provide these additional features:

- Automated voice prompts at every exit station to provide prompt assistance for every patron
- Additional signage in lots and on pay stations to increase ease in use of machines



City staff has also researched the possibility of adding additional "full-service" pay stations (like the pay station under the WAC Lot canopy).

- (1) An additional full-service in the WAC Lot = \$668,000
- (2) Two additional for South and East Lots = \$108,000

Additional Signage for Public Lots



Features Added to Pay Stations for Numbered Spaces



- Starting pay time moved from 10am to 2pm
- Prepay option for paying \$5.00 for all day/night
- Add-Time feature made easier with simple prompts on the pay station
- Employee discount code feature made easier with simple prompts on the pay station
- Receipts automatically print out for patrons
- Patrons are clearly notified via display screen if they enter a residential space number





Pay By Space
Enter Stall Number: _____

Pay By Space

Enter Stall Number: 585

**Press [Cancel] to Clear
Press [OK] to Continue**

Stall: 00585

Press Number on Keypad to Select

Options:

- 1) Purchase Ticket**
- 2) Add More Time**

Stall: 00585

Press Number on Keypad to Select

Options:

- 1) HOURLY**
- 2) \$5.00 All Day**

Stall: 00585

Enter Number of Hours: 1

**Press [Cancel] to Clear
Press [OK] to Continue**

Stall: 00585

Enter Number of Days: 1

**Press [Cancel] to Go Back
Press [OK] to Continue**

Do you have a coupon?

1) Yes

2) No

Enter Coupon

Number: 00001234

**Press [Cancel] to Clear
Press [OK] to Continue**

Stall: 00585

Press Number on Keypad to Select

Options:

- 1) Purchase Ticket**
- 2) Add More Time**

Enter Add Time

Number: 091151

**Press [Cancel] to Go Back
Press [OK] to Continue**

RECEIPT

Thank you for visiting
Fayetteville, AR
accessfayetteville.org

Stall #585

Expiration Date/Time

EXP 06:21PM

DEC 06, 2010

+Add Time#:091151

Purchase Date/Time: 04:25pm Dec 06, 2010

Total Due: \$1.00

Rate: HOURLY

Total Paid: \$1.00

Payment Type: Cash

Ticket # 00001039

SN #: 300010300132

City of Fayetteville 2010

Spring Locust

City of Fayetteville

Parking Management

Inquiries: 479-675-8280

RECEIPT PARKING RECEIPT PARKING RECEIPT

Rate:

HOURLY

Stall:

00585

Parking Expires At:

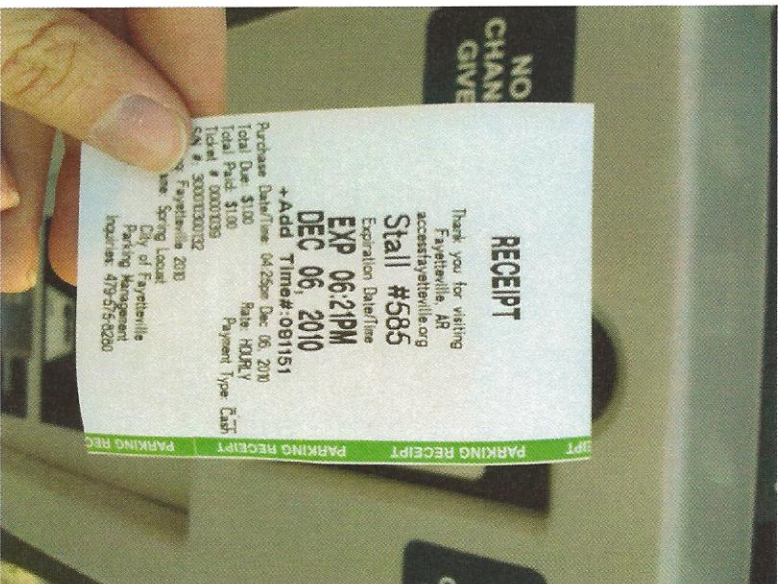
Mon, Dec 06, 2010, 6:21 PM

Amount Due:

\$1.00

Please Insert Cash or Credit Card

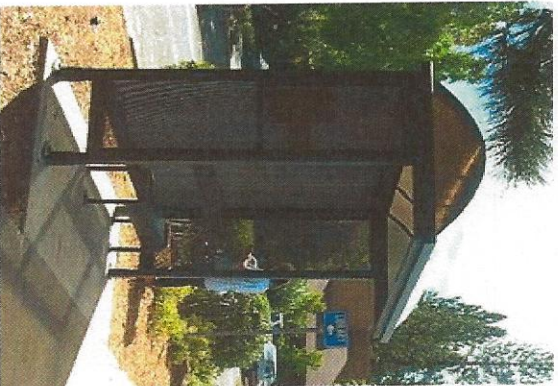




Residential Restricted Parking

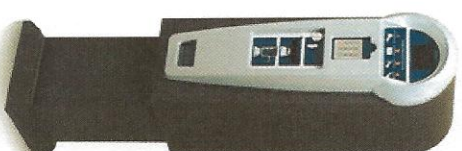
[Cancel]

Enhancements to Numbered Space Parking



City staff is working toward providing the following additional features and conveniences:

- Install shelters over some of the pay stations to block wind and rain from patrons
- Install additional signage on streets and on pay stations to increase ease in understanding of parking program
- Researching additional pay stations in other areas



Parking Rates and Times for Gated and Numbered Space Parking

Monday through Friday

- 2:00am to **2:00pm** – Free 
- **2:00pm** to 5:00pm - \$0.50/hour
- 5:00pm to 2:00am the following day – \$1.00/hour
- **\$5.00 max. all day/night**

Saturday and Sunday

- 2:00am to **2:00pm** – Free 
- **2:00pm** to 6:00pm - \$0.50/hour
- 6:00pm to 2:00am the following day – \$1.00/hour
- **\$5.00 max. all day/night**

WEEKLY PARKING REVENUES

Week Ending:	Pay-by-Space	No. Transactions	Gated Lots	No. Transactions	TOTAL WEEKLY REVENUES	TOTAL No. WEEKLY Transactions	CUMULATIVE TOTAL	Special Events
8/22/2010	\$5,994.55	3,841	\$7,764.15	3,930	\$13,758.70	7,771	\$13,758.70	
8/29/2010	\$8,134.25	4,887	\$7,651.50	3,798	\$15,785.75	8,665	\$29,544.45	
9/5/2010	\$10,399.35	6,018	\$11,766.00	4,887	\$22,165.35	10,905	\$51,709.80	WAC shows + home game
9/12/2010	\$9,612.90	5,387	\$6,107.50	2,911	\$15,720.40	8,298	\$67,430.20	WAC shows 
9/19/2010	\$9,295.10	5,620	\$9,513.55	3,750	\$18,808.65	9,370	\$86,238.85	
9/26/2010	\$10,869.65	5,803	\$11,837.65	4,409	\$22,707.30	10,212	\$108,946.15	Home game 
10/3/2010	\$684.95	582	\$175.50	79	\$860.45	661	\$109,806.60	Bikes, Blues and BBQ
10/10/2010	\$7,286.00	3,792	\$7,585.00	3,282	\$14,871.00	7,074	\$124,677.60	
10/17/2010	\$8,947.80	4,265	\$7,102.50	3,449	\$16,050.30	7,714	\$140,727.90	
10/24/2010	\$10,375.80	4,688	\$13,756.00	6,072	\$24,131.80	10,760	\$164,859.70	WAC shows + home game 
10/31/2010	\$8,740.30	4,081	\$9,418.95	4,154	\$18,159.25	8,235	\$183,018.95	Home game 
11/7/2010	\$7,465.00	3,717	\$7,491.00	3,506	\$14,956.00	7,223	\$197,974.95	WAC shows
11/14/2010	\$8,282.60	3,933	\$10,334.50	4,494	\$18,617.10	8,427	\$216,592.05	WAC shows + home game
11/21/2010	\$7,998.20	3,933	\$9,944.50	4,430	\$17,942.70	8,363	\$234,534.75	
11/28/2010	\$5,289.15	2,689	\$3,040.00	1,527	\$8,329.15	4,216	\$242,863.90	Thanksgiving Holiday 
TOTALS	\$119,375.60	63,236	\$123,488.30	54,678	\$242,863.90	117,914	\$242,863.90	

% CASH
% CREDIT

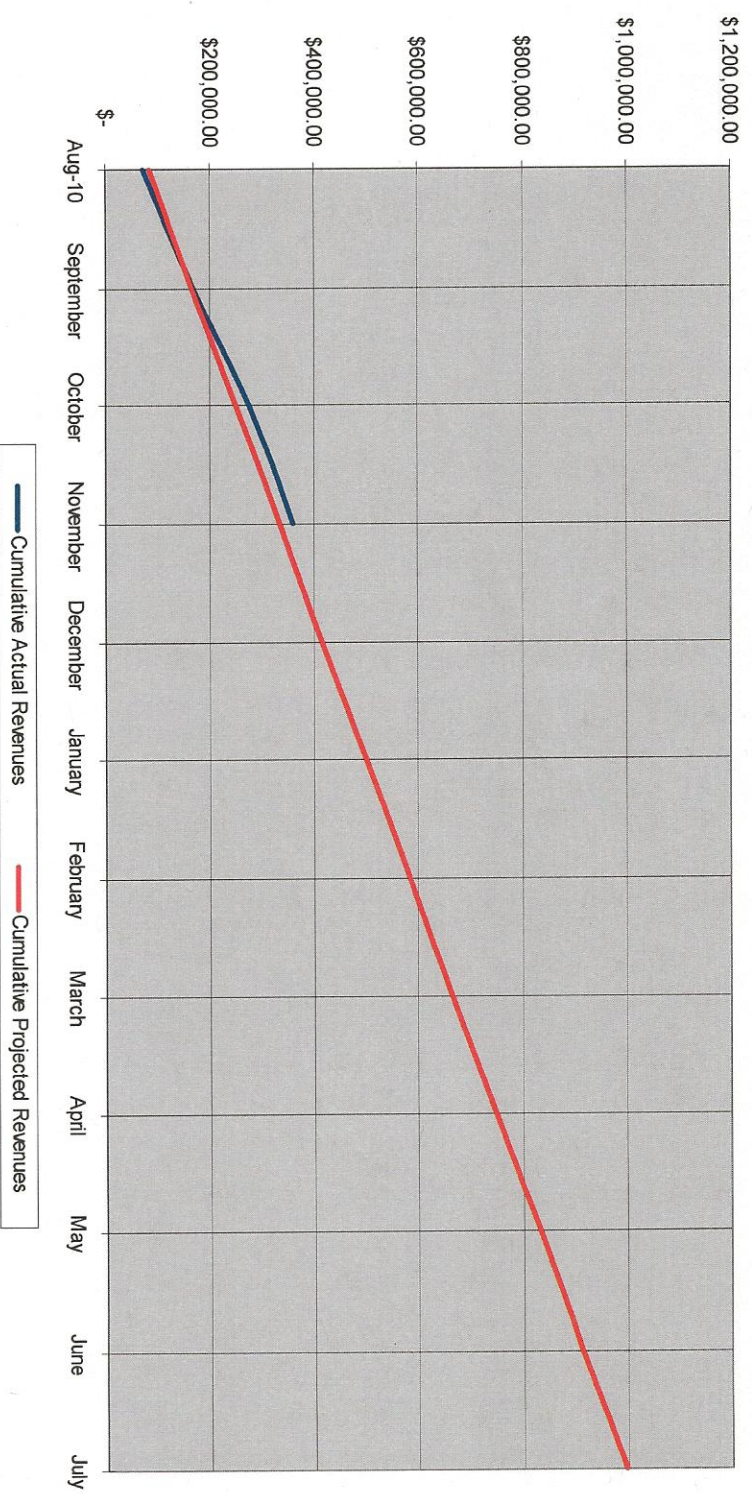
57.7%
42.3%

27.0%
73.0%

42.2%
57.8%

Parking Revenues Compared to Projections

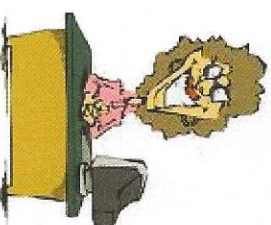
Actual/Projected Parking Revenue Comparison



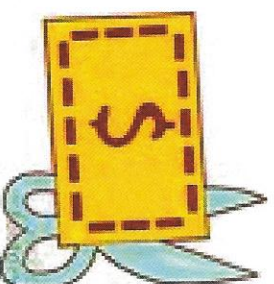
Additional Program Statistics



- Employee Discount Program



- 90% discount offered for area employees
- 101 employees registered in program
- 1,207 uses (38 cents per use)
- \$4,660 in parking fees was reduced to \$466



Coming in 2011...

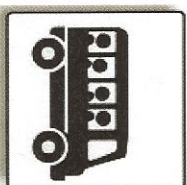


RESERVED PARKING

- Reservation System for gated parking areas



- Pay-by-Cell options for numbered parking spaces (by registering in program)



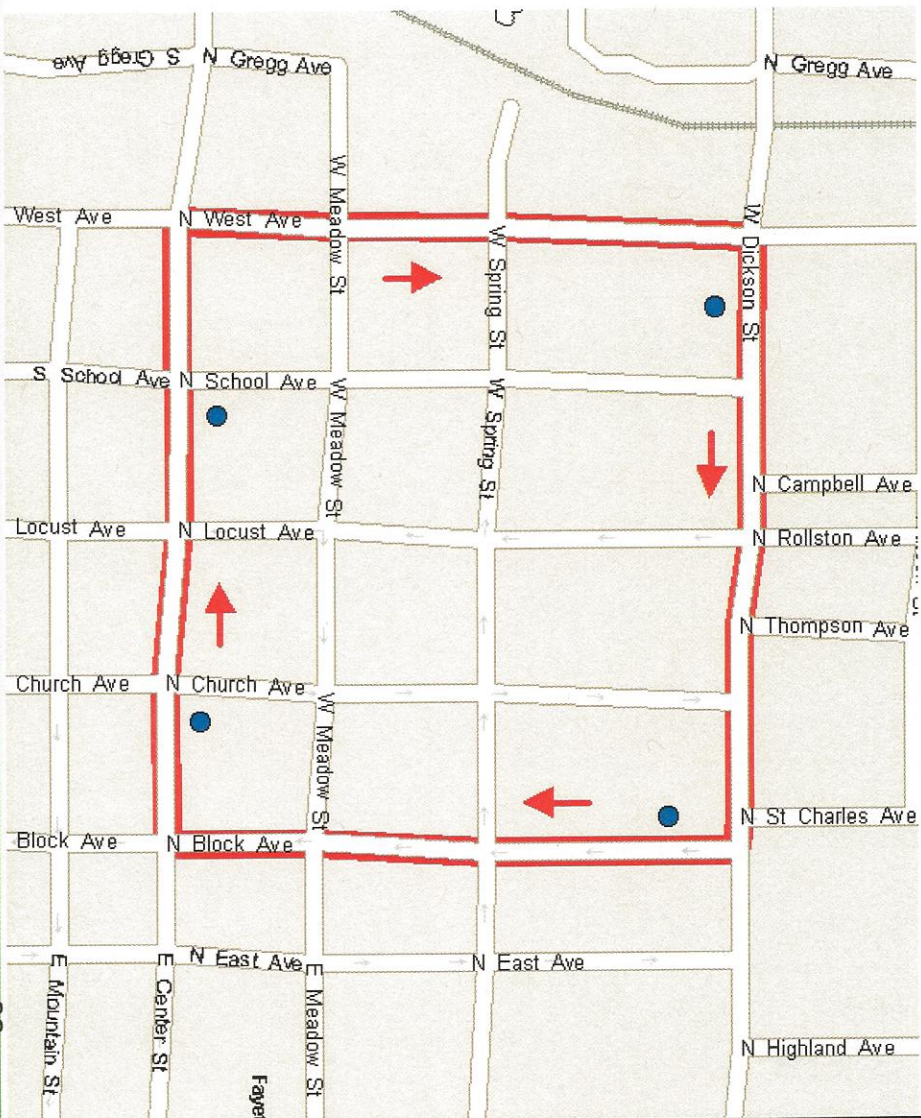
- Dickson Street Shuttle:
 - Provided by Ozark Regional Transit
 - Pilot program beginning in January

Dickson Street Shuttle

- Ozark Regional Transit
- 10-12 minute loop
- Runs Friday – Saturday
- 6:00pm – 2:00am

Trial route is free of charge; donations are taken on shuttle for Seven Hills Shelter

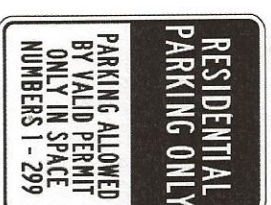
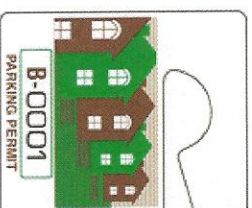
● Shuttle Stops



Residential Program Statistics

Residential permits:

- 155 Homes registered
- 194 Residents registered
- 206 Vehicle permits issued
- 215 Guest passes issued

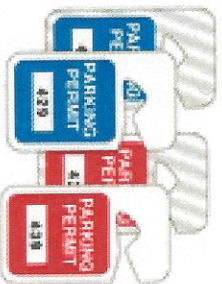


Residential spaces:

- 96 North Zone spaces (88 before proposed changes)
- 96 South Zone spaces (96 before proposed changes)
- 92 Mixed-use spaces (56 before proposed changes)



Enhancements to Residential Permit Program



- Increase vehicle permits from 2 per residence to allow up to 4 per residence.



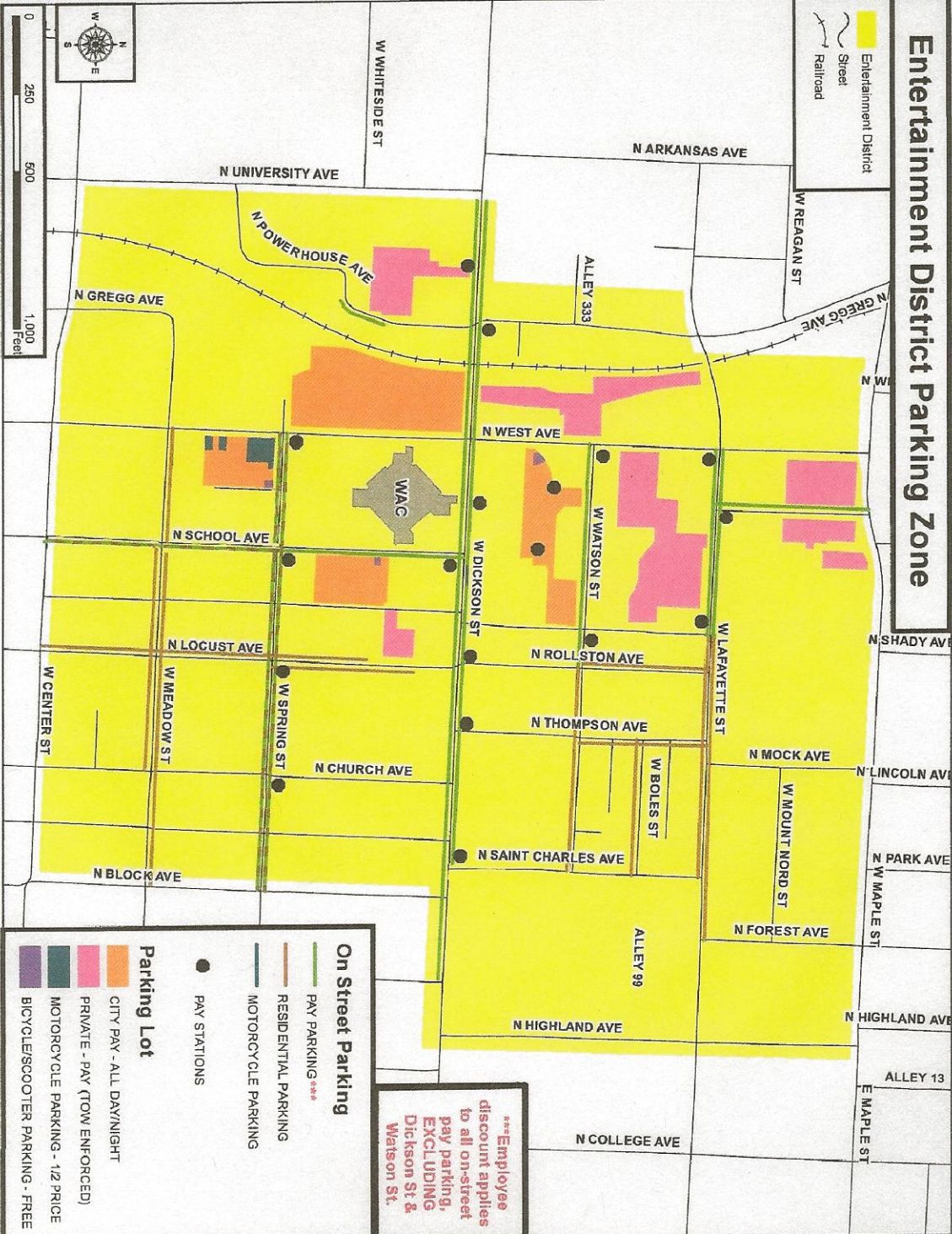
- Also allow up to 2 guest passes per residence for renters (same as allowance for home owners).

- Add trash container areas for certain residential streets.



Entertainment District Parking Zone

Entertainment District
Street
Railroad



The City would like to thank the citizens of Fayetteville for their valuable input. We have diligently reviewed each and every suggestion for program improvements and will continue to develop and implement efficiency improvements to the parking program.

Thank you!

Conclusion

- This plan is developed with an emphasis put on creating a revenue stream for the future construction of a Parking Deck
 - Better Planning Principles and Part of our Downtown Master Plan
 - Increased Parking in the District – it's been discussed for 10 years
 - Allows for increased growth in the area and meeting future parking needs
- This plan is developed with an emphasis of creating a revenue stream to support the quantity and quality of programs we wish to see from the Walton Arts Center, while also providing increased revenues for one of if not the largest economic driver in the Entertainment District and the cultural arts.
- The plan was developed to provide service options typically found in College Communities, and Best in Class Parking Programs:
 - Employee Discount Programs
 - Pay at Any Station Programs
 - Accept multiple forms of Payments (Credit Cards, Cash and Coins)
 - Reservation Systems
 - Pay by Cell Options
 - Pre-Pay Option



Handed out at the City Council Meeting 12-07-10

HMR Report

Amend Ordinance #5356 CITY OF FAYETTEVILLE, ARKANSAS

Area Groups by Taxes Paid

<u>rank</u>	<u>Area of Fayetteville</u>	<u>Oct-10</u> <i>sales</i>	<u>July %</u>	<u>Aug %</u>	<u>Sept %</u>	<u>Oct %</u>
1	Mall Area / North side	\$ 58,236.66	1.96%	1.30%	0.18%	4.64%
2	Martin Luther King Blvd.	\$ 32,493.39	3.14%	2.92%	(-0.52%)	8.71%
3	College / Gregg	\$ 29,706.07	6.11%	7.83%	5.59%	3.12%
4	West Side	\$ 23,540.51	14.92%	18.56%	17.68%	19.05%
5	Dickson Street / Entertainment District	\$ 22,866.51	18.31%	7.54%	7.43%	16.56%
6	Multiple Locations	\$ 9,043.18	7.15%	10.64%	12.10%	17.05%
7	East side	\$ 8,853.21	2.75%	5.81%	15.01%	11.62%
8	Miscellaneous	\$ 7,296.43	(-49.87%)	1.43%	(-26.63%)	14.67%
9	South side	\$ 7,141.18	20.86%	20.97%	13.15%	23.11%
10	Square	\$ 5,578.00	18.61%	21.90%	(-3.95%)	1.02%
11	Caterers / Mobile Units / Seasonal	\$ 1,322.69	(-7.23%)	(-11.6%)	(-17.91%)	44.49%

Dickson Street

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Bordino's Dining, LLC	\$ 1,625.00	\$ 1,709.50	5.20%	\$ 1,685.25	\$ 1,614.00	-4.23%	\$ 1,667.00	\$ 1,844.00	10.62%	\$ 2,104.00	\$ 2,046.00	-2.76%
Buster Belly's Bar & Deli	\$ 304.88	\$ 280.15	-8.11%	\$ 294.37	\$ 261.00	-11.34%	\$ 339.95	\$ 299.00	-12.05%	\$ 229.63	\$ 330.00	43.71%
Common Grounds	\$ 1,087.00	\$ 970.00	-10.76%	\$ 1,136.00	\$ 1,053.00	-7.31%	\$ 1,202.00	\$ 902.00	-24.96%	\$ 1,153.00	\$ 1,209.00	4.86%
Dickson Dining LLC (dba Jose's)	\$ 983.50	\$ 813.00	-17.34%	\$ 874.00	\$ 679.00	-22.31%	\$ 1,155.00	\$ 976.00	-15.50%	\$ 577.00	\$ 925.00	60.31%
Doe's Eat Place	\$ 512.52	\$ 647.26	26.29%	\$ 744.80	\$ 673.26	-9.61%	\$ 729.61	\$ 892.00	22.26%	\$ 947.69	\$ 950.60	0.31%
Emelia's Kitchen	\$ 297.92	\$ 221.62	-25.61%	\$ 306.74	\$ 225.86	-26.37%	\$ 315.56	\$ 237.17	-24.84%	\$ 320.13	\$ 308.31	-3.69%
Flying Burrito Company #1 Spring	\$ 536.00	\$ 486.00	-9.33%	\$ 601.00	\$ 579.00	-3.66%	\$ 568.00	\$ 556.00	-2.11%	\$ 573.00	\$ 546.00	-4.71%
Gelateria Scarpino	\$ 148.00	\$ 75.00	-49.32%	\$ 141.00	\$ 59.00	-58.16%	\$ 170.00	\$ 104.00	-38.82%	\$ 62.00	\$ 45.00	-27.42%
Geno's Pizza, Inc.	\$ 131.00	\$ 75.00	-42.75%	\$ 174.00	\$ 135.00	-22.41%	\$ 282.00	\$ 202.00	-28.37%	\$ 230.00	\$ 252.00	9.57%
Grub's Bar and Grille	\$ 1,204.38	\$ 950.78	-21.06%	\$ 1,316.97	\$ 974.18	-26.03%	\$ 1,585.50	\$ 1,404.96	-11.39%	\$ 1,472.53	\$ 1,320.00	-10.36%
Hammontrees Gourmet, Inc.	\$ 150.00	\$ 596.00	297.33%	\$ 186.00	\$ 547.00	194.09%	\$ 149.00	\$ 581.00	289.93%	\$ 295.00	\$ 654.00	121.69%
*Hog Haus Brewing Co, Inc	\$ 1,028.00	\$ 1,117.00	8.66%	\$ 1,166.00	\$ 1,354.00	16.12%	\$ 1,411.00	\$ 1,319.00	-6.52%	\$ 1,321.00	\$ 1,582.00	19.76%
Inn At Carnall Hall (Ella's Restaurant)	\$ 1,356.00	\$ 1,456.00	7.37%	\$ 1,817.00	\$ 1,610.00	-11.39%	\$ 1,732.00	\$ 1,788.00	3.23%	\$ 2,266.00	\$ 2,671.00	17.87%
Jimmy John's Gourmet Subs	\$ 552.21	\$ 817.24	47.99%	\$ 928.75	\$ 861.10	-7.28%	\$ 890.98	\$ 1,028.23	15.40%	\$ 764.18	\$ 1,192.21	56.01%
Kosmos Greekafe LLC	\$ 256.00	\$ 270.00	5.47%	\$ 326.00	\$ 337.00	3.37%	\$ 330.00	\$ 320.00	-3.03%	\$ 322.00	\$ 352.00	9.32%
Mickey Finn's Irish Pub	\$ 227.40	\$ 243.80	7.21%	\$ 281.50	\$ 266.00	-5.51%	\$ 322.37	\$ 273.00	-15.31%	\$ 275.32	\$ 286.00	3.88%
Powerhouse Seafood & Grill Zydeco, Inc.	\$ 915.13	\$ 1,027.94	12.33%	\$ 991.23	\$ 979.63	-1.17%	\$ 798.90	\$ 1,082.16	35.46%	\$ 993.60	\$ 1,193.43	20.11%
Qdoba Mexican Grill	\$ 410.38	\$ 465.17	13.35%	\$ 571.41	\$ 710.22	24.29%	\$ 751.85	\$ 872.35	16.03%	\$ 592.13	\$ 862.44	45.65%
Theo's	\$ 923.00	\$ 955.00	3.47%	\$ 960.00	\$ 945.00	-1.56%	\$ 818.00	\$ 1,047.00	28.00%	\$ 976.00	\$ 1,116.00	14.34%
U. S. Pizza Company	\$ 670.00	\$ 706.00	5.37%	\$ 822.00	\$ 806.50	-1.89%	\$ 837.00	\$ 815.50	-2.57%	\$ 698.50	\$ 920.00	31.71%
Wasabi	\$ 675.00	\$ 1,098.00	62.67%	\$ 795.00	\$ 1,154.00	45.16%	\$ 776.00	\$ 1,107.00	42.65%	\$ 767.00	\$ 1,167.00	52.15%
Wine Keller	\$ 122.79	\$ 144.50	17.68%	\$ 133.79	\$ 188.70	41.04%	\$ 187.77	\$ 179.35	-4.48%	\$ 155.31	\$ 143.09	-7.87%
Yancey's Dickson Street Dogs	\$ 16.94	\$ 67.41	297.93%	\$ 29.44	\$ 47.44	61.14%	\$ 31.45	\$ 64.59	105.37%	\$ 22.48	\$ 57.83	157.25%
Yazzetti's	\$ 5.53	\$ -	0.00%	\$ 7.25	\$ 4.85	-33.10%	\$ 6.10	\$ 7.42	21.64%	\$ 4.52	\$ 7.50	65.93%
You Know?? Uno!!	\$ 72.64	\$ 96.94	33.45%	\$ 67.03	\$ 73.00	8.91%	\$ 97.48	\$ 66.00	-32.29%	\$ 78.05	\$ 108.00	38.37%
Zooloos	\$ 81.00	\$ 44.00	-45.68%	\$ 92.00	\$ 31.00	-66.30%	\$ 103.00	\$ 82.00	-20.39%	\$ 83.00	\$ 49.00	-40.96%
Grand Total	\$ 14,292.22	\$ 15,333.31	7.28%	\$ 16,448.53	\$ 16,168.74	-1.70%	\$ 17,257.52	\$ 18,049.73	4.59%	\$ 17,283.07	\$ 20,293.41	17.42%

**Hog Haus submitted amended forms for Sept and Oct 2010 and difference not paid as of 12/2/10.*

Dickson Street

(These businesses are either new, old, or have not submitted the latest report.)

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Big Momma's Coffee & Espresso Bar LLC/Dickson		\$ 27.78	0.00%		\$ 26.72	0.00%		\$ 25.97	0.00%		\$ 26.06	0.00%
Blue Fin Sushi & Bar	\$ 138.00	\$ 108.84	-21.13%	\$ 136.00	\$ 103.37	-23.99%	\$ 98.00	\$ -	0.00%	\$ 86.00	\$ -	0.00%
Clubhaus Fitness Center	\$ -	\$ 21.00	0.00%	\$ -	\$ 27.00	0.00%	\$ 5.82	\$ 26.50	355.33%	\$ 12.50	\$ 23.00	84.00%
Early Berlin, 1936 Cafe & Club	\$ 322.50	\$ 259.00	-19.69%	\$ 370.14	\$ 278.00	-24.89%	\$ 411.00	\$ 322.00	-21.65%	\$ 499.00	\$ -	0.00%
El Sancho Mexican Restaurant & Tequila Bar		\$ 295.00	0.00%		\$ 302.00	0.00%		\$ 326.00	0.00%		\$ 392.00	0.00%
Feltner Brothers	\$ -	\$ 303.99	0.00%	\$ -	\$ 322.09	0.00%	\$ -	\$ 371.06	0.00%	\$ 354.94	\$ 375.54	5.80%
Habibi	\$ 72.50	\$ 39.50	-45.52%	\$ 81.00	\$ 52.68	-34.96%	\$ 67.00	\$ 41.85	-37.54%	\$ 63.00	\$ -	0.00%
Orange Mango Frozen Yogurt			0.00%			0.00%			0.00%			0.00%
Rock Bottom at West End		\$ 517.00	0.00%		\$ 406.00	0.00%		\$ 536.00	0.00%		\$ 407.00	0.00%
Rogue Pizza Company Inc.	\$ -	\$ 604.20	0.00%	\$ -	\$ 372.50	0.00%	\$ 664.00	\$ 314.00	-52.71%	\$ 179.50	\$ 293.50	63.51%
Sunrise Café Off Dickson	\$ -	\$ 109.89	0.00%	\$ -	\$ 119.84	0.00%	\$ 99.33	\$ 198.19	99.53%	\$ 140.44	\$ 291.15	107.31%
The Dickson Street Inn	\$ -	\$ 390.91	0.00%	\$ -	\$ 340.77	0.00%	\$ 109.56	\$ 516.34	371.29%	\$ 182.78	\$ 480.75	163.02%
The Garden Room	\$ -	\$ 121.29	0.00%	\$ -	\$ 107.56	0.00%	\$ 208.01	\$ 97.30	-53.22%	\$ 112.46	\$ 57.82	-48.59%
Willy D's	\$ 360.17	\$ 287.70	-20.12%	\$ 351.00	\$ 337.00	-3.99%	\$ 356.00	\$ 364.35	2.35%	\$ 379.00	\$ -	0.00%
WOW Japanese Bistro	\$ 294.23	\$ -	0.00%	\$ 269.72	\$ -	0.00%	\$ 228.00	\$ -	0.00%	\$ 195.00	\$ -	0.00%
Jerzees	\$ -			\$ -			\$ -			\$ -		
On The Rocks Patio & Grill	\$ 283.00			\$ 285.00			\$ 314.00			\$ -	\$ -	
Railhead Saloon & c/o LaBodega, LLC	\$ 133.67			\$ 154.22			\$ 246.81			\$ 129.41	\$ -	
Moonberries Frozen Yogurt		\$ 386.88	0.00%		\$ 494.97	0.00%		\$ 366.06	0.00%		\$ 226.28	0.00%
Grand Total	\$ 1,604.07	\$ 3,472.98	116.51%	\$ 1,647.08	\$ 3,290.50	99.78%	\$ 2,807.53	\$ 3,505.62	24.86%	\$ 2,334.03	\$ 2,573.10	10.24%

Total for All Businesses

\$ 15,896.29	\$ 18,806.29	18.31%	\$ 18,095.61	\$ 19,459.24	7.54%	\$ 20,065.05	\$ 21,555.35	7.43%	\$ 19,617.10	\$ 22,866.51	16.56%
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Mall Area/Northside

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Applebee's Neighborhood Grill /Bar	\$ 832.57	\$ 989.33	18.83%	\$ 908.26	\$ 1,001.73	10.29%	\$ 1,056.84	\$ 1,297.31	22.75%	\$ 825.60	\$ 1,054.30	27.70%
Arby's #7745/Mall	\$ 647.53	\$ 570.53	-11.89%	\$ 663.71	\$ 625.70	-5.73%	\$ 546.19	\$ 551.71	1.01%	\$ 617.57	\$ 577.79	-6.44%
Arkansas Music Pavilion, Inc.	\$ -	\$ 128.01	0.00%	\$ 73.32	\$ 279.50	281.21%	\$ 427.63	\$ 499.96	16.91%	\$ -	\$ 371.00	0.00%
Barnes & Noble Super Stores	\$ 177.54	\$ 193.04	8.73%	\$ 194.25	\$ 207.31	6.72%	\$ 241.00	\$ 242.00	0.41%	\$ 214.80	\$ 202.77	-5.60%
Boi De Ouro, Inc.	\$ 151.00	\$ 159.00	5.30%	\$ 169.00	\$ 117.00	-30.77%	\$ 182.00	\$ 120.00	-34.07%	\$ 203.00	\$ 139.00	-31.53%
Buffalo Wild Wings	\$ 1,401.13	\$ 1,420.01	1.35%	\$ 1,517.91	\$ 1,557.66	2.62%	\$ 1,483.49	\$ 1,690.15	13.93%	\$ 1,626.94	\$ 1,796.57	10.43%
Burger Krazy Bhi Krazy Enterprises Inc.	\$ 68.00	\$ 59.00	-13.24%	\$ 64.00	\$ 55.00	-14.06%	\$ 65.00	\$ 58.00	-10.77%	\$ 60.00	\$ 55.00	-8.33%
Chick-Fil-A (NW Village)	\$ 2,939.57	\$ 3,025.97	2.94%	\$ 2,798.22	\$ 2,946.87	5.31%	\$ 2,743.94	\$ 2,862.31	4.31%	\$ 2,945.67	\$ 3,106.79	5.47%
Chick-Fil-A (NWA Mall)	\$ 618.10	\$ 732.19	18.46%	\$ 655.70	\$ 725.72	10.68%	\$ 567.66	\$ 565.74	-0.34%	\$ 605.54	\$ 607.93	0.39%
Chili's Restaurant #906 Brinker's Arkansas, Inc.	\$ 1,860.77	\$ 1,915.17	2.92%	\$ 1,699.38	\$ 1,716.92	1.03%	\$ 1,508.68	\$ 1,634.26	8.32%	\$ 1,994.80	\$ 2,091.47	4.85%
Ci Ci's Pizza TJR Foods, Inc.	\$ 1,151.00	\$ 1,189.00	3.30%	\$ 1,151.00	\$ 1,221.00	6.08%	\$ 1,191.00	\$ 1,235.00	3.69%	\$ 1,028.00	\$ 1,121.00	9.05%
Cold Stone Creamery	\$ 383.20	\$ 363.14	-5.23%	\$ 358.93	\$ 316.80	-11.74%	\$ 232.14	\$ 232.14	0.00%	\$ 233.20	\$ 217.97	-6.53%
Colton's Steakhouse & Grill	\$ 659.00	\$ 746.00	13.20%	\$ 695.00	\$ 821.00	18.13%	\$ 901.00	\$ 988.00	9.66%	\$ 761.00	\$ 812.00	6.70%
Courtyard by Marriott	\$ 1,412.20	\$ 1,638.64	16.03%	\$ 2,404.95	\$ 2,623.33	9.08%	\$ 2,698.33	\$ 2,422.60	-10.22%	\$ 2,293.08	\$ 2,982.05	30.05%
Dixie Cafe #113	\$ 534.00	\$ 612.00	14.61%	\$ 534.00	\$ 646.00	20.97%	\$ 532.00	\$ 622.00	16.92%	\$ 1,087.00	\$ 1,217.00	11.96%
Edible Arrangements	\$ 135.57	\$ 103.73	-23.49%	\$ 155.71	\$ 137.41	-11.75%	\$ 135.37	\$ 126.76	-6.36%	\$ 140.00	\$ 138.25	-1.25%
Fairfield Inn Tharaldson Enterp.	\$ 919.37	\$ 711.59	-22.60%	\$ 849.65	\$ 720.39	-15.21%	\$ 1,100.90	\$ 978.75	-11.10%	\$ 936.33	\$ 1,136.94	21.43%
Firehouse Subs - (Augustine)	\$ 252.00	\$ 375.00	48.81%	\$ 377.00	\$ 427.00	13.26%	\$ 381.00	\$ 391.00	2.62%	\$ 358.00	\$ 392.00	9.50%
Gardner's Sno Biz	\$ 99.45	\$ 81.56	-17.99%	\$ 108.24	\$ 94.02	-13.14%	\$ 86.37	\$ 81.29	-5.88%	\$ 97.27	\$ 84.73	-12.89%
Golden Corral	\$ 2,703.61	\$ 2,766.27	2.32%	\$ 2,825.12	\$ 2,875.30	1.78%	\$ 2,411.37	\$ 2,365.94	-1.88%	\$ 2,553.26	\$ 2,593.99	1.60%
Great American Cookies	\$ 300.10	\$ 371.17	23.68%	\$ 347.68	\$ 363.19	4.46%	\$ 312.41	\$ 339.49	8.67%	\$ 345.59	\$ 361.17	4.51%
Hillbilly Holler d/b/a Lokomotion	\$ 35.00	\$ 31.00	-11.43%	\$ 26.00	\$ 24.95	-4.04%	\$ 13.24	\$ 15.24	15.11%	\$ 9.00	\$ 13.00	44.44%
Hooters of Fayetteville, Inc.	\$ 1,104.00	\$ 1,069.00	-3.17%	\$ 1,133.00	\$ 1,083.00	-4.41%	\$ 1,088.00	\$ 1,135.50	4.37%	\$ 1,040.00	\$ 1,120.50	7.74%
Jason's Deli	\$ 1,479.00	\$ 1,565.00	5.81%	\$ 1,655.00	\$ 1,774.00	7.19%	\$ 1,403.00	\$ 1,533.00	9.27%	\$ 1,517.00	\$ 1,730.00	14.04%
Kobe Japanese Restaurant Inc.	\$ 382.00	\$ 492.00	28.80%	\$ 414.00	\$ 498.00	20.29%	\$ 487.00	\$ 447.00	-8.21%	\$ 498.00	\$ 502.00	0.80%
Latte Da	\$ 52.47	\$ 73.47	40.02%	\$ 40.64	\$ 27.55	-32.21%	\$ 57.58	\$ 63.23	9.81%	\$ 63.27	\$ 51.22	-19.05%
Lenny's Sub Shop c/o Sebit Inc.	\$ 357.00	\$ 347.00	-2.80%	\$ 354.00	\$ 398.00	12.43%	\$ 328.00	\$ 366.00	11.59%	\$ 319.00	\$ 371.00	16.30%
Logan's Roadhouse Restaurant	\$ 2,327.16	\$ 2,492.55	7.11%	\$ 1,889.91	\$ 2,006.42	6.16%	\$ 1,763.23	\$ 1,878.93	6.56%	\$ 2,449.10	\$ 2,431.54	-0.72%
Louie's Grill & Bar	\$ 1,158.36	\$ 1,107.90	-4.36%	\$ 1,171.31	\$ 1,098.12	-6.25%	\$ 1,175.37	\$ 1,324.71	12.71%	\$ 1,231.82	\$ 1,295.81	5.19%
Mariachi's Mexican Grill	\$ 153.00	\$ 137.72	-9.99%	\$ 149.00	\$ 115.78	-22.30%	\$ 133.00	\$ 107.91	-18.86%	\$ 164.00	\$ 121.53	-25.90%
Marketplace Express	\$ 1,075.00	\$ 1,129.00	5.02%	\$ 1,177.00	\$ 1,131.00	-3.91%	\$ 996.00	\$ 948.00	-4.82%	\$ 1,076.00	\$ 1,623.00	50.84%
McAlister's Deli of NWA	\$ 878.00	\$ 1,034.00	17.77%	\$ 1,007.00	\$ 1,148.00	14.00%	\$ 873.00	\$ 1,064.00	21.88%	\$ 1,005.00	\$ 1,108.00	10.25%
McDonald's Joyce # 13440-Joyce	\$ 2,262.00	\$ 2,304.00	1.86%	\$ 2,192.00	\$ 2,322.00	5.93%	\$ 2,090.00	\$ 2,068.00	-1.05%	\$ 2,367.00	\$ 2,374.00	0.30%
Mellow Mushroom	\$ 1,236.00	\$ 1,112.00	-10.03%	\$ 1,299.00	\$ 1,153.00	-11.24%	\$ 1,066.00	\$ 1,037.00	-2.72%	\$ 1,069.00	\$ 1,127.00	5.43%
Mojitos Mexican Grill	\$ 942.00	\$ 1,006.00	6.79%	\$ 838.00	\$ 969.00	15.63%	\$ 676.00	\$ 871.00	28.85%	\$ 730.00	\$ 938.00	28.49%
Neighborhood News	\$ -	\$ 116.00	0.00%	\$ 48.00	\$ 123.00	156.25%	\$ 83.00	\$ 112.00	34.94%	\$ 87.00	\$ 105.00	20.69%
Noodles Italian Kitchen	\$ 1,629.00	\$ 1,784.00	9.52%	\$ 1,851.00	\$ 2,088.00	12.80%	\$ 1,668.00	\$ 1,779.00	6.65%	\$ 1,818.00	\$ 1,945.00	6.99%
OK China Buffet Inc.	\$ 521.57	\$ 504.22	-3.33%	\$ 512.77	\$ 480.29	-6.33%	\$ 440.24	\$ 428.85	-2.59%	\$ 507.08	\$ 489.14	-3.54%
Olive Garden Italian Restaurant #1590	\$ 2,425.87	\$ 2,784.03	14.76%	\$ 2,573.18	\$ 2,927.43	13.77%	\$ 3,104.14	\$ 3,330.74	7.30%	\$ 2,634.96	\$ 2,808.75	6.60%
Panera Bread	\$ 1,319.52	\$ 1,399.92	6.09%	\$ 1,450.73	\$ 1,541.96	6.29%	\$ 1,444.08	\$ 1,483.40	2.72%	\$ 1,625.67	\$ 1,729.85	6.41%
Paradise Valley Athletic Club	\$ 47.47	\$ 53.13	11.92%	\$ 37.11	\$ 31.55	-14.98%	\$ 19.78	\$ 25.01	26.44%	\$ 15.47	\$ 28.88	86.68%
Quiznos Sub - Joyce Blvd.	\$ 113.07	\$ 103.60	-8.38%	\$ 117.05	\$ -	0.00%	\$ 111.23	\$ 155.36	39.67%	\$ 94.27	\$ 110.45	17.16%
Razorback Twelve Cinema Malco Theatres, Inc.	\$ 2,380.64	\$ 2,734.42	14.86%	\$ 1,353.86	\$ 1,354.02	0.01%	\$ 948.00	\$ 1,010.10	6.55%	\$ 1,308.00	\$ 980.95	-25.00%
Red Lobster #402 GMRI, Inc.	\$ 2,018.17	\$ 2,153.04	6.68%	\$ 2,081.49	\$ 2,211.36	6.24%	\$ 2,612.58	\$ 2,532.32	-3.07%	\$ 2,115.21	\$ 2,163.49	2.28%
Red Robin Gourmet Burgers	\$ 828.34	\$ 975.95	17.82%	\$ 757.97	\$ 966.77	27.55%	\$ 767.73	\$ 988.18	28.71%	\$ 1,450.98	\$ 1,757.37	21.12%
Sbarro America, Inc. #596	\$ 319.80	\$ 383.52	19.92%	\$ 333.91	\$ 416.56	24.75%	\$ 238.68	\$ 309.36	29.61%	\$ 296.28	\$ 352.03	18.82%

SFNJ 88 Arkansas, LLC	\$ 390.78	\$ 435.60	11.47%	\$ 393.19	\$ 488.70	24.29%	\$ 337.62	\$ 416.08	23.24%	\$ 388.41	\$ 495.15	27.48%
Shogun Japanese Steak & Sushi	\$1,840.00	\$2,227.00	21.03%	\$1,905.00	\$2,103.00	10.39%	\$1,462.00	\$2,006.00	37.21%	\$1,806.00	\$2,186.00	21.04%
Sleep Inn Tharaldson Enterp.	\$ 438.66	\$ 448.08	2.15%	\$ 406.12	\$ 405.14	-0.24%	\$ 750.22	\$ 648.67	-13.54%	\$ 525.01	\$ 752.55	43.34%
Sonic Drive In - Johnson	\$ 884.00	\$ 844.50	-4.47%	\$ 857.00	\$ 873.00	1.87%	\$ 751.00	\$ 773.50	3.00%	\$ 722.00	\$ 733.50	1.59%
Starbucks Coffee #10483	\$ 826.78	\$ 875.84	5.93%	\$ 875.48	\$ 909.96	3.94%	\$1,141.59	\$1,490.84	30.59%	\$1,006.79	\$ 941.09	-6.53%
Steak N Shake	\$ 775.14	\$ 926.78	19.56%	\$ 817.17	\$1,023.77	25.28%	\$ 759.60	\$ 856.13	12.71%	\$ 777.74	\$ 992.42	27.60%
Subway #5-Futrell by Cox Cable	\$ 152.00	\$ 177.00	16.45%	\$ 163.00	\$ 218.00	33.74%	\$ 180.00	\$ 157.00	-12.78%	\$ 148.00	\$ 164.00	10.81%
Subway #6-Shiloh/Mall	\$ 187.00	\$ 198.00	5.88%	\$ 236.00	\$ 270.00	14.41%	\$ 217.00	\$ 173.00	-20.28%	\$ 192.00	\$ 187.00	-2.60%
Subway #7-Mall Ave.	\$ 260.00	\$ 266.00	2.31%	\$ 278.00	\$ 363.50	30.76%	\$ 296.00	\$ 276.00	-6.76%	\$ 238.00	\$ 271.00	13.87%
Taco Bell #339/Joyce	\$ 851.92	\$ 915.56	7.47%	\$ 849.23	\$ 929.83	9.49%	\$ 772.18	\$ 818.02	5.94%	\$ 825.52	\$ 891.36	7.98%
Taco Bell #581/Mall	\$ 322.79	\$ 371.04	14.95%	\$ 358.25	\$ 379.05	5.81%	\$ 278.95	\$ 288.08	3.27%	\$ 340.30	\$ 326.69	-4.00%
Taco Bueno #8001	\$ 722.08	\$ 736.04	1.93%	\$ 797.92	\$ 747.08	-6.37%	\$ 719.30	\$ 732.49	1.83%	\$ 763.09	\$ 766.17	0.40%
Target	\$ 151.13	\$ 151.99	0.57%	\$ 171.73	\$ 168.28	-2.01%	\$ 166.98	\$ 156.62	-6.20%	\$ 138.03	\$ 122.97	-10.91%
Wal-Mart #359 Mall Ave	\$ 827.82	\$ 896.69	8.32%	\$ 817.05	\$ 898.64	9.99%	\$ 811.32	\$ 932.56	14.94%	\$ 951.98	\$ 985.53	3.52%
Grand Total	\$50,920.25	\$54,512.94	7.06%	\$51,939.10	\$55,146.56	6.18%	\$51,034.96	\$54,043.24	5.89%	\$53,240.63	\$58,152.66	9.23%

Mall Area/Northside

(These businesses are either new, old, or have not submitted the latest report.)

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Dippin Dots		\$ 109.00	0.00%		\$ 110.00	0.00%		\$ 70.00	0.00%		\$ 84.00	0.00%
El Chico Restaurant #232	\$ 542.68			\$ 522.07			\$ 629.94			\$ 475.71	\$ -	
Frullati Enterprises, Inc.	\$ 278.10		0.00%	\$ 300.91		0.00%	\$ 213.54			\$ 229.18	\$ -	
Garcia's Mexican Restaurant	\$ -			\$ -			\$ -			\$ -		
Mall Twin Cinema Malco Theatres, Inc.	\$ -			\$ -			\$ -			\$ -		
Northern Exposure		\$ -	0.00%		\$ -	0.00%		\$ -	0.00%		\$ -	0.00%
Patron Mexican Grill c/o Masquitan, Inc.	\$ 403.96	\$ 8.00	-98.02%	\$ 323.00	\$ -	0.00%	\$ 281.00	\$ -	0.00%	\$ 312.00	\$ -	0.00%
TGI Fridays	\$1,434.00			\$1,460.00			\$1,858.00			\$1,398.00	\$ -	
Grand Total	\$2,658.74	\$117.00	-95.60%	\$2,605.98	\$110.00	-95.78%	\$2,982.48	\$70.00	-97.65%	\$2,414.89	\$84.00	-96.52%
Total All Businesses	\$53,578.99	\$54,629.94	1.96%	\$54,545.08	\$55,256.56	1.30%	\$54,017.44	\$54,113.24	0.18%	\$55,655.52	\$58,236.66	4.64%

College/Gregg

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
A. Q. Chicken Bradley Industries, Inc.	\$ 1,052.38	\$ 1,005.00	-4.50%	\$ 978.00	\$ 953.00	-2.56%	\$ 1,040.50	\$ 1,099.00	5.62%	\$ 1,150.00	\$ 1,209.00	5.13%
Al's Fast Trax	\$ 7.00	\$ 9.00	28.57%	\$ 7.00	\$ 12.00	71.43%	\$ 6.00	\$ 11.00	83.33%	\$ 5.00	\$ 10.00	100.00%
American Multi Cinema, Inc. Db: Fiesta Square 16	\$ 517.41	\$ 534.79	3.36%	\$ 273.21	\$ 313.50	14.75%	\$ 202.64	\$ 233.92	15.44%	\$ 243.93	\$ 183.70	-24.69%
Andy's Frozen Custard	\$ 532.00	\$ 430.00	-19.17%	\$ 478.53	\$ 415.00	-13.28%	\$ 405.00	\$ 362.00	-10.62%	\$ 316.00	\$ 349.00	10.44%
Arby's #1461-N. College	\$ 313.61	\$ 271.18	-13.53%	\$ 331.88	\$ 300.96	-9.32%	\$ 299.57	\$ 298.35	-0.41%	\$ 324.78	\$ 303.99	-6.40%
Art's Place-College	\$ 107.00	\$ 119.00	11.21%	\$ 108.00	\$ 118.00	9.26%	\$ 111.00	\$ 110.00	-0.90%	\$ 127.00	\$ 123.00	-3.16%
Atlanta Bread Company Arkansas Bread Company	\$ 484.00	\$ 674.56	39.37%	\$ 403.00	\$ 717.99	78.16%	\$ 1,727.18	\$ 725.24	-58.01%	\$ 1,762.64	\$ 762.59	-56.74%
Baba Boudan's Espresso Bar	\$ 96.00	\$ 102.00	6.25%	\$ 91.00	\$ 104.00	14.29%	\$ 95.00	\$ 105.45	11.00%	\$ 107.00	\$ 114.47	6.98%
Backyard Burgers	\$ 461.32	\$ 360.46	-21.86%	\$ 390.27	\$ 390.27	0.00%	\$ 464.21	\$ 455.65	-1.84%	\$ 461.13	\$ 400.88	-13.07%
Braum's-North #232	\$ 618.80	\$ 583.70	-5.67%	\$ 578.60	\$ 598.85	3.50%	\$ 517.62	\$ 539.24	4.18%	\$ 490.41	\$ 547.36	11.61%
Burger King-N College-#1982	\$ 713.00	\$ 650.00	-8.84%	\$ 694.00	\$ 619.00	-10.81%	\$ 662.00	\$ 631.00	-4.68%	\$ 725.00	\$ 670.00	-7.59%
Cafe Rue Orleans	\$ 221.85	\$ 206.32	-7.00%	\$ 230.36	\$ 251.43	9.15%	\$ 204.69	\$ 265.78	29.85%	\$ 255.00	\$ 282.07	10.62%
Chief Motel Gandhii, Inc.	\$ 71.00	\$ 78.00	9.86%	\$ 69.00	\$ 71.00	2.90%	\$ 124.00	\$ 94.00	-24.19%	\$ 117.00	\$ 159.00	35.90%
Chuck-E-Cheese's CEC Entertainment, Inc.	\$ 235.90	\$ 244.43	3.62%	\$ 262.87	\$ 220.48	-16.13%	\$ 244.41	\$ 249.16	1.94%	\$ 215.91	\$ 431.49	99.85%
Chuck's Cake Shoppe	\$ 79.33	\$ 95.80	20.76%	\$ 76.95	\$ 74.15	-3.64%	\$ 80.23	\$ 81.56	1.66%	\$ 94.73	\$ 85.59	-9.65%
Days Inn J.M.U., Inc.	\$ 491.00	\$ 580.00	18.13%	\$ 461.00	\$ 518.00	12.36%	\$ 958.00	\$ 914.00	-4.59%	\$ 804.00	\$ 1,265.00	57.34%
East Buffet	\$ 292.45	\$ 291.22	-0.42%	\$ 285.12	\$ 316.78	11.10%	\$ 262.03	\$ 288.74	10.19%	\$ 278.05	\$ 299.17	7.60%
Flying Burrito Company #2 College	\$ 610.00	\$ 663.00	8.69%	\$ 644.00	\$ 711.00	10.40%	\$ 624.00	\$ 653.00	4.65%	\$ 621.00	\$ 663.00	6.76%
Foghorn's	\$ 191.00	\$ 250.00	30.89%	\$ 211.00	\$ 247.00	17.06%	\$ 279.00	\$ 372.00	33.33%	\$ 257.00	\$ 339.00	31.91%
Formosa	\$ 244.02	\$ 205.86	-15.64%	\$ 240.30	\$ 213.97	-10.96%	\$ 240.00	\$ 205.89	-14.21%	\$ 236.93	\$ 210.52	-11.15%
Hastings - Hardback Cafe	\$ 76.47	\$ 80.63	5.44%	\$ 74.54	\$ 83.13	11.52%	\$ 74.54	\$ 81.91	9.89%	\$ 84.47	\$ 84.37	-0.12%
Herman's Ribhouse Barnes, Inc.	\$ 701.00	\$ 498.00	-28.96%	\$ 756.00	\$ 642.00	-15.08%	\$ 746.00	\$ 784.00	5.09%	\$ 793.00	\$ 866.00	9.21%
Hiway Inn Motel	\$ 26.86	\$ 24.50	-8.79%	\$ 21.10	\$ 29.05	37.68%	\$ 59.30	\$ 70.71	19.24%	\$ 37.38	\$ 40.11	7.30%
Hot Rod Mike's Bar & Grille	\$ 92.00	\$ 98.00	6.52%	\$ 116.00	\$ 99.00	-14.66%	\$ 123.00	\$ 104.00	-15.45%	\$ 134.00	\$ 37.00	-72.39%
Jim's Razorbk Pizza Gregg St.(Waselues)	\$ 229.00	\$ 208.00	-9.17%	\$ 244.00	\$ 207.00	-15.16%	\$ 256.00	\$ 234.00	-8.59%	\$ 297.00	\$ 237.00	-20.20%
Kentucky Fried Chicken-N College	\$ 636.00	\$ 505.00	-20.60%	\$ 574.00	\$ 500.00	-12.89%	\$ 570.00	\$ 531.00	-6.84%	\$ 549.00	\$ 526.00	-4.19%
La Huerta Mexican Jalisco Group, Inc.	\$ 1,200.00	\$ 969.00	-19.25%	\$ 1,156.00	\$ 967.00	-16.35%	\$ 1,033.00	\$ 881.00	-14.71%	\$ 1,063.00	\$ 898.00	-15.52%
Maggie Moo's	\$ 234.00	\$ 198.00	-15.38%	\$ 263.00	\$ 242.00	-7.98%	\$ 186.00	\$ 163.00	-12.37%	\$ 152.00	\$ 188.00	23.68%
Marvin's IGA #221/College	\$ 48.27	\$ 74.45	54.24%	\$ 32.50	\$ 109.09	235.66%	\$ 38.18	\$ 103.24	170.40%	\$ 34.55	\$ 90.69	162.49%
Maudie's Seafood Market	\$ 4.37	\$ 0.92	-78.95%	\$ 2.21	\$ 0.00	0.00%	\$ 0.00	\$ 0.55	0.00%	\$ 4.47	\$ 0.00	0.00%
McDonald's #1363-College	\$ 1,136.00	\$ 1,163.00	2.38%	\$ 1,198.00	\$ 1,223.00	2.09%	\$ 1,249.00	\$ 1,248.00	-0.08%	\$ 1,374.00	\$ 1,415.00	2.98%
Mermaids	\$ 550.00	\$ 493.00	-10.36%	\$ 539.00	\$ 563.50	4.55%	\$ 466.00	\$ 629.00	34.98%	\$ 554.00	\$ 697.00	25.81%
Mong Dynasty #2	\$ 147.00	\$ 154.00	4.76%	\$ 148.00	\$ 144.00	-2.70%	\$ 138.00	\$ 138.00	0.00%	\$ 159.00	\$ 143.00	-10.06%
Motel 6 Operating L.P.	\$ 537.87	\$ 594.50	10.53%	\$ 583.64	\$ 571.95	-2.00%	\$ 646.95	\$ 609.54	-5.78%	\$ 627.56	\$ 695.32	10.80%
On The Mark	\$ 211.00	\$ 208.00	-1.42%	\$ 228.00	\$ 197.00	-13.60%	\$ 225.00	\$ 267.00	18.67%	\$ 302.00	\$ 282.00	-6.62%
Ozark Lanes Cafe	\$ 116.00	\$ 141.00	21.55%	\$ 123.00	\$ 147.00	19.51%	\$ 134.00	\$ 161.00	20.15%	\$ 137.00	\$ 175.00	27.74%
Ozark Natural Foods	\$ 487.08	\$ 493.04	1.22%	\$ 495.57	\$ 512.70	3.46%	\$ 506.47	\$ 544.12	7.43%	\$ 543.27	\$ 516.85	-4.86%
Pesto Cafe	\$ 855.00	\$ 863.00	0.94%	\$ 866.00	\$ 890.00	2.77%	\$ 805.00	\$ 814.00	1.12%	\$ 954.00	\$ 890.00	-6.71%
Pizza Hut #2603/College	\$ 525.64	\$ 557.27	6.02%	\$ 421.42	\$ 462.57	9.76%	\$ 405.34	\$ 457.67	12.91%	\$ 475.59	\$ 573.12	20.51%
Racha Restaurant	\$ 34.00	\$ 26.00	-23.53%	\$ 39.00	\$ 30.00	-23.08%	\$ 33.00	\$ 30.00	-9.09%	\$ 33.00	\$ 31.00	-6.06%
Richard's Country Meat Mkt.	\$ 89.53	\$ 93.27	4.18%	\$ 83.30	\$ 78.21	-6.11%	\$ 91.12	\$ 84.25	-7.54%	\$ 88.53	\$ 92.94	4.98%
Rick's Bakery	\$ 1,065.00	\$ 1,807.00	69.67%	\$ 1,874.00	\$ 2,116.00	12.91%	\$ 1,900.00	\$ 2,889.00	52.05%	\$ 1,727.00	\$ 2,366.00	37.00%
Sassy's Red House	\$ 394.00	\$ 554.00	40.61%	\$ 514.00	\$ 610.00	18.68%	\$ 531.00	\$ 733.00	38.04%	\$ 405.00	\$ 740.00	82.72%
Savor Restaurant, LLC	\$ 480.00	\$ 505.00	5.21%	\$ 452.00	\$ 402.00	-11.06%	\$ 519.00	\$ 515.00	-0.77%	\$ 596.00	\$ 482.00	-19.13%
Schlotzsky's Deli c/o Midwest Sandwich Co.	\$ 523.00	\$ 530.00	1.34%	\$ 583.00	\$ 594.00	1.89%	\$ 549.00	\$ 559.00	1.82%	\$ 560.00	\$ 590.00	5.36%
Shake's Frozen Custard, Inc-N. College	\$ 440.00	\$ 408.00	-7.27%	\$ 437.00	\$ 405.00	-7.32%	\$ 354.00	\$ 362.00	2.26%	\$ 336.00	\$ 374.00	11.31%
Slim Chicken's	\$ 803.89	\$ 830.35	3.29%	\$ 1,023.12	\$ 1,025.20	0.20%	\$ 1,044.94	\$ 1,103.17	5.57%	\$ 1,018.09	\$ 1,074.21	5.51%
Sonic Drive-In #6-College	\$ 1,066.00	\$ 995.00	-6.66%	\$ 1,039.00	\$ 1,037.00	-0.19%	\$ 907.00	\$ 969.00	6.84%	\$ 884.00	\$ 938.00	6.11%
Stone Mill Bread & Flour Co.	\$ 347.00	\$ 458.00	31.99%	\$ 385.00	\$ 466.00	21.04%	\$ 391.00	\$ 429.00	9.72%	\$ 437.00	\$ 471.00	7.78%
Subway #1-Township	\$ 296.00	\$ 324.00	9.46%	\$ 288.00	\$ 431.00	49.65%	\$ 368.00	\$ 358.00	-2.72%	\$ 301.00	\$ 360.00	19.60%
Taco Bell #503/N College	\$ 706.60	\$ 721.90	2.17%	\$ 717.54	\$ 770.86	7.43%	\$ 731.94	\$ 779.06	6.44%	\$ 743.26	\$ 820.67	10.41%
Tangiers Mediterranean Food & Cafe	\$ 59.88	\$ 49.94	-16.60%	\$ 41.19	\$ 64.04	55.47%	\$ 38.08	\$ 59.52	56.30%	\$ 42.88	\$ 76.04	77.33%
Thai Diner	\$ 322.00	\$ 339.00	5.28%	\$ 329.00	\$ 328.00	-0.30%	\$ 289.00	\$ 314.00	8.65%	\$ 325.00	\$ 304.00	-6.46%
Twin Arch Motel	\$ 25.00	\$ 24.00	-4.00%	\$ 21.00	\$ 30.00	42.86%	\$ 17.00	\$ 33.00	94.12%	\$ 17.00	\$ 31.00	82.35%
Village Inn Hospitality Specialists	\$ 983.00	\$ 1,076.00	9.46%	\$ 1,029.00	\$ 1,117.00	8.55%	\$ 1,121.00	\$ 1,087.00	-3.03%	\$ 1,086.00	\$ 1,178.00	8.47%

Wendy's #40-N College	\$ 631.00	\$ 640.00	1.43%	\$ 606.00	\$ 674.00	11.22%	\$ 654.00	\$ 716.00	9.48%	\$ 670.00	\$ 750.00	11.94%
White Oak Station #14-Gregg	\$ 57.96	\$ 61.02	5.28%	\$ 60.33	\$ 65.25	8.16%	\$ 73.28	\$ 62.54	-14.66%	\$ 71.02	\$ 57.88	-18.50%
Whole Hog Café	\$ 818.44	\$ 839.51	2.57%	\$ 841.81	\$ 848.07	0.74%	\$ 960.10	\$ 1,003.35	4.50%	\$ 840.82	\$ 1,003.35	19.33%
Grand Total	\$24,294.93	\$24,959.62	2.74%	\$24,629.09	\$25,848.00	4.95%	\$26,781.32	\$27,602.61	3.07%	\$27,029.40	\$28,503.38	5.45%

College/Gregg

(These businesses are either new, old, or have not submitted the latest report.)

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Antoinette's		\$ -	0.00%		\$ -	0.00%		\$ -	0.00%	\$ -	\$ -	0.00%
Cheers	\$ 33.48	\$ 27.43	-18.07%	\$ 31.12	\$ -	0.00%	\$ 33.08	\$ -	0.00%	\$ 30.02	\$ -	0.00%
Crossover Daylight Donuts, Inc.	\$ -	\$ 153.93	0.00%	\$ -	\$ 147.94	0.00%	\$ -	\$ 149.96	0.00%	\$ -	\$ 183.65	0.00%
El Tejano Mexican Food	\$ -	\$ 327.42	0.00%	\$ -	\$ 346.54	0.00%	\$ 196.42	\$ 319.60	62.71%	\$ 325.24	\$ 338.31	4.02%
Frozen Tung	\$ 140.27	\$ 141.45	0.84%	\$ 72.18	\$ 74.95	3.84%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Joe's Bistro	\$ 102.00			\$ 118.65			\$ -			\$ -		
Lean Green Gourmet LLC		\$ 148.09	0.00%		\$ 195.66	0.00%		\$ 221.00	0.00%		\$ 198.82	0.00%
Lou Lou's Fish Shack	\$ -			\$ -			\$ -			\$ -		
Mama Carmen's Global Café		\$ -	0.00%		\$ -	0.00%		\$ -	0.00%		\$ -	0.00%
Nibbles Academy of Cooking		\$ 49.56	0.00%		\$ 66.01	0.00%		\$ 50.50	0.00%		\$ 16.17	0.00%
Papa John's Pizza	\$ 571.00	\$ 552.00	-3.33%	\$ 645.00	\$ 530.00	-17.83%	\$ 755.00	\$ 606.00	-19.74%	\$ 835.00	\$ -	0.00%
Pho Saigon Vietnamese & Chinese Cuisine	\$ 69.14	\$ 63.00	-8.88%	\$ 66.00	\$ 65.00	-1.52%	\$ 61.00	\$ 66.00	8.20%	\$ 56.00	\$ -	0.00%
Rena's Original Coney Island		\$ -	0.00%		\$ -	0.00%		\$ 88.00	0.00%		\$ 103.00	0.00%
Rufino's		\$ 184.90	0.00%		\$ 186.82	0.00%		\$ 194.26	0.00%		\$ 177.74	0.00%
Siebert Inc. DBA Shave the Planet	\$ -	\$ 94.38	0.00%	\$ -	\$ 30.66	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Starlight Skatium		\$ 44.00	0.00%		\$ 24.00	0.00%		\$ 44.00	0.00%		\$ 52.00	0.00%
Tiamo Italian Restaurant	\$ -	\$ 120.00	0.00%	\$ -	\$ 163.00	0.00%	\$ -	\$ 105.00	0.00%	\$ -	\$ 133.00	0.00%
Tim's Pizza - North	\$ 421.05	\$ 418.08	-0.71%	\$ 398.00	\$ 438.90	10.28%	\$ 387.00	\$ 475.11	22.77%	\$ 409.00	\$ -	0.00%
Valero Superstop	\$ 24.06			\$ 24.74			\$ 26.99			\$ 15.79		
Wilma's Restaurant	\$ 90.00	\$ 35.00	-61.11%	\$ 92.00	\$ -	0.00%	\$ 96.00	\$ -	0.00%	\$ 108.00	\$ -	0.00%
Grand Total	\$ 1,451.00	\$ 2,359.24	62.59%	\$ 1,447.69	\$ 2,269.48	56.77%	\$ 1,555.49	\$ 2,319.43	49.11%	\$ 1,779.05	\$ 1,202.69	-32.40%

Total All Businesses	\$25,745.93	\$27,318.86	6.11%	\$26,076.78	\$28,117.48	7.83%	\$28,336.81	\$29,922.04	5.59%	\$28,808.45	\$29,706.07	3.12%
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Square

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
A Taste of Thai	\$160.00	\$424.00	165.00%	\$289.00	\$509.87	76.43%	\$286.00	\$537.99	88.11%	\$297.00	\$433.50	45.96%
Hugo's Restaurant	\$889.00	\$1,006.00	13.16%	\$1,015.00	\$975.00	-3.94%	\$834.00	\$851.00	2.04%	\$1,051.00	\$969.00	-7.80%
Little Bread Company	\$108.00	\$124.60	15.37%	\$78.00	\$124.70	59.87%	\$116.00	\$87.00	-25.00%	\$96.00	\$0.00	0.00%
Loafin Joe's	\$309.00	\$325.00	5.18%	\$429.00	\$409.00	-4.66%	\$344.00	\$384.00	11.63%	\$392.00	\$425.00	8.42%
Oseguera Mexican Steakhouse	\$62.77	\$87.50	39.40%	\$19.08	\$82.00	329.77%	\$0.00	\$81.00	0.00%	\$0.00	\$62.00	0.00%
Petra Café, LLC	\$87.66	\$87.36	-0.34%	\$86.63	\$81.55	-5.86%	\$68.11	\$76.00	11.58%	\$73.21	\$82.00	12.01%
Stay Inn Style	\$29.00	\$16.00	-44.83%	\$15.00	\$13.00	-13.33%	\$37.00	\$31.00	-16.22%	\$39.00	\$47.00	20.51%
The Cosmopolitan Hotel	\$1,356.65	\$784.13	-42.20%	\$1,164.82	\$1,090.21	-6.41%	\$2,127.30	\$1,557.48	-26.79%	\$1,894.28	\$2,050.94	8.27%
Tiny Tim's Pizza West Mtn Brewing Company	\$584.00	\$493.00	-15.58%	\$637.00	\$497.00	-21.98%	\$489.00	\$474.00	-3.07%	\$582.00	\$552.00	-5.15%
Uncle Gaylord's/David's Restaurant	\$92.00	\$149.20	62.17%	\$97.26	\$104.25	7.19%	\$132.18	\$68.47	-48.20%	\$88.11	\$0.00	0.00%
Grand Total	\$3,678.08	\$3,496.79	-4.93%	\$3,830.79	\$3,886.58	1.46%	\$4,433.59	\$4,147.94	-6.44%	\$4,512.60	\$4,621.44	2.41%

Square

(These businesses are either new, old, or have not submitted the latest report.)

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Bliss Cupcake Café, LLC	\$0.00	\$37.35	0.00%	\$0.00	\$30.91	0.00%	\$0.00	\$30.26	0.00%	\$0.00	\$26.56	0.00%
Damgoode Pies c/o Maxwell Investments, LLC	\$0.00	\$766.00	0.00%	\$33.63	\$744.00	2112.31%	\$854.16	\$775.54	-9.20%	\$845.00	\$762.00	-9.82%
Hjem Restaurant		\$230.00	0.00%		\$164.00	0.00%		\$145.00	0.00%		\$168.00	0.00%
Mariachi's Mexican Grill	\$153.00			\$149.00			\$133.00			\$164.00		
Urban Table, LLC	\$0.00			\$0.00			\$0.00			\$0.00		
Whole Earth Organic Lounge		\$13.77	0.00%		\$66.73	0.00%		\$108.13	0.00%		\$0.00	0.00%
Grand Total	\$153.00	\$1,047.12	584.39%	\$182.63	\$1,005.64	450.64%	\$987.16	\$1,058.93	7.27%	\$1,009.00	\$956.56	-5.20%
Total for All Businesses	\$3,831.08	\$4,543.91	18.61%	\$4,013.42	\$4,892.22	21.90%	\$5,420.75	\$5,206.87	-3.95%	\$5,521.60	\$5,578.00	1.02%

Martin Luther King

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Arby's #6675-Hwy 62	\$ 713.53	\$ 674.59	-5.46%	\$ 784.72	\$ 767.42	-2.20%	\$ 779.07	\$ 795.82	2.15%	\$ 800.05	\$ 795.35	-0.59%
Best Western Winsor Suites	\$ 664.00	\$ 776.00	16.87%	\$ 605.00	\$ 700.00	15.70%	\$ 808.00	\$ 856.00	5.94%	\$ 774.00	\$ 1,066.00	37.73%
Braum's-West #235	\$ 694.69	\$ 639.32	-7.97%	\$ 649.10	\$ 665.55	2.53%	\$ 585.18	\$ 590.57	0.92%	\$ 547.10	\$ 588.33	7.54%
Burger King-Hwy 62-#10614	\$ 905.00	\$ 881.00	-2.65%	\$ 894.00	\$ 834.00	-6.71%	\$ 885.00	\$ 812.00	-8.25%	\$ 944.00	\$ 851.00	-9.85%
Candlewood Suites	\$ 487.99	\$ 562.69	15.31%	\$ 730.07	\$ 538.94	-26.18%	\$ 927.32	\$ 657.84	-29.06%	\$ 905.20	\$ 1,025.04	13.24%
Charlie's Chicken	\$ 455.00	\$ 403.00	-11.43%	\$ 502.00	\$ 496.00	-1.20%	\$ 529.00	\$ 529.00	0.00%	\$ 477.00	\$ 518.00	8.60%
Chick-Fil-A (Razorback Road)	\$ 1,924.47	\$ 2,134.80	10.93%	\$ 2,184.59	\$ 2,358.56	7.96%	\$ 2,282.50	\$ 2,601.38	13.97%	\$ 2,388.97	\$ 2,569.95	7.58%
Clarion Inn	\$ 1,339.00	\$ 1,142.61	-14.67%	\$ 1,128.00	\$ 979.00	-13.21%	\$ 2,184.00	\$ 1,802.52	-17.47%	\$ 1,770.00	\$ 2,257.81	27.56%
Denny's #7016 DenArk, Inc.	\$ 852.00	\$ 812.40	-4.65%	\$ 859.00	\$ 807.40	-6.01%	\$ 1,215.00	\$ 1,042.12	-14.23%	\$ 848.00	\$ 874.10	3.08%
Firehouse Subs (6th Street)	\$ 369.00	\$ 431.00	16.80%	\$ 553.00	\$ 509.00	-7.96%	\$ 440.00	\$ 487.00	10.68%	\$ 450.00	\$ 509.00	13.11%
Flash Market, Inc. #194/MLK	\$ 24.65	\$ 24.33	-1.30%	\$ 23.14	\$ 25.65	10.85%	\$ 23.03	\$ 21.85	-5.12%	\$ 25.98	\$ 24.23	-6.74%
Hampton Inn Generations, Inc.	\$ 1,468.00	\$ 1,543.00	5.11%	\$ 1,740.00	\$ 1,568.00	-9.89%	\$ 1,985.00	\$ 1,925.00	-3.02%	\$ 2,075.00	\$ 2,359.00	13.69%
Hwy 62 Event Center	\$ 50.79	\$ -	0.00%	\$ 20.96	\$ 22.82	8.87%	\$ 4.30	\$ 18.66	333.95%	\$ 35.22	\$ 52.21	48.24%
Inta Juice	\$ 159.98	\$ 114.91	-28.17%	\$ 142.34	\$ 144.69	1.65%	\$ 146.92	\$ 152.11	3.53%	\$ 212.60	\$ 160.53	-24.49%
J.D. China Corporation	\$ 418.00	\$ 431.00	3.11%	\$ 465.00	\$ 463.00	-0.43%	\$ 432.00	\$ 428.00	-0.93%	\$ 454.00	\$ 434.00	-4.41%
Jim's Razorbk Pizza 6th St.-Jim Reaves (Owner)	\$ 474.00	\$ 454.00	-4.22%	\$ 466.00	\$ 415.00	-10.94%	\$ 464.00	\$ 304.00	-34.48%	\$ 455.00	\$ 422.00	-7.25%
KFC #142 - 6th Street	\$ 689.24	\$ 567.69	-17.64%	\$ 609.85	\$ 566.77	-7.06%	\$ 598.94	\$ 538.00	-10.17%	\$ 580.05	\$ 596.57	2.85%
La San Marquena	\$ 45.00	\$ 87.00	93.33%	\$ 46.00	\$ 94.00	104.35%	\$ 47.00	\$ 81.00	72.34%	\$ 58.00	\$ 77.00	32.76%
McDonald's #10937-MLK Blvd.	\$ 1,657.00	\$ 1,691.00	2.05%	\$ 1,778.00	\$ 1,756.00	-1.24%	\$ 1,852.00	\$ 1,824.00	-1.51%	\$ 2,077.00	\$ 2,050.00	-1.30%
McDonald's/Walmart #15491-MLK	\$ 381.00	\$ 371.00	-2.62%	\$ 395.00	\$ 390.00	-1.27%	\$ 374.00	\$ 356.00	-4.81%	\$ 397.00	\$ 386.00	-2.77%
Mexico Viejo	\$ 1,309.00	\$ 1,228.00	-6.19%	\$ 1,480.00	\$ 1,434.00	-3.11%	\$ 1,369.00	\$ 1,299.00	-5.11%	\$ 1,325.00	\$ 1,422.00	7.32%
Pavilion Buffet, Inc.	\$ 414.66	\$ 387.90	-6.45%	\$ 392.97	\$ 390.39	-0.66%	\$ 374.53	\$ 363.82	-2.86%	\$ 402.61	\$ 389.41	-3.28%
Pho Quyen Vietnamese Restaurant	\$ 86.52	\$ 141.75	63.83%	\$ 73.50	\$ 167.00	127.21%	\$ 145.04	\$ 186.14	28.34%	\$ 152.00	\$ 153.00	0.66%
Popeye's Chicken & Biscuit	\$ 887.00	\$ 984.00	10.94%	\$ 979.00	\$ 1,066.00	8.89%	\$ 1,024.00	\$ 1,170.00	14.26%	\$ 1,085.00	\$ 1,175.00	8.29%
Quality Inn-Krupali Hospitality Inc.	\$ 318.00	\$ 121.00	-61.95%	\$ 123.00	\$ 127.00	3.25%	\$ 138.00	\$ 156.00	13.04%	\$ 152.00	\$ 319.00	109.87%
Red Roof Inn Krushiker Hospitality Group	\$ 468.00	\$ 591.00	26.28%	\$ 460.00	\$ 486.00	5.65%	\$ 760.00	\$ 700.00	-7.89%	\$ 661.00	\$ 883.00	33.59%
Regency 7 Motel	\$ 175.98	\$ 177.49	0.86%	\$ 217.95	\$ 168.65	-22.62%	\$ 279.64	\$ 182.49	-34.74%	\$ 201.62	\$ 250.48	24.23%
Ruby Tuesday	\$ 984.00	\$ 922.09	-6.29%	\$ 1,037.43	\$ 984.81	-5.07%	\$ 1,363.49	\$ 1,169.85	-14.20%	\$ 1,082.35	\$ 931.13	-13.97%
Sonic Drive-In #2-MLK Blvd.	\$ 1,163.00	\$ 1,159.00	-0.34%	\$ 1,374.00	\$ 1,410.00	2.62%	\$ 1,323.00	\$ 1,477.00	11.64%	\$ 1,320.00	\$ 1,432.00	8.48%
Southern View II	\$ 166.08	\$ 179.87	8.30%	\$ 187.69	\$ 166.28	-11.41%	\$ 156.89	\$ 166.69	6.25%	\$ 170.54	\$ 192.74	13.02%
Subway #3-MLK Blvd.	\$ 484.00	\$ 485.00	0.21%	\$ 535.00	\$ 734.00	37.20%	\$ 700.00	\$ 603.00	-13.86%	\$ 539.00	\$ 581.00	7.79%
Super 8 Motel (Supertel Hospitality)	\$ 419.24	\$ 474.96	13.29%	\$ 461.64	\$ 450.63	-2.38%	\$ 626.18	\$ 577.21	-7.82%	\$ 593.08	\$ 699.38	17.92%
Taco Bell #533/Hwy 62	\$ 1,408.71	\$ 1,501.76	6.61%	\$ 1,516.12	\$ 1,632.15	7.65%	\$ 1,641.99	\$ 1,806.92	10.04%	\$ 1,732.96	\$ 1,874.31	8.16%
Taiwan Chinese Restaurant	\$ 142.17	\$ 121.54	-14.51%	\$ 152.50	\$ 132.80	-12.92%	\$ 140.98	\$ 136.49	-3.18%	\$ 146.67	\$ 148.37	1.16%
Value Place	\$ 117.00	\$ 482.00	311.97%	\$ 85.00	\$ 439.00	416.47%	\$ 130.00	\$ 373.00	186.92%	\$ 164.00	\$ 357.00	117.68%
Waffle House	\$ 355.60	\$ 390.97	9.95%	\$ 408.68	\$ 419.71	2.70%	\$ 425.32	\$ 444.33	4.47%	\$ 481.69	\$ 494.22	2.60%
Wal-Mart #144	\$ 924.79	\$ 1,031.08	11.49%	\$ 956.75	\$ 986.24	3.08%	\$ 949.25	\$ 1,006.82	6.06%	\$ 1,079.43	\$ 1,125.73	4.29%
Wendy's #29-W 6th	\$ 972.00	\$ 975.00	0.31%	\$ 1,001.00	\$ 1,058.00	5.69%	\$ 1,075.00	\$ 1,152.00	7.16%	\$ 1,139.00	\$ 1,169.00	2.63%
Ye Olde King Pizza	\$ 240.00	\$ 22.10	-90.79%	\$ 274.34	\$ 324.91	18.43%	\$ 264.69	\$ 336.60	27.17%	\$ 283.27	\$ 362.47	27.96%
Zaxby's	\$ 507.24	\$ 599.94	18.28%	\$ 725.41	\$ 896.34	23.56%	\$ 708.58	\$ 771.22	8.84%	\$ 699.93	\$ 791.03	13.02%
Grand Total	\$ 25,315.33	\$ 25,717.79	1.59%	\$ 27,017.75	\$ 27,575.71	2.07%	\$ 30,157.84	\$ 29,901.45	-0.85%	\$ 29,685.32	\$ 32,366.39	9.03%

Martin Luther King

(These businesses are either new, old, or have not submitted the latest report.)

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Brenda's Drive In	\$ 129.00	\$ -	0.00%	\$ 128.00	\$ -	0.00%	\$ 156.17	\$ -	0.00%	\$ 131.00	\$ -	0.00%
Colombiamex	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Drifters, The Club	\$ -	\$ 41.00	0.00%	\$ -	\$ 27.00	0.00%	\$ -	\$ 23.00	0.00%	\$ -	\$ 20.00	0.00%
Razorback Daylight Donuts	\$ -	\$ 83.00	0.00%	\$ -	\$ 95.55	0.00%	\$ -	\$ 100.00	0.00%	\$ -	\$ 107.00	0.00%
Razor's Edge LLC	\$ -	\$ 401.50	0.00%	\$ -	\$ 333.50	0.00%	\$ -	\$ 345.00	0.00%	\$ -	\$ -	0.00%
Razor's Reef Grill & Cantina	\$ -	\$ -	0.00%	\$ 91.35	\$ -	0.00%	\$ 213.40	\$ -	0.00%	\$ 73.43	\$ -	0.00%
Grand Total	\$ 129.00	\$ 525.50	307.36%	\$ 219.35	\$ 456.05	107.91%	\$ 369.57	\$ 468.00	26.63%	\$ 204.43	\$ 127.00	-37.88%

Total All Businesses	\$ 25,444.33	\$ 26,243.29	3.14%	\$ 27,237.10	\$ 28,031.76	2.92%	\$ 30,527.41	\$ 30,369.45	-0.52%	\$ 29,889.75	\$ 32,493.39	8.71%
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West Side

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
112 Drive In Theatre	\$119.00	\$142.27	19.55%	\$113.00	\$91.23	-19.27%	\$49.00	\$101.41	106.96%	\$25.00	\$23.00	-8.00%
Betty Jo's Korner	\$7.00	\$6.00	-14.29%	\$8.00	\$5.00	-37.50%	\$7.00	\$4.00	-42.86%	\$7.00	\$4.00	-42.86%
Boars Nest BBQ	\$322.55	\$445.20	38.03%	\$359.00	\$442.10	23.15%	\$175.35	\$502.95	186.83%	\$67.00	\$0.00	0.00%
By Pass Mini Mart DVJ Enterprises, Inc.	\$72.53	\$64.53	-11.03%	\$72.32	\$78.29	8.25%	\$72.00	\$76.62	6.42%	\$85.05	\$78.04	-8.24%
Catfish Hole #3	\$1,855.55	\$1,982.52	6.84%	\$1,904.60	\$2,064.00	8.37%	\$1,842.48	\$2,110.21	14.53%	\$1,950.71	\$2,147.00	10.06%
Comfort Inn - Fayetteville Grewl Properties, LLC	\$653.40	\$675.00	3.31%	\$533.00	\$512.00	-3.94%	\$740.94	\$781.00	5.41%	\$875.00	\$917.00	4.80%
Country Inn Suites	\$661.00	\$480.00	-27.38%	\$599.00	\$491.00	-18.03%	\$711.00	\$564.00	-20.68%	\$629.00	\$864.00	37.36%
Domino's Pizza/Garland	\$443.00	\$592.00	33.63%	\$418.00	\$607.00	45.22%	\$484.00	\$759.00	56.82%	\$528.00	\$1,434.00	171.59%
Elenita's Mexican Café-Lindell Ave.	\$159.45	\$127.65	-19.94%	\$158.75	\$150.44	-5.23%	\$168.19	\$129.69	-22.89%	\$115.41	\$0.00	0.00%
Event Group Catering Division, Inc./Gregg	\$68.69	\$77.80	13.26%	\$37.58	\$98.74	162.75%	\$154.51	\$205.69	33.12%	\$378.08	\$275.83	-27.04%
Fast Trax #4	\$1.00	\$1.13	13.00%	\$0.75	\$0.98	30.67%	\$1.30	\$1.21	-6.92%	\$1.89	\$1.23	-34.92%
Flash Market, Inc. #189/Wedington	\$25.30	\$24.67	-2.49%	\$27.76	\$21.44	-22.77%	\$29.37	\$22.17	-24.51%	\$30.56	\$24.82	-18.78%
Green Submarine (The)		\$0.00	0.00%		\$0.00	0.00%		\$24.84	0.00%		\$98.27	0.00%
Guido's Pizza II	\$402.00	\$390.50	-2.86%	\$389.00	\$411.00	5.66%	\$381.00	\$447.00	17.32%	\$346.00	\$0.00	0.00%
Gu-Ma's Restaurant, LLC	\$0.00			\$0.00			\$13.32			\$41.72		
Gusano's Chicago Style Pizzeria	\$687.58	\$705.53	2.61%	\$707.63	\$749.46	5.91%	\$639.32	\$755.41	18.16%	\$703.64	\$814.21	15.71%
Hog's Breath Eatery	\$47.74	\$39.36	-17.55%	\$47.27	\$49.03	3.72%	\$39.88	\$38.67	-3.03%	\$39.23	\$37.97	-3.21%
Holiday Inn Express PMK Investment, Inc.	\$1,281.00	\$1,214.00	-5.23%	\$1,332.00	\$1,288.00	-3.30%	\$1,550.00	\$1,672.00	7.87%	\$1,535.00	\$1,909.50	24.40%
Homewood Suites	\$755.00	\$1,429.00	89.27%	\$708.00	\$1,301.00	83.76%	\$1,468.00	\$1,826.00	24.39%	\$1,239.00	\$2,013.00	62.47%
Hunan Manor	\$583.00	\$663.00	13.72%	\$565.00	\$724.00	28.14%	\$686.00	\$757.00	10.35%	\$706.00	\$694.00	-1.70%
International House of Pancakes	\$1,363.00	\$1,129.00	-17.17%	\$1,120.00	\$1,181.00	5.45%	\$1,505.00	\$1,526.00	1.40%	\$1,082.00	\$1,302.00	20.33%
JJ's Grill-N-Chill	\$0.00	\$1,076.00	0.00%	\$0.00	\$1,080.00	0.00%	\$1,046.00	\$1,220.00	16.63%	\$1,223.00	\$1,261.00	3.11%
Kwikit Food Store, Inc.	\$2.72	\$0.00	0.00%	\$2.87	\$0.00	0.00%	\$2.39	\$0.00	0.00%	\$2.23	\$0.00	0.00%
Links at Fayetteville	\$0.00	\$14.00	0.00%	\$3.00	\$17.00	466.67%	\$61.00	\$201.00	229.51%	\$43.00	\$151.00	251.16%
Links Golf & Country Club	\$18.66	\$11.40	-38.91%	\$21.37	\$10.58	-50.49%	\$7.22	\$6.73	-6.79%	\$3.68	\$5.53	50.27%
Lucky Luke's BBQ	\$168.80	\$162.05	-4.00%	\$193.35	\$234.63	21.35%	\$196.95	\$276.85	40.57%	\$205.42	\$0.00	0.00%
Lyn D's Cajun Gypsy Café	\$71.30	\$24.13	-66.16%	\$50.91	\$24.93	-51.03%	\$58.50	\$13.50	-76.92%	\$64.44	\$23.23	-63.95%
Mabuhay Oriental Store	\$0.00			\$0.00			\$0.00			\$0.00		
McDonald's Wedington #23781	\$1,748.00	\$1,736.00	-0.69%	\$1,826.00	\$1,687.00	-7.61%	\$1,844.00	\$1,708.00	-7.38%	\$1,984.00	\$2,005.00	1.06%
MoJo's Pints & Pies c/o Go Fast, LLC		\$270.40	0.00%		\$267.94	0.00%		\$295.82	0.00%		\$283.74	0.00%
Mordours Pizza	\$0.00	\$0.00	0.00%	\$0.00	\$21.24	0.00%	\$0.00	\$23.68	0.00%	\$0.00	\$25.88	0.00%
Mr. Burger #1 R&R Ent.	\$475.00	\$511.00	7.58%	\$403.00	\$449.00	11.41%	\$424.00	\$642.00	51.42%	\$498.00	\$487.00	-2.21%
North Street Mini Mart	\$27.14	\$24.88	-8.33%	\$30.25	\$30.33	0.26%	\$27.97	\$28.08	0.39%	\$25.09	\$27.02	7.69%
Pizza Hut #2601/Leverett	\$392.88	\$459.45	16.94%	\$326.88	\$370.13	13.23%	\$345.24	\$872.56	152.74%	\$447.28	\$934.39	108.90%
Restaurant on the Corner (ROTC)	\$135.00	\$151.00	11.85%	\$142.00	\$153.00	7.75%	\$144.00	\$187.36	30.11%	\$134.00	\$202.89	51.41%
Royal Donut Company	\$75.00	\$34.06	-54.59%	\$75.00	\$38.95	-48.07%	\$81.90	\$42.75	-47.80%	\$84.00	\$38.87	-53.73%
Sam's Club #8209	\$1,260.03	\$1,522.10	20.80%	\$1,252.01	\$1,484.57	18.57%	\$1,189.61	\$1,591.88	33.82%	\$1,306.73	\$1,708.72	30.76%
Sonic Drive-In #4-Colorado	\$1,365.00	\$1,282.00	-6.08%	\$1,369.00	\$1,270.00	-7.23%	\$1,270.00	\$1,252.00	-1.42%	\$1,207.00	\$1,259.00	4.31%
Subway #4-Wedington	\$290.00	\$463.00	59.66%	\$295.00	\$617.00	109.15%	\$344.00	\$472.00	37.21%	\$280.00	\$475.00	69.64%
Sunrise Café	\$124.35	\$111.10	-10.66%	\$137.96	\$111.27	-19.35%	\$158.25	\$139.79	-11.67%	\$163.76	\$109.23	-33.30%
Super Chicken		\$0.00	0.00%		\$0.00	0.00%		\$0.00	0.00%		\$0.00	0.00%
Taco Bell #340/Colorado	\$1,143.07	\$1,199.36	4.92%	\$1,177.41	\$1,258.72	6.91%	\$1,239.48	\$1,292.97	4.32%	\$1,250.53	\$1,362.93	8.99%
Taqueria Guanajuato		\$80.79	0.00%		\$64.00	0.00%		\$26.25	0.00%		\$0.00	0.00%
The Perk II	\$98.70	\$101.00	2.33%	\$90.00	\$89.00	-1.11%	\$101.00	\$109.00	7.92%	\$104.00	\$131.00	25.96%
The Pratt Place Inn Restaurant & Lounge, Inc.	\$14.00	\$86.00	514.29%	\$73.00	\$95.00	30.14%	\$146.00	\$160.00	9.59%	\$121.00	\$196.00	61.98%
The Taco Shack Inc	\$150.00	\$117.00	-22.00%	\$112.00	\$161.00	43.75%	\$147.00	\$143.00	-2.72%	\$152.00	\$137.00	-9.87%
Tony C's Bar & Grill	\$81.34	\$81.95	0.75%	\$85.82	\$78.92	-8.04%	\$75.05	\$88.09	17.38%	\$89.08	\$78.21	-12.20%
Grand Total	\$17,148.78	\$19,707.83	14.92%	\$16,767.49	\$19,879.92	18.56%	\$19,627.22	\$23,098.18	17.68%	\$19,773.53	\$23,540.51	19.05%

South Side

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
A Fare To Remember	\$40.00	\$30.00	-25.00%	\$126.00	\$27.00	-78.57%	\$210.00	\$23.00	-89.05%	\$88.00	\$64.00	-27.27%
Brick House Kitchen	\$57.00	\$85.00	49.12%	\$43.00	\$71.00	65.12%	\$96.00	\$149.00	55.21%	\$95.00	\$100.00	5.26%
El Amanecer Market	\$10.03	\$10.94	9.07%	\$9.85	\$10.38	5.38%	\$11.50	\$13.49	17.30%	\$11.99	\$11.57	-3.50%
El Camino Real Mexican Restaurant	\$134.10	\$132.91	-0.89%	\$141.31	\$125.54	-11.16%	\$138.61	\$130.78	-5.65%	\$138.69	\$141.75	2.21%
Fast Trax #9	\$5.60	\$3.23	-42.32%	\$4.88	\$3.11	-36.27%	\$4.31	\$2.95	-31.55%	\$4.48	\$2.90	-35.27%
Fayetteville Country Club	\$448.00	\$261.00	-41.74%	\$391.00	\$355.50	-9.08%	\$281.00	\$306.50	9.07%	\$335.00	\$379.00	13.13%
Foghorns (2nd location)	\$414.00	\$364.00	-12.08%	\$466.00	\$513.00	10.09%	\$673.00	\$714.00	6.09%	\$651.00	\$712.00	9.37%
Geraldi's of Fayetteville	\$396.34	\$391.45	-1.23%	\$416.72	\$355.78	-14.62%	\$344.94	\$343.23	-0.50%	\$387.40	\$394.81	1.91%
Greenhouse Grille	\$379.00	\$810.36	113.82%	\$385.30	\$803.10	108.43%	\$442.55	\$741.83	67.63%	\$704.88	\$834.87	18.44%
Hawg Town Pizza	\$0.00			\$0.00			\$0.00			\$0.00		
La Hacienda Mexican Restaurant #2		\$371.00	0.00%		\$382.00	0.00%		\$447.00	0.00%		\$431.00	0.00%
Mama Dean's Soul Food Kitchen	\$141.75	\$147.63	4.15%	\$122.00	\$164.67	34.98%	\$180.55	\$148.31	-17.86%	\$162.80	\$0.00	0.00%
Marvin's IGA #220/School	\$58.79	\$68.42	16.38%	\$61.70	\$74.38	20.55%	\$64.88	\$84.36	30.02%	\$62.23	\$81.24	30.55%
Mezza Luna, Inc.	\$45.15	\$37.55	-16.83%	\$68.25	\$32.00	-53.11%	\$74.80	\$44.60	-40.37%	\$79.87	\$0.00	0.00%
Ozark Mountain Foods, Inc.		\$10.18	0.00%		\$9.41	0.00%		\$7.47	0.00%		\$16.34	0.00%
Pizza Hut #2602 NPC International, Inc.	\$720.91	\$821.68	13.98%	\$529.05	\$585.56	10.68%	\$534.54	\$633.81	18.57%	\$665.22	\$784.45	17.92%
Pops Old Time Bar B Que	\$113.55	\$69.91	-38.43%	\$95.83	\$77.85	-18.76%	\$99.41	\$78.83	-20.70%	\$83.78	\$86.02	2.67%
Rick's Iron Skillet	\$182.74	\$205.95	12.70%	\$198.15	\$215.64	8.83%	\$236.39	\$222.67	-5.80%	\$235.63	\$262.33	11.33%
Salathai Restaurant	\$45.13	\$57.74	27.94%	\$39.20	\$29.76	-24.08%	\$51.70	\$51.95	0.48%	\$50.17	\$61.78	23.14%
Shelton-Tucker Post #27 (American Legion)/Curtis	\$39.27	\$43.00	9.50%	\$40.00	\$41.00	2.50%	\$45.15	\$35.00	-22.48%	\$45.00	\$0.00	0.00%
Staybridge Suites	\$1,014.30	\$1,211.25	19.42%	\$1,459.11	\$1,748.49	19.83%	\$1,561.74	\$1,586.86	1.61%	\$1,649.52	\$2,469.72	49.72%
Thep Thai Restaurant	\$136.00	\$245.00	80.15%	\$219.00	\$259.00	18.26%	\$232.00	\$242.00	4.31%	\$221.00	\$227.00	2.71%
Trailside Café & Tea Room (on Center Street)	\$122.51	\$79.85	-34.82%	\$109.12	\$80.81	-25.94%	\$80.80	\$71.51	-11.50%	\$77.02	\$80.40	4.39%
Wes' Bar-B-Que (Burger Plus)	\$54.22	\$51.13	-5.70%	\$52.12	\$56.32	8.06%	\$56.31	\$53.62	-4.78%	\$52.13	\$0.00	0.00%
Wet Pig BBQ LLC	\$0.00			\$0.00			\$0.00			\$0.00		
Zeenat Fazal LLC dba Zauq		\$0.00	0.00%		\$0.00	0.00%		\$0.00	0.00%		\$0.00	0.00%
Grand Total	\$4,558.39	\$5,509.18	20.86%	\$4,977.59	\$6,021.30	20.97%	\$5,420.18	\$6,132.77	13.15%	\$5,800.81	\$7,141.18	23.11%

East Side

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
BPOE Elks Lodge #1987	\$ 397.00	\$ 285.00	-28.21%	\$ 273.00	\$ 232.00	-15.02%	\$ 145.00	\$ 118.00	-18.62%	\$ 140.00	\$ 130.00	-7.14%
Cable Car Pizza	\$ 132.00	\$ 103.26	-21.77%	\$ 126.04	\$ 111.50	-11.54%	\$ 113.40	\$ 117.50	3.62%	\$ 120.75	\$ -	0.00%
Camille's Sidewalk Café	\$ 222.71			\$ 243.87			\$ 110.23			\$ 115.77	\$ -	
China Café	\$ 126.15	\$ 106.57	-15.52%	\$ 118.48	\$ 125.54	5.96%	\$ 121.69	\$ 129.31	6.26%	\$ 125.77	\$ 148.09	17.75%
Crossover Corner	\$ 18.49	\$ 11.78	-36.29%	\$ 16.17	\$ 12.80	-20.84%	\$ 15.38	\$ 12.45	-19.05%	\$ 15.13	\$ 13.69	-9.52%
Delta Soul		\$ -	0.00%		\$ -	0.00%		\$ 347.09			\$ -	0.00%
El Sol Mexican Restaurant	\$ 43.00	\$ 50.00	16.28%	\$ 45.00	\$ 56.00	24.44%	\$ 25.00	\$ 49.00	96.00%	\$ 50.00	\$ 52.00	4.00%
Fast Break	\$ 3.88	\$ 0.93	-76.03%	\$ 3.47	\$ 1.53	-55.91%	\$ 3.08	\$ 1.50	-51.30%	\$ 3.19	\$ 1.65	-48.28%
Flash Market, Inc. #188/Huntsville	\$ 61.67	\$ 75.29	22.09%	\$ 64.60	\$ 79.46	23.00%	\$ 64.76	\$ 82.27	27.04%	\$ 68.32	\$ 85.27	24.81%
Jim's Razorbk Pizza (Crossover/Joyce) JAW Foods	\$ 196.00	\$ 191.00	-2.55%	\$ 188.00	\$ 177.00	-5.85%	\$ 192.00	\$ 182.00	-5.21%	\$ 223.00	\$ 185.00	-17.04%
La Hacienda Mexican Restaurant	\$ 1,256.00	\$ 875.00	-30.33%	\$ 1,229.00	\$ 882.00	-28.23%	\$ 1,178.00	\$ 752.00	-36.16%	\$ 1,046.00	\$ 806.00	-22.94%
La Huerta Mexican El-Valle, Inc.	\$ 724.00	\$ 594.00	-17.96%	\$ 676.00	\$ 627.00	-7.25%	\$ 594.00	\$ 611.00	2.86%	\$ 593.00	\$ 661.00	11.47%
Madame Wu's	\$ 120.00	\$ 80.02	-33.32%	\$ 120.00	\$ 83.23	-30.64%	\$ 123.00	\$ 88.18	-28.31%	\$ 127.00	\$ 92.46	-27.20%
McDonald's-Crossover #18891	\$ 1,545.00	\$ 1,480.00	-4.21%	\$ 1,479.00	\$ 1,476.00	-0.20%	\$ 1,502.00	\$ 1,480.00	-1.46%	\$ 1,663.00	\$ 1,674.00	0.66%
Meiji Japanese Cuisine		\$ 282.00	0.00%		\$ 334.00	0.00%		\$ 269.00	0.00%		\$ 321.00	0.00%
Mission Fitness, Inc.	\$ 5.00	\$ 3.00	-40.00%	\$ 4.00	\$ 2.00	-50.00%	\$ 3.00	\$ 4.00	33.33%	\$ 3.00	\$ 4.00	33.33%
North Forty	\$ 2.00	\$ 13.00	550.00%	\$ 13.00	\$ 3.00	-76.92%	\$ 6.00	\$ 9.00	50.00%	\$ 24.00	\$ -	0.00%
Primo Pasta House & Pizzeria		\$ 768.00	0.00%		\$ 701.00	0.00%		\$ 704.00	0.00%		\$ 716.16	0.00%
Rolling Pin Cafe, LLC	\$ 266.00	\$ 245.00	-7.89%	\$ 257.00	\$ 250.00	-2.72%	\$ 232.00	\$ 231.00	-0.43%	\$ 244.00	\$ 247.00	1.23%
Sonic Drive-In #3-Crossover	\$ 981.00	\$ 928.00	-5.40%	\$ 965.00	\$ 920.00	-4.66%	\$ 860.00	\$ 889.00	3.37%	\$ 825.00	\$ 876.00	6.18%
Spiedini Italian Grill		\$ -	0.00%		\$ 6.63	0.00%		\$ 273.54	0.00%		\$ -	0.00%
Stonebridge Meadows Golf Club	\$ 131.00	\$ 133.00	1.53%	\$ 95.00	\$ 113.00	18.95%	\$ 60.00	\$ 87.00	45.00%	\$ 42.00	\$ 86.00	104.76%
Subway #2-Crossover	\$ 323.00	\$ 362.00	12.07%	\$ 327.00	\$ 446.00	36.39%	\$ 402.00	\$ 342.00	-14.93%	\$ 299.00	\$ 347.00	16.05%
Taco Bell #586/Crossover	\$ 842.85	\$ 858.84	1.90%	\$ 832.85	\$ 860.82	3.36%	\$ 802.13	\$ 852.63	6.30%	\$ 820.13	\$ 912.39	11.25%
Tim's Pizza-East	\$ 547.00	\$ 530.00	-3.11%	\$ 573.00	\$ 556.00	-2.97%	\$ 526.00	\$ 540.00	2.66%	\$ 601.00	\$ 611.00	1.66%
TNT Diner	\$ 51.19			\$ -			\$ -			\$ -	\$ -	
Wal-Mart #2745 Neighborhood Market	\$ 191.70	\$ 343.70	79.29%	\$ 220.34	\$ 345.21	56.67%	\$ 234.59	\$ 353.58	50.72%	\$ 255.95	\$ 366.26	43.10%
White Oak Station #12-Crossover	\$ 55.86	\$ 64.98	16.33%	\$ 60.93	\$ 67.91	11.46%	\$ 58.01	\$ 53.81	-7.24%	\$ 53.22	\$ 58.54	10.00%
White Oak Station #37	\$ 162.05	\$ 236.36	45.86%	\$ 259.67	\$ 227.73	-12.30%	\$ 242.68	\$ 219.25	-9.65%	\$ 243.07	\$ 222.70	-8.38%
Wingstop	\$ 163.00	\$ 182.00	11.66%	\$ 203.00	\$ 184.00	-9.36%	\$ 235.00	\$ 229.00	-2.55%	\$ 230.00	\$ 236.00	2.61%
Grand Total	\$8,567.55	\$8,802.73	2.75%	\$8,393.42	\$8,881.36	5.81%	\$7,848.95	\$9,027.11	15.01%	\$7,931.30	\$8,853.21	11.62%

Caterers/Mobile Units/Seasonal

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
America's Catering aka El Centenario Restaurant	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Bulldogs Hot Dog Cart	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ 7.40	0.00%
Catering Concepts	\$ 33.00	\$ 117.62	256.42%	\$ 172.00	\$ 33.17	-80.72%	\$ 143.09	\$ 80.50	-43.74%	\$ 178.61	\$ -	0.00%
Catering Unlimited	\$ 217.00	\$ 115.00	-47.00%	\$ 374.00	\$ 366.00	-2.14%	\$ 241.00	\$ 382.00	58.51%	\$ 375.00	\$ 344.00	-8.27%
Chicken George	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Chuck Wagon Catering Co., Inc.	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Creative Cuisine c/o Stephen W. Hobel	\$ 13.20	\$ -	0.00%	\$ 17.64	\$ 18.24	3.40%	\$ 17.33	\$ 12.45	-28.16%	\$ 9.25	\$ 9.17	-0.86%
Creative Kitchens, Inc.	\$ 10.00	\$ 30.00	200.00%	\$ 33.00	\$ 4.00	-87.88%	\$ 19.00	\$ 34.00	78.95%	\$ 14.00	\$ 44.00	214.29%
Danti, Gianpaolo	\$ -	\$ 0.75	0.00%	\$ 6.17	\$ 1.08	-82.50%	\$ 4.31	\$ 4.30	-0.23%	\$ 5.39	\$ 6.05	12.24%
Delicious Delights	\$ -	\$ 9.80	0.00%	\$ -	\$ 1.50	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Gameday Suite Supply	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 9.47	\$ 21.76	129.78%	\$ 9.04	\$ 19.97	120.91%
Healthygrieks Catering	\$ -	\$ 12.10	0.00%	\$ -	\$ 22.99	0.00%	\$ -	\$ -	0.00%	\$ -	\$ 5.99	0.00%
Hog Brats	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ 2.31	0.00%	\$ -	\$ 3.43	0.00%
Iceman Cometh	\$ 82.99	\$ -	0.00%	\$ 29.29	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
King Kat	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 25.00	\$ 26.00	4.00%
Kruton's Inc.	\$ -	\$ 61.03	0.00%	\$ -	\$ 31.16	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Leslie's Catering	\$ -	\$ -	0.00%	\$ -	\$ 1.70	0.00%	\$ -	\$ 1.16	0.00%	\$ -	\$ 5.71	0.00%
Missy's Fish, Chicken, & River Fries	\$ -	\$ 1.76	0.00%	\$ -	\$ 2.18	0.00%	\$ -	\$ 2.00	0.00%	\$ -	\$ 1.63	0.00%
Natural State Catering	\$ 6.25	\$ -	0.00%	\$ 3.39	\$ 15.30	351.33%	\$ 1.35	\$ 3.66	171.11%	\$ 13.45	\$ 7.64	-43.20%
Ozark Mountain Nut Roasters	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 67.84	\$ 88.79	30.88%	\$ 37.54	\$ 134.70	258.82%
Parlor Dogs	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Pat's Kitchen	\$ -	\$ 21.00	0.00%	\$ -	\$ -	0.00%	\$ 219.00	\$ 119.00	-45.66%	\$ 86.00	\$ 338.00	293.02%
Pfeffer's Catering	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Porky Chicks BBQ & Catering	\$ 67.56	\$ 56.46	-16.43%	\$ 42.18	\$ 92.00	118.11%	\$ 227.00	\$ -	0.00%	\$ 12.21	\$ 214.00	1652.66%
Richard's Hawgwild BBQ	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Simply Scrumptious, LLC	\$ 39.53	\$ 22.08	-44.14%	\$ 28.24	\$ 24.68	-12.61%	\$ 25.23	\$ 10.92	-56.72%	\$ 35.97	\$ 18.38	-48.90%
Snow Tsunami	\$ -	\$ 3.40	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Southern Hospitality Management Company	\$ -	\$ 5.43	0.00%	\$ 3.20	\$ 14.86	364.38%	\$ 64.13	\$ 88.08	37.35%	\$ -	\$ 25.91	0.00%
Spring Street Grill, Inc./Spring Street	\$ 162.32	\$ 137.20	-15.48%	\$ 137.71	\$ 128.52	-6.67%	\$ 125.71	\$ 109.29	-13.06%	\$ 113.96	\$ 118.11	3.64%
Susan Ang SE Asia Catering	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Table 5	\$ 2.11	\$ -	0.00%	\$ 2.17	\$ -	0.00%	\$ 1.22	\$ -	0.00%	\$ -	\$ -	0.00%
The Bar B Q Place	\$ 13.00	\$ 11.50	-11.54%	\$ 14.00	\$ 13.00	-7.14%	\$ 10.00	\$ 10.50	5.00%	\$ -	\$ -	0.00%
The People's Creperie	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
Tropical Sno c/o Southern Ice Dealer	\$ 21.00	\$ 17.00	-19.05%	\$ 10.00	\$ 3.50	-65.00%	\$ 3.00	\$ -	0.00%	\$ -	\$ -	0.00%
Tun's of Fun c/o Joe's Snack Shack	\$ 2.63	\$ -	0.00%	\$ 2.44	\$ -	0.00%	\$ 3.79	\$ -	0.00%	\$ -	\$ -	0.00%
Grand Total	\$670.59	\$622.13	-7.23%	\$875.43	\$773.88	-11.60%	\$1,182.47	\$970.72	-17.91%	\$915.42	\$1,322.69	44.49%

Multiple Locations

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %	
Arsaga's Espresso Café	\$586.99	\$592.63	0.96%	\$604.36	\$594.24	-1.67%	\$634.44	\$648.53	2.22%	\$737.11	\$715.55	-2.92%	2 locations
Arsaga's Espresso Café	\$314.00	\$318.00	1.27%	\$341.00	\$367.00	7.62%	\$419.00	\$475.00	13.37%	\$490.00	\$476.00	-2.86%	2 locations
Cliffs III & II Apartments	\$31.88	\$1.00	-96.86%	\$10.00	\$0.08	-99.20%	\$89.00	\$20.50	-76.97%	\$46.00	\$74.50	61.96%	2 locations
Eureka Pizza	\$925.86	\$1,010.00	9.09%	\$1,072.56	\$1,281.00	19.43%	\$1,121.01	\$1,365.50	21.81%	\$1,196.07	\$1,377.00	15.13%	2 locations
E-Z Mart Store Inc	\$372.50	\$370.96	-0.41%	\$371.40	\$394.44	6.20%	\$379.58	\$381.41	0.48%	\$364.70	\$388.23	6.45%	all locations
Hardee's #1042062/1042072 c/o FSO	\$1,027.16	\$1,085.45	5.67%	\$1,027.48	\$1,105.20	7.56%	\$1,053.90	\$1,146.71	8.81%	\$1,077.09	\$1,176.28	9.21%	2 reports together
Harp's Deli's Harp's Food Stores, Inc.	\$1,261.53	\$1,262.40	0.07%	\$1,527.44	\$1,553.81	1.73%	\$1,306.14	\$1,256.01	-3.84%	\$1,270.76	\$1,460.23	14.91%	4 locations
Jammin Java	\$59.44	\$82.65	39.05%	\$50.78	\$72.25	42.28%	\$42.08	\$67.37	60.10%	\$63.17	\$0.00	0.00%	2 locations
Lindsey Management Co.	\$2.25	\$1.47	-34.67%	\$1.60	\$0.00	0.00%	\$3.19	\$42.89	1244.51%	\$0.00	\$37.39	0.00%	Multiple Locations
Penguin Ed's Barbeque	\$2,095.00	\$2,354.00	12.36%	\$2,323.00	\$2,436.00	4.86%	\$2,395.00	\$2,694.00	12.48%	\$2,242.00	\$2,734.00	21.94%	3 locations
Tropical Smoothie Café c/o Five Girls & a Guy LLC	\$345.00	\$445.00	28.99%	\$346.50	\$689.00	98.85%	\$269.50	\$548.00	103.34%	\$239.00	\$604.00	152.72%	2 locations
Grand Total	\$7,021.61	\$7,523.56	7.15%	\$7,676.12	\$8,493.02	10.64%	\$7,712.84	\$8,645.92	12.10%	\$7,725.90	\$9,043.18	17.05%	

Miscellaneous

Business	Jul-09	Jul-10	Jul %	Aug-09	Aug-10	Aug %	Sep-09	Sep-10	Sept %	Oct-09	Oct-10	Oct %
Benchwarmers Tavern & Grill #2504		\$0.00	0.00%		\$0.00	0.00%		\$0.00	0.00%		\$0.00	0.00%
Chartwell's Dining Compass Group USA, Inc.	\$7,508.94	\$3,776.86	-49.70%	\$3,033.43	\$3,310.16	9.12%	\$6,536.62	\$4,616.84	-29.37%	\$4,233.41	\$4,674.08	10.41%
Gullett's Gourmet	\$146.11	\$0.00	0.00%	\$225.92	\$0.00	0.00%	\$370.19	\$0.00	0.00%	\$226.79	\$0.00	0.00%
Hutch's Hog Trough	\$13.00	\$9.00	-30.77%	\$14.00	\$10.00	-28.57%	\$15.00	\$13.00	-13.33%	\$17.00	\$15.00	-11.76%
Sodexo Operations, LLC U of A Food	\$11.59	\$64.22	454.10%	\$0.00	\$0.00	0.00%	\$2,109.15	\$1,996.60	-5.34%	\$1,885.53	\$2,607.35	38.28%
Grand Total	\$7,679.64	\$3,850.08	-49.87%	\$3,273.35	\$3,320.16	1.43%	\$9,030.96	\$6,626.44	-26.63%	\$6,362.73	\$7,296.43	14.67%