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 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
April 5, 2011

A meeting of the Fayetteville City Council will be held on April 5, 2011 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:

Agenda Additions:

A. Consent:

1. Approval of the March 15, 2011 City Council meeting minutes and the March 22, 2011 Special City Council meeting minutes. **APPROVED**

2. **Carrier Corporation:** A resolution authorizing a contract with Carrier Corporation in the amount of $3,476.00 for the purchase and installation of HVAC controls added to the contract authorized by Resolution No. 184-10 for the Police Department building.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 49-11

3. **King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $1,075.00 for the purchase and installation of lighting work added to the contract authorized by Resolution No. 185-10 for the Police Department building.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 50-11

4. **Animal Services Citizen Donation Revenue:** A resolution approving a budget adjustment in the amount of $17,464.00 representing citizen donation revenue to the Animal Services Division during the fourth quarter of 2010.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 51-11

5. **United States Geological Survey (USGS):** A resolution approving a contract with the United States Geological Survey (USGS) in the amount of $19,600.00 to model the upper end of the Beaver Reservoir related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission, and approving a $4,000.00 project contingency.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 52-11

6. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC:** A resolution approving a contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the maximum amount of $48,000.00 for the provision of legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 53-11

7. **Fayetteville Municipal Property Owners' Improvement District Appointment:** A resolution to appoint John Russell Meeks, Melissa Meeks and Patricia Chambers Dixon as successor commissioners for Fayetteville Municipal Property Owners' Improvement District No. 12 - Belclaire.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 54-11

8. **Amend Resolution No. 210-10 Bid #10-66:** A resolution amending Resolution No. 210-10 to approve a project contingency of $8,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 55-11

9. **Fayetteville Police Department Policy Changes:** A resolution approving amendments to Fayetteville Police Department Policies 16.2.3 Temporary Light Duty, 41.1.4 Bicycle Patrol, 41.3.5 Grooming and Uniform Requirements, and 52.1.1 Office of Professional Standards.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 56-11

B. Unfinished Business:

1. **Huntingdon Heights Appeal:** An appeal of the City Engineer's determination regarding the driveway approach at 3172 Warwick Dr. *This item was tabled at the February 3, 2011 City Council meeting to the February 15, 2011 City Council meeting. This item was tabled at the February 15, 2011 City Council meeting to the March 15, 2011 City Council meeting. This item was tabled at the March 15, 2011 City Council meeting to the April 5, 2011 City Council meeting.*

   APPLICANT WITHDREW APPEAL.

2. **Amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes:** An ordinance to amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes (B) Route Approval and (F) of the Fayetteville Code to allow use of pedicabs on streets with a posted speed limit of thirty-five (35) miles per hour or higher if authorized by the Transportation Services Director and (D) to allow pedicabs to operate on Scull Creek Trail, Mud Creek Trail and Frisco Trail. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

   THIS ITEM WAS LEFT ON THE SECOND READING AND AMENDMENT WAS TABLED TO THE APRIL 19, 2011 CITY COUNCIL MEETING.

3. **Amend §174.03 Exemptions:** An ordinance to amend §174.03 Exemptions of Chapter 174 Signs of the Fayetteville Code to allow advertising on pedicabs. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

   THIS ITEM WAS LEFT ON THE SECOND READING.

4. **Amend §117.47 Advertising:** An ordinance to amend §117.47 Advertising of the Fayetteville Code to remove authorization to place advertising signs on taxicabs. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

   THIS ITEM WAS LEFT ON THE SECOND READING.

C. New Business:

1. **VAC 11-3764 (Ozark Dermatology):** An ordinance approving VAC 11-3764 submitted by McClelland Consulting Engineers, Inc. for property located at 152 East Appleby Road to vacate a portion of a utility easement, a total of 436 square feet.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5394

2. **ADM 11-3773 (Bungalows at Cato Springs R-PZD Amendment No. 2**): An ordinance amending a residential planned zoning district entitled R-PZD 05-1797 Bungalows at Cato Springs to revise the zoning criteria for Planning Area Two, to include Use Unit 12, Limited Business, as a permitted use on lot number 30.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5395

3. **ESRI, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with ESRI, Inc. in the amount of $31,682.50 for maintenance and upgrades to Geographic Information System Software for 2011 and for future years.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5396

4. **J. E. Lindsey Family Limited Partnership Condemnation & Possession:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by the J.E. Lindsey Family Limited Partnership needed for water and sewer improvements along Crossover Road (State Highway 265).

THIS ITEM WAS TABLED INDEFINITELY.

Announcements:

Adjournment: 7:10 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.

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.

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City Council Meeting: April 5, 2011 **Adjourn:** 7:10 P.M.

Subject:	Roll				
Alderman Gray was absent	Lewis	✓			
	Gray	absent			
	Thiel	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan	✓			

8-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Lewis				
	Gray				
	Thiel				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Mayor Jordan				

City Council Meeting: **April 5, 2011**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Thiel			
Seconded:		Lewis			
	Lewis	✓			
	Gray	absent			
Minutes	**Thiel**	✓			
approved	**Kinion**	✓			
3/15/11	**Petty**	✓			
3/22/11	**Tennant**	✓			
passed	**Ferrell**	✓			
	Adams	✓			
49-11 thru 56-11	**Mayor Jordan**				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Lewis				
	Gray				
	Thiel				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Mayor Jordan				

City Council Meeting: **April 5, 2011**

Subject:	**Huntingdon Heights Appeal**				
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business	**Lewis**				
	Gray				
	Thiel				
	Kinion				
Applicant withdrew appeal	**Petty**				
	Tennant				
	Ferrell				
	Adams				
	Mayor Jordan				

Subject:	**Amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes**				
Motion To:		2nd Read	Amend to remove Section 3 and replace it with a new Section 3	Moved to table the amendment to 4-19-11 City Council Meeting	
Motion By:		Petty	Adams	Lewis	
Seconded:		Ferrell	Thiel	Kinion	
B. 2 Unfinished Business	**Lewis**	✓		✓	
	Gray	absent	absent	absent	
	Thiel	✓		✓	
	Kinion	✓	No vote was taken. This amendment was tabled.	✓	
Left on the Second Reading	**Petty**	✓		✓	
	Tennant	✓		✓	
	Ferrell	✓		✓	
Amendment was tabled to 4-19-11	**Adams**	✓		✓	
	Mayor Jordan				
		7-0		7-0	

City Council Meeting: **April 5, 2011**

Subject:	**Amend §174.03 Exemptions**				
Motion To:		2nd Read			
Motion By:		Thiel			
Seconded:		Adams			
B. 3 Unfinished Business Left on the Second Reading	**Lewis**	✓			
	Gray	Absent			
	Thiel	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

7-0

Subject:	**Amend §117.47 Advertising**				
Motion To:		2nd Read			
Motion By:		Ferrell			
Seconded:		Lewis			
B. 4 Unfinished Business Left on the Second Reading	**Lewis**	✓			
	Gray	absent			
	Thiel	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

7-0

City Council Meeting: **April 5, 2011**

Subject:	**VAC 11-3764 (Ozark Dermatology)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Thiel		
Seconded:		Thiel	Ferrell		
C. 1 New Business	**Lewis**	✓	✓	✓	
	Gray	Absent	Absent	absent	
	Thiel	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
passed	**Tennant**	✓	✓	✓	
	Ferrell	✓	✓	✓	
5394	**Adams**	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:	**ADM 11-3773 (Bungalows at Cato Springs R-PZD Amendment No. 2)**				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Thiel	Thiel		
Seconded:		Ferrell	Ferrell		
C. 2 New Business	**Lewis**	✓	✓	✓	
	Gray	absent	absent	absent	
	Thiel	✓	✓	✓	
	Kinion	✓	✓	✓	
Passed	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
5395	**Ferrell**	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

City Council Meeting: April 5, 2011

Subject:	**ESRI, Inc.**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Thiel	Tennant		
Seconded:		Tennant	Lewis		
C. 3 New Business	**Lewis**	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Thiel	✓	✓	✓	
	Kinion	✓	✓	✓	
Passed	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
5396	**Ferrell**	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:	**J. E. Lindsey Family Limited Partnership Condemnation & Possession**				
Motion To:		Table Indef.			
Motion By:		Ferrell			
Seconded:		Thiel			
C. 4 New Business	**Lewis**	✓			
	Gray	Absent			
	Thiel	✓			
	Kinion	✓			
This was tabled indefinitely	**Petty**	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **April 6, 2011**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of March 15, 2011**

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2. **King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $1,075.00 for the purchase and installation of lighting work added to the contract authorized by Resolution No. 185-10 for the police department building.

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City Clerk Sondra Smith

Aldermen

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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
FACSIMLE (479) 442-1490
jimmccordlaw@windstream.net

March 24, 2011

VIA HAND DELIVERY

Hon. Lioneld Jordan, Mayor
City Administration Building
113 W. Mountain
Fayetteville, AR 72701

Re: City Council Resolution to Appoint Three Successor Commissioners for Vacancies on Board of Commissioners of Fayetteville Municipal Property Owners' Improvement District No. 12- Belclaire

Dear Mayor Jordan:

I am District Counsel for Fayetteville Municipal Property Owners' Improvement District No. 12- Belclaire (the "District"). There are three vacancies on the Board of Commissioners for the District. Ark. Code Ann. Sec. 14-94-107(a)(2)(A) provides that in case of a vacancy on the board of commissioners after all the improvements in the district have been completed, the governing body of the municipality shall select the successor. The infrastructure improvements for Belclaire subdivision, which comprises the District, were completed several months ago, and the final plat was recorded.

Enclosed for consideration by the Fayetteville City Council is a resolution which would appoint three successor commissioners. All of the proposed successor commissioners qualify by statute to serve as commissioners, and have agreed to serve.

This letter replaces my letter to you dated March 14, 2011.

Sincerely,

James N. McCord

pc: Kit Williams, City Attorney (via hand delivery)
Sondra Smith, City Clerk (via hand delivery)
John Russell Meeks (via e-mail)

RESOLUTION NO. _____

A RESOLUTION TO APPOINT JOHN RUSSELL MEEKS, MELISSA MEEKS AND PATRICIA CHAMBERS DIXON AS SUCCESSOR COMMISSIONERS FOR FAYETTEVILE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 12 – BELCLAIRE

WHEREAS, Fayetteville Municipal Property Owners' Improvement District No. 12 – Belclaire was established upon petition of all the property owners in the District by Ordinance No. 4805 passed and approved by the Fayetteville City Council on December 20, 2005; and

WHEREAS, this Ordinance appointed as commissioners of the Belclaire District the three individuals named in the petition to establish the District; and

WHEREAS, the City Clerk has received signed resignations from all three of the Commissioners of the District; and

WHEREAS, A.C.A. §14-94-107(a)(2)(A) provides that in case of a vacancy on the Board of Commissioners after all improvements in the district have been completed, the governing body of the municipality shall select successor commissioners who shall be a creditor or a property owner in the district, or their representative; and

WHEREAS, all the improvements in the District have been completed; and

WHEREAS, Belclaire, LLC owns most of the lots in the District and has designated John Russell Meeks, Melissa Meeks and Patricia Chambers Dixon to be named and appointed as the Commissioners of the District.

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 appoints John Russell Meeks, Melissa Meeks and Patricia Chambers Dixon as successor Commissioners of Fayetteville Municipal Property Owners' Improvement District No. – Belclaire.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED: ATTEST:

By: _____ By: _____

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

NOV 08 2010
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FAYETTEVILLE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT
DISTRICT NO. 12- BELCLAIRE

RESIGNATION OF COMMISSIONER

I, Brandon Barber, hereby resign as a commissioner of Fayetteville Municipal Property Owners' Improvement district No. 12- Belclaire effective immediately.

Executed this 8th day of November, 2010.

Brandon Barber

Witness: Chelsy Haney

Printed name: Chelsy Haney

RECEIVED
AUG 1 8 2008
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FAYETTEVILLE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 12- BELCLAIRE

RESIGNATION OF COMMISSIONER

I, Brandon Rains, hereby resign as a commissioner of Fayetteville Municipal Property Owners' Improvement district No. 12- Belclaire effective July 23, 2008.

Executed July 23, 2008.

Brandon Rains

Witness: _____

Printed name: John Bracey

FAYETTEVILLE MUNICIPAL PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 12- BELCLAIRE

RESIGNATION OF COMMISSIONER

I, Seth Kaffka, hereby resign as a commissioner of Fayetteville Municipal Property Owners' Improvement district No. 12- Belclaire effective immediately.

Executed this 23rd day of March, 2011.

Seth Kaffka

Witness: _____

Printed name: Bryan Cooper

RECEIVED
MAR 25 2011
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Doc ID: 013594070003 Type: REL
Kind: COMMISSIONOR DEED
Recorded: 08/17/2010 at 09:04:26 AM
Fee Amt: $20.00 Page 1 of 3
Washington County, AR
Bette Stamps Circuit Clerk
File 2010-00023361

COMMISSIONER'S DEED

FORECLOSURE

Case No: CV 2008-2533-2

THIS INDENTURE,

Made this 9 day of August A.D. 2010 by and between *Bette Stamps as Commissioner in Circuit*, party of the first part hereto, and Belclaire, LLC, party of the second part hereto, witnesseth, That

WHEREAS, At a term of the Washington Circuit Court, begun and held in and for the County of Washington in the State of Arkansas, on the 1st Monday in July A.D., 2010 it was by said court, on the 11 day of May A.D., 2010, a day of said term, among other things, ordered, adjudged and decreed in a certain civil action in equity then pending therein, between First Federal Bank fka First Federal Bank of Arkansas, PA, Plaintiff(s), and Dream Team Holdings 1, LLC, aka Dream Team Holding #1, LLC; Brandon . Baber aka Brandon Barber; Seth K. Kaffka aka Seth Kaffka; Brandon Rains, John Russell Meeks; Fayetteville Municipal Property Owners' Improvement District No. 12-Belclaire, First Arkansas Bank & Trust; First Arkansas Bank & Trust; as trustee, 84 Lumber Co., A PA Limited Partnership., Defendant(s), that they, the said defendant(s), do pay to plaintiff(s) the sum of Dollars with interest thereon from the date of said decree until paid; and all costs, being the amount adjudged to be due in the decree in action, and secured by a certain mortgage recorded in the Recorder's Office of said Washington County. And that in default of payment of said sum, or any portion thereof, on or before 10 days after the rendition of said decree, that all right, title, interest and equity of redemption of said defendant(s) to said original complaint, and all the right and possibility of dower of the defendant(s) in and to the following described real estate, to wit:

THE SW ¼ OF THE NW ¼ OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS.

Subject property was plated into Lots 1 through 99 of Belclaire Estates Subdivision to the City of Fayetteville, Arkansas, as shown on Final Plat 23A at Page 302 on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County Arkansas.

situate in Washington County, Arkansas, be foreclosure and forever barred; that after the Commissioner shall have given notice of the time, place and terms of sale, in the manner, and for the time prescribed in said decree, the said land(s) be sold by BETTE STAMPS party of the first part hereto (who was by said Court in said decree nominated and appointed Commissioner of said Court for that purpose), at public vendue, to the highest bidder, on a credit of three months, at the door of the Circuit Clerk's office, Suite 302 in Washington County, Arkansas, in which said Court is held, between the hours prescribed by law for judicial sales, on a day to be fixed by said Commissioner.

AND WHEREAS, That said sum(s) of money, interest and costs aforesaid, for the of 10 days after the rendition of said decree did remain wholly unpaid; and said party of the first part, as such Commissioner, pursuant to the order and directions contained in said decree, gave notice, for a greater period than ten days prior to the day of sale, of the time, place and terms for sale of said parcel(s) of land, by the publication of an advertisement thereof, the number of insertions and in the manner prescribed by the terms of said decree, in the Morning News , a newspaper printed and published in said County of Washington, and having a bona fide circulation therein, that she, as such Commissioner, would on the 9 day of August A.D., 2010 between the hours, at the place, and on the terms set forth in said advertisement, offer said land and premises for sale; and on that day, between the hours prescribed by law for judicial sales, did offer said parcel(s) of land and premises for sale at public vendue to the highest bidder, on a credit of three months, at the front door of the Circuit Clerk in the Washington County Courthouse; and at such offering so made to the said party (ies) of the second part did bid and offer for said parcel(s) of land and premises, the sum of Two million, eight hundred thousand ($2,800,000.00) Dollars.

AND WHEREAS, That said party of the second part executed and delivered to me, as such Commissioner, a note with approved securities, payable three months after date and bearing interest as required by said decree, for the purchase money so bid at such sale.

AND WHEREAS, The undersigned as such Commissioner, did make a written report of the sale so made by her to the said Circuit Court, and the same was by the court in all things approved and the sale confirmed, and the undersigned, as such Commissioner, was ordered to make a deed to the said purchaser, as will appear by reference to the duly entered order(s) of said Court in said action.

NOW, THEREFORE, The undersigned, as Commissioner in Circuit as aforesaid, and as party of the first part to these presents, in order to carry into effect the sale made as aforesaid in pursuance of the decree of said Circuit Court, to convey the title of the parties hereinafter named to said land(s) and premises, pursuant to the orders of said Court, and in consideration of the premises and the said sum of $Two million, eight hundred thousand ($2,800,000.00) said as aforesaid, hath granted, bargained and sold and by these present doth grant, bargain, sell and convey, unto the said Belclaire, LLC , party(ies) of the second part hereto, all the right, title, interest of claim, within law or equity, of Dream Team Holdings 1, LLC, aka Dream Team Holding #1, LLC; Brandon . Baber aka Brandon Barber; Seth K. Kaffka aka Seth Kaffka; Brandon Rains, John Russell Meeks; Fayetteville Municipal Property Owners' Improvement District No. 12-Belclaire, First Arkansas Bank & Trust; First Arkansas Bank & Trust; as trustee, 84 Lumber Co., A PA Limited Partnership, the said defendants, including the dotal rights if any and all other parties to said suit in Circuit, in or to said parcel(s) of land, with all improvements thereon, and all the singular the rights, privileges, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, the said tract(s) or parcel(s) of land(s) and premises, together with all improvements thereon, and all privileges and appurtenances thereunto belonging, or in anywise appertaining, unto the said party of the second part and their heirs and assigns forever.

IN TESTIMONY WHEREOF, I, BETTE STAMPS the said party of the first part, hereunto subscribe my name and affix my seal, as such Commissioner in Circuit, on day first herein above written.

BETTE STAMPS, Commissioner in Circuit Court

SEAL OF CIRCUIT COURT ARKANSAS WASHINGTON COUNTY

STATE OF ARKANSAS,
COUNTY OF WASHINGTON

IN THE WASHINGTON CIRCUIT COURT AT THE JULY TERM THEREOF, A.D., 2010

ON THE 9 day of August A.D., 2010

First Federal Bank fka First Federal Bank of Arkansas, PA PLAINTIFF (S)

V.S. CV 2008-2533-2

Dream Team Holdings 1, LLC, aka Dream Team Holding #1, LLC; Brandon . Baber aka Brandon Barber; Seth K. Kaffka aka Seth Kaffka; Brandon Rains, John Russell Meeks; Fayetteville Municipal Property Owners' Improvement District No. 12-Belclaire, First Arkansas Bank & Trust; First Arkansas Bank & Trust; as trustee, 84 Lumber Co., A PA Limited Partnership
DEFENDANT (S)

On this day comes BETTE STAMPS the Commissioner appointed to execute the decree rendered in this action, and here present to the Court her deed, as such Commissioner, to Belclaire, LLC, the purchaser of the land(s) and premises

described and condemned to sale in said decree, and upon examination of said deed the same is by the Court in all things approved. And thereupon the said BETTE STAMPS, as such Commissioner, here in open Court doth acknowledge that she has executed said deed to said Belclaire, LLC to the land(s) and premises therein described.
For the consideration, uses and purposes therein mentioned and set forth. And thereupon the Court doth order that a transcript of this order of approval and entry of acknowledgment be indorsed upon said deed and duly certified by the Clerk, under the seal of this Court, to the end that the same may be admitted to record in the office of the Recorder of Washington County, Arkansas.

IN TESTIMONY, That the foregoing part of one page of printed and written matter contains a true, complete and compared transcript of this order of approval and entry of acknowledgment, duly entered to record in the Record Book of the Circuit Court of Washington County, Arkansas, I, BETTE STAMPS as Clerk of said Court, do hereunto subscribe my name, and hereto affix the seal of said Court, at the office of the Clerk of said Court, in said County, on this the 9 day of August A.D. 2010

BETTE STAMPS, Commissioner in Circuit Court

ARKANSAS

March 21, 2011

Kit Williams
Fayetteville City Attorney
113 W. Mountain, Suite 302
Fayetteville, AR 72701

Re: Successor Commissioners for Fayetteville Municipal Property
Owner's Improvement District No. 12- Belclaire

Dear Mr. Williams:

The following information is supplied in response to your letter dated March 15, 2011, to James N. McCord, District Counsel for Fayetteville Municipal Property Owners' Improvement District No. 12- Belclaire (the "District").

Enclosed is a copy of the deed conveying all lots in Belclaire subdivision to Belclaire, LLC, an Arkansas limited liability company. I am the Managing Member of Belclaire, LLC. Belclaire, LLC is entirely owned by PCD, FLP, an Arkansas limited partnership. The General Partner of PCD, FLP is Patricia Chambers Dixon (my mother). The other partners are Melissa Meeks (my sister) and me. This will confirm that the two companies have designated the following individuals to be selected and appointed by the Fayetteville City Council as successor Commissioners for the District: John Russell Meeks, Patricia Chambers Dixon and Melissa Meeks. If the City of Fayetteville requires written documentation of any information set out in this letter, please advise me, and I will provide it.

The Final Plat for Belclaire Subdivision was recorded August 15, 2007, with the Washington County Clerk and Ex-Officio Recorder as File No. 00000302. All infrastructure improvements required by Fayetteville development ordinances were completed and approved by the City before the Final Plat could be recorded.

Should you have any questions, please contact me.

Sincerely,

John Russell Meeks

pc: James N. McCord

JAMES N. McCORD
Attorney at Law
The Fulbright Building
217 E. DICKSON STREET
SUITE #102
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE (479) 695-1134
FACSIMLE (479) 442-1490
jimmccordlaw@windstream.net

March 24, 2011

Kit Williams
Fayetteville City Attorney
City Administration Building
113 W. Mountain
Fayetteville, AR 72701

VIA HAND DELIVERY

Re: City Council Resolution to Appoint Three Successor Commissioners for Vacancies on Board of Commissioners of Fayetteville Municipal Property Owners' Improvement District No. 12- Belclaire

Dear Kit:

In response to your letter dated March15, 2011, enclosed are the following:

(a) Filed Resignations of Commissioners Brandon Barber and Brandon Rains (Yesterday, Commissioner Seth Kaffka mailed me his signed Resignation. Upon receipt of Kaffka's Resignation, probably tomorrow, I will file it with the City Clerk's office and deliver a copy to you.)

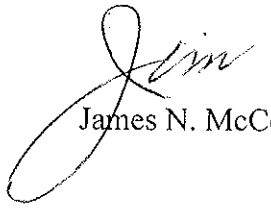
(b) Recorded Commissioner's Deed conveying all lots in Belclaire subdivision to Belclaire, LLC;

(c) Letter to you dated March 21, 2011 from John Russell Meeks, managing member of Belclaire, LLC.

I have prepared and e-mailed you a revised Resolution to appoint three successor commissioners for the Belclaire MOID Board of Commissioners.

Thank you for your assistance. Should there be any questions, please contact me.

Sincerely,



James N. McCord

pc: Sondra Smith, City Clerk (via hand delivery)
John Russell Meeks (via e-mail)

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 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

City of Fayetteville Arkansas
City Council Meeting Minutes
March 15, 2011

A meeting of the Fayetteville City Council was held on March 15, 2011 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, Kinion, Petty, Tennant, Ferrell, Adams, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Thiel

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

Nominating Committee Report

Alderman Gray moved to suspend the rules and add the Nominating Committee Report to the agenda. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Thiel was absent during the vote.

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

Unofficial

Alderman Ferrell moved to approve the Nominating Committee Report. Alderman Adams seconded the motion.

Alderman Petty: Obviously there has been some confusion with the process. Our City Clerk handed out a timeline which has been very helpful. I was wondering if we could get a little more detail from the Nominating Committee on what happened with the Walton Arts Center Council nomination.

Alderman Gray: We followed the procedures that we've always followed. She explained the timeline of the correspondence between the City and the Walton Arts Center Council.

City Clerk Sondra Smith: On the day of the application deadline we received an application from Steve Clark. It came in before the deadline.

Alderman Petty: On the timeline it says we received a rescinding resignation for Curt on March 8th which was a little more than a week after the application deadline. Did the Walton Arts Center have internal discussions with Curt before that date where he told them he had worked out another arrangement and he was not going to resign?

Hershey Garner, Chair of the Trustee Committee of the Walton Arts Center: Yes and Terry probably has that timeline. That is why we were not aware that there was an opening. Curt sent Peter a letter and copied the Mayor. He explained his interpretation of the resignation letter.

Matthew Petty: Is your main concern, with the solution the Nominating Committee came up with, to keep Curt through the end of June and then bringing Mr. Clark on board, that Mr. Clark would be a first term member? Do you want to keep as many of the third term members as you can?

Hershey Garner: That is a major concern in the process of the issue. We had a letter of resignation, we had discussion between Peter and the trustee committee and we thought we had resolved that. We were not looking for a board position except for the positions that are due to come up in June of this year. Technically the Arts Center received a notification about the opening. The Mayor received a letter that explained why we felt that position could be argued was not open and why if it was it was important to keep Curt there through his term. I want to do what is right, what makes sense and what is in the Arts Center and City's best interest.

City Clerk Sondra Smith: We have an email list in the City Clerk's office and we add anyone to the email list that has requested to get information from our office. The openings were also advertised on our local television channel.

Hershey Garner: This is nothing about Steve. He will be an excellent candidate when we have a position open. It's a question about the process and the resources that we spent seven years cultivating.

Unofficial

Alderman Lewis: It says on the timeline that a letter from Curt was sent rescinding his resignation but then he went ahead with the application process. So I am trying to figure out did he rescind his application meaning the board position was not open?

Don Marr, Chief of Staff: That email came in at 8:54 p.m. on the March 7 after the offices were closed. I actually got it on the following day which was the day before the Nominating Committee interviews were going to take place. I did communicate to Terry that I had forwarded it to the Clerk's office but I had no idea what the Nominating Committee would choose to do. Up until that rescinded resignation all of the dialogue was about Curt serving until June 30, 2011. It was not about his continuation of his term through 2013. We did not have any problem with him serving until June 30, 2011. The Mayor, Clerk or I do not control it. The Council has a Nominating Committee and whether they deemed the position to be open or too late to rescind it once the positions had been advertised, closed and interviews scheduled. It had not been communicated to the City that Curt had agreed to stay through June 30, 2011 even then it was not communicated that he would be staying through 2013.

Alderman Adams: As a new member of the Nominating Committee I am concerned about the process too and the way you and I view it. There were other unexpired terms on other committees. I was encouraging citizens to get in the process. Is it my duty to contact people on that board and say are you sure this unexpired term stands? I do not understand what duty the Nominating Committee would have had to expect, when I got my packet of applications, that I should be concerned whether the people on those boards really wanted to let that person go.

Hershey Garner: I thought the City knew that it had been worked out and that we knew we did not have an opening. I thought you all were aware of that.

Alderman Adams: I became aware of it. I don't know what the Nominating Committees duty would be to start checking in to see if it is real.

Hershey Garner: I thought we had worked through that and you all knew that as the City. The Walton Arts Center is a hybrid and other than time the City Council is the only one that creates openings and fills openings. You could create an argument that there was no opening.

Alderman Lewis: It seems like there is a breakdown there and the City launched it into the process but their process is different. So they are expecting the City Council to open a position whereas on City committees it's not like that.

Hershey Garner: Every other position we have filled either from the University or from the City there has been dialogue early in that process when the position is open. It lets the Nominating Committee know what kind of round pegs we need in round holes. That has always happened. This time there was no dialogue. We did not know we had a position open and that we needed people to apply until two hours before the deadline.

Alderman Lewis: Can this topic be removed from the Nominating Committee Report until we can figure it out and then vote on the rest of it?

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City Attorney Kit Williams: You could move to amend any motion on the floor. I would say that when it comes to whether or not a position can be vacant without City Council action obviously a position can. What if someone dies? It doesn't take City Council action to say that position is vacant. If someone resigns and moves out of state then obviously the position is open and when someone resigns that position is understandably believed to be open.

I think the City Clerk did the right thing in assuming that when someone submits their resignation, which says I respectfully submit my resignation, that is pretty clear that someone has submitted their resignation and therefore the position is going to be vacant. No matter what your by-laws might say it's clear that the City Council can assume that it is a good resignation and accept it if you want to. We do not have a lot of established procedures on how the Nominating Committee will act. It is really up to the City Council to make the determination in this particular case.

Alderman Lewis: In looking at the list a lot of those others are internal committees. Is there a process in place, it seems like that is something that is needed. I have noticed this from the beginning that there is no point at which we touch that outside organization before action is taken.

Hershey Garner: That is new because we always have before. There has always been dialogue before this.

Don Marr: I take exception to that because we don't go out and specifically call outside boards. There are multiple non-profit appointments that the City makes. The dialogue that may be happening with the Board at the Walton Arts Center is typically generated initially by the Walton Arts Center staff who watches and sees the information that is posted on the terms. I was chair of the Nominating Committee for four years when I was on the Council and we made numerous appointments to the Walton Arts Center. We always got a letter of recommendation from them and we always had applicants from them. We didn't always take their recommendation. My point being is that dialogue has typically come from the Board to the Council not the Council to the Board.

The announcements that go out are the announcements that go out to all individuals. Whether they are the right people or not is not up to us to decide who needs to be on it. We are trying to develop that dialogue. There is improvement opportunity all the way around. I think there is a responsibility both ways. The dialogue you are speaking about is the dialogue that happens between your executive leadership and your board. You typically have a letter of recommendation. The reason this stood out to the Mayor and me is that when the Clerk's office said applications are closing tomorrow and we have four committee appointments that don't have applicants, our action item in that staff meeting was to call the Walton Arts Center because it is unusual to not have an applicant. That would have been the point at which we would have initiated that historically.

Hershey Garner: I can only speak to my appointment but mine was initiated by the Mayor so it's not always the Arts Center.

Unofficial

Alderman Ferrell: There has never been a resignation from the Walton Arts Center. The Nominating Committee takes this very seriously. We had a resignation and two applications came in. We spent five hours deliberating on this and this is the conclusion that the Nominating Committee came to and that is what we are bringing to the Council. We tried to factor in what would be the best for everyone.

Alderman Adams: I believe we have to go to our meetings and constituents in good faith. I commented about how many Ward 4 applicants there were. In good faith we went out and said these are the openings based on what we had. I don't see how we can go back and say never mind we didn't have an opening because someone changed their mind. We deliberated and worked very hard on this. I hope you walk away knowing that it is upsetting a little bit for you to be upset about it because we worked so hard to get it right.

Hershey Garner: I am not upset about the result. I am upset about the process. I don't know how you look at a candidate with seven years experience, Treasurer of the Finance Committee and say he is not the best qualified to fill that next 2 ½ years.

Alderman Adams: He resigned, that's how we did it.

Terry Trotter, with the Walton Arts Center: We have some big projects on the horizon. We have a lot of money to raise to make these expansions happen. One of our goals is to try to build a strong relationship with our partners, particularly with the University and the City. The challenge that we had here is a miscommunication. We did not understand that the resignation letter kicked off the process. What we are hoping as we move forward is that we can continue to find a way to work together to have dialogue and try to understand each others needs the best that we can.

Alderman Petty: When is the next expired term on the Board?

Mayor Jordan: Since there seems to be some sort of issue with the letter that was sent to the City Clerk that was sent to me on January 12th. Whatever comes to me is public information so I sent it to the City Clerk like I should. That starts a process, if the process does not agree with everybody I can't help that. Nineteen days later the advertisement was emailed for vacancies on various boards and the Walton Arts Center Board was included in the advertisement. On the same day the following Walton Arts Center staff received a copy of the Board and Committee openings Bill Baker, Erin Jepson and Jennifer Ross. February 28th was the deadline to receive applications. We had Lisa call the Walton Arts Center about their opening. There were conversations that Mr. Rom wanted to stay through June. On March 8th we received a letter stating that he decided not to resign. I do not believe I had ever seen that before so I talked to the City Clerk and she had never seen that before.

As always I leave that up to the elected officials of this City to make a call one way or the other and they did. I am not saying the process is right or wrong but we have been doing this same process for a long time around here. If the City Council wants to change that it's fine, they have that right. I am telling you we followed the process just like we have always followed it. If I

Unofficial

had to do over again and I received that letter I would do the same thing. Everything that comes into my hands becomes a public document.

Don Marr: Hershey Garner's term expires June 30, 2011 and Tina Hodne's term expires June 30, 2011. There are two appointments in the next quarter for the Walton Arts Center. They are eligible to re-apply. The appointment after that is Bill Waite whose term ends June 30, 2012, provided that there are no resignations between these time periods.

Alderman Gray: Sharon Lawson and Greg Lee will be ending their terms June 30, 2011 those are at-large positions that the Arts Council could fill.

Alderman Petty: I was thinking of offering an amendment but I don't think I am going to. I don't think there is consensus to amend the Nominating Committee Report. I trust the Nominating Committee that they deliberated this at length. I agree that this is a miscommunication. It's a shame that it's a miscommunication with these kinds of consequences but I think that is where we are at now. I think we need to look at what is going to happen at the end of the day. Although we might be losing Curt and his experience come June, I think Mr. Clark will be excellent on the board. I hope that we can focus on what we are gaining rather than what we are losing because of a miscommunication.

Alderman Lewis: I agree with Matthew that it's unfortunate. Thank you for clarifying the process. I appreciate the time that went into it. It sounds like there are other opportunities coming up in June for people to re-apply.

Upon roll call the motion passed 7-0. Alderman Thiel was absent.

A copy of the report is attached.

<u>Consent:</u>

Approval of the March 1, 2011 City Council meeting minutes.

Approved

Bid #11-16 Downing Sales and Service: A resolution awarding Bid #11-16 and authorizing a contract with Downing Sales and Service in the amount of $166,308.00 for the purchase of one (1) refuse roll off truck for use by the Solid Waste Division, and approving a budget adjustment.

Resolution 40-11 as recorded in the office of the City Clerk

Bid #11-18 Sweetser Construction, Inc.: A resolution awarding Bid #11-18 and authorizing a contract with Sweetser Construction, Inc. in the amount of $1,057,331.00 for the construction of water main interconnections and the Stone Mountain Pump Station for the Canterbury Road Water Tank, approving a project contingency of $53,000.00, and approving a budget adjustment.

Unofficial

Resolution 41-11 as recorded in the office of the City Clerk

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

Resolution 42-11 as recorded in the office of the City Clerk

Bid #11-20 North Point Ford: A resolution awarding Bid #11-20 and authorizing a contract with North Point Ford in the amount of $90,020.00 for the purchase of two (2) Ford F-250 heavy duty pickup trucks for use by the fire department, and approving a budget adjustment.

Resolution 43-11 as recorded in the office of the City Clerk

Lake Sequoyah Lease Agreement with William Keith Shofner, Jr.: A resolution approving a lease contract with William Keith Shofner, Jr. on 82.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses, and cutting and baling hay.

Resolution 44-11 as recorded in the office of the City Clerk

Lake Sequoyah Lease Agreement with Jeff Price: A resolution approving a lease contract with Jeff Price on 54.55 acres of land adjacent to Lake Sequoyah for purposes of pasturing cattle and horses, and cutting and baling hay.

Resolution 45-11 as recorded in the office of the City Clerk

Amend Resolution No. 05-07: A resolution amending Resolution No. 05-07 to reduce the payment guarantee required of Meadows Enterprises, Inc. for the Dead Horse Mountain Road Bridge from $36,668.92 to $7,703.00.

Resolution 46-11 as recorded in the office of the City Clerk

Alderman Gray moved to approve the Consent Agenda. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Thiel was absent.

Unfinished Business:

Huntingdon Heights Appeal: An appeal of the City Engineer's determination regarding the driveway approach at 3172 Warwick Dr. *This item was tabled at the February 3, 2011 City Council meeting to the February 15, 2011 City Council meeting. This item was tabled at the February 15, 2011 City Council meeting to the March 15, 2011 City Council meeting.*

Jeremy Pate: The individual making this appeal is trying to work with the adjacent property owner to come to a resolution. They have not quite made those arrangements yet but we are still working with them. We are hoping to find some compromise. We are recommending that it be tabled for another two weeks.

Unofficial

Alderman Ferrell moved to table the appeal to the April 5, 2011 City Council meeting. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Thiel was absent.

This appeal was tabled to the April 5, 2011 City Council meeting.

New Business:

2011 Employee Service Award Program & Merit-based Pay Increases: A resolution amending the 2011 City budget by appropriating $629,900.00 for the implementation of an Employee Service Award Program for 2011 and for Merit-based Pay Increases not given during the last half of 2009.

Paul Becker, Finance Director gave a brief description of the resolution. He stated I would fully recommend that this be adopted. I believe it's affordable and it is the Mayor's plan and recommendation.

Alderman Ferrell: I support this and give a well done on cost containment. I certainly hope that we can be optimistic in our cost containment going into the next budget where we will not need to go into the reserves. It has been a while since people have had any pay treatment.

Alderman Kinion: I think the additional component of the bonus is also a good component of this because it recognizes that the employees have been very proactive in cost containment. This at least lets the employees know how much we appreciate that and gives them some incentive to continue that. I have deep appreciation for the work they are doing in that area.

Alderman Adams: I agree and I am going to support it. I think the collective efforts of the staff are noticeable when we are in the offices and it is a collective effort. I am very pleased that the city will provide incentives. I believe it's a staff morale builder. The staff appreciated not having any loss of jobs or furlough days and they have worked hard to prevent that and we should do all that we can to reward that.

Alderman Gray: I appreciate the fact that the Mayor didn't overlook the fact that part of the staff didn't get a raise. It is not just a blanket bonus but it's also making up for that. We have a wonderful staff and in addition to saving money they have been willing to pick up the slack. We are down employees and they have had to pick up the slack. I definitely support this.

Alderman Lewis: I agree that this is good news and an incentive. I also support the constant communication that has been happening. That helps the Council but it also helps the staff see that this is part of the conversation.

Mayor Jordan: I appreciate the Council and staff. We haven't had an employee increase. Since I have been in this office we have cut $2.6 million out of this budget and we have kept everyone's jobs. $1.1 million of this is excess that this staff has helped us save. I really don't

Unofficial

look at this as an expense but as an investment into the people that helped get us here. I want to thank you and the staff.

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

Resolution 47-11 as recorded in the office of the City Clerk.

CH2M Hill Engineers, Inc.: A resolution approving an out of scope agreement with CH2M Hill Engineers, Inc. in the amount of $265,000.00 for development of a Use Attainability Analysis (UAA) on the White River, approving a $50,000.00 contingency, and approving a budget adjustment.

Alderman Lewis: We discussed this at Water and Sewer and we voted to move it forward to the Council.

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

Resolution 48-11 as recorded in the office of the City Clerk.

Arkansas Western Gas Company: An ordinance waiving the requirements of formal competitive bidding and approving a contract with Arkansas Western Gas Company in the minimum amount of $715,560.00 for the provision of natural gas service and the construction of necessary piping and infrastructure extensions for biosolids drying operations at the Noland Wastewater Treatment Facility.

City Attorney Kit Williams read the ordinance.

David Jurgens, Utilities Director: We discussed this at the Water and Sewer Committee meeting. Are there any questions?

Alderman Lewis: Can you clarify the hybrid design of the thermal drying because this is for the gas component but there is also the solar component.

David Jurgens gave a brief description of the drying process.

City Attorney Kit Williams: Even though it was discussed at the Water and Sewer Committee, it might be helpful for our citizens to know where this three quarter of a million dollars is going and if we are actually going to have to pay all this construction cost or how is the payment devised in this particular contract.

David Jurgens gave a brief explanation of the contract.

Unofficial

City Attorney Kit Williams: So possibly we wouldn't even pay for construction, we would just pay for the gas we are using.

David Jurgens: That is correct.

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

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third reading. Alderman Lewis seconded the motion.

Alderman Ferrell: If we get to where we are going to be able to sell some of the product left over is that going into the Water and Sewer Fund or into the General Fund?

David Jurgens: It's a wastewater function. It would all go into the Water and Sewer Fund.

Upon roll call the motion passed 7-0. Alderman Thiel was absent.

City Attorney Kit Williams read the ordinance.

Alderman Lewis: This process keeps Fayetteville from having to truck it's biosolids a few hundred miles.

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

Ordinance 5391 as Recorded in the office of the City Clerk

Amend §114.03 First Thursday Fayetteville: An ordinance amending subsection (B) of §114.03 First Thursday Fayetteville of Chapter 114: Food Sales of the Code of Fayetteville to add additional locations for the event.

City Attorney Kit Williams read the ordinance.

Julie McQuade, Community Outreach Coordinator gave a brief description of the ordinance. She stated this is simply expanding the space allowed for the First Thursday event.

Alderman Ferrell: Are you all satisfied that you touched base with all the affected people up there and there are no problems?

Julie McQuade: Yes sir. Brian Bailey with the Convention & Visitor's Bureau has delivered a letter to all the merchants in that area.

Unofficial

Alderman Ferrell: And everyone is okay with it?

Brian Bailey, Fayetteville Visitor's Bureau: We handed out letters to the Mountain Street folks and we had no objections from any of those folks. I have not heard any negative feedback. We are making adjustments and will be adding things to not interfere with business and clients that may be coming by from the time we close the road until normal business hours or later for the restaurants.

Alderman Ferrell: It will be 4:00 p.m. for the closing time of the street?

Brian Bailey: That is how it worked last year with East Avenue as well.

Alderman Adams: I would like to say thank you Brian and all of you for your good communication efforts. I was concerned about our businesses and how they felt. I wanted some strong words in writing from you that communication had occurred and I believe it has. I appreciate the way Julie's office and you worked together. Thank you all. I think this is great. I hope it proves to be very successful.

Alderman Petty: I think I read recently that you were about to open your own business. I wanted to thank you for all your hard work over the last year and a half getting First Thursday put together. It's been one of the most important things for the Square so thanks.

Brian Bailey: I appreciate that, I believe so too.

Alderman Lewis: I am really excited about this and I think it's a great opportunity. I too thank the people that worked on it. I have only heard good things. I have received some emails in support of this.

Alderman Lewis moved to suspend the rules and go to the second reading. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Thiel was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Thiel was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray: I am excited about this and I think our Square is wonderful. Anytime we can do anything to bring folks up there that's a feather in our cap. I am very pleased. Thank you all for your work in developing this.

Mayor Jordan: Brian and Julie I want to thank you for all your hard work on this. Well done. I think First Thursday is one of the most successful new events that we have had in the City in a long time. I am very supportive of it and it's really good.

Unofficial

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

Ordinance 5392 as Recorded in the office of the City Clerk

Amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes: An ordinance to amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes (B) Route Approval and (F) of the Fayetteville Code to allow use of pedicabs on streets with a posted speed limit of thirty-five (35) miles per hour or higher if authorized by the Transportation Services Director and (D) to allow pedicabs to operate on Scull Creek Trail, Mud Creek Trail and Frisco Trail.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: Alderman Petty asked that under Subsection 3 that instead of having the Transportation Services Director be the one that controls the trails that the Parks and Recreation Director be the one to give that authority to.

Alderman Petty: That is correct.

Alderman Gray: Has Connie been notified and is she agreeable?

Don Marr: Yes she has. Connie currently has the decision on event permits that have trail requests and this would be consistent with that.

Alderman Petty moved to amend the ordinance to allow the Parks & Recreation Director the authorization process. Alderman Kinion seconded the motion. Upon roll call the motion passed 7-0. Alderman Thiel was absent.

Alderman Petty gave a brief description of the ordinance. He stated we have heard from our Police Department in Ordinance Review meetings who actually believe that pedicabs operating on the trails is safer than having them operating on the streets outside the downtown area. That is why I brought this forward. I would like to invite the owner of the pedicab company to explain why he is pursuing these changes and why they are important to his business.

Jason Sexton, Owner of a pedicab company stated if there is an event where a street is going to be shut down and we are not going to be clogging things up then we feel we should have the right to be there to provide our service. He explained why this ordinance would be beneficial for the citizens of Fayetteville and the safety measures that would be taken. He stated we would like to open our services up to the rest of the community.

Alderman Ferrell: How is your business doing?

Jason Sexton: We have been operating for about two months and all our drivers are coming back as soon as the weather breaks. I think we have a bright future.

Unofficial

Alderman Ferrell: Do you get quite a bit from the RV Park during baseball season?

Jason Sexton: We haven't had a baseball season yet. We are really trying to pursue that section of road during the games. We were a big hit during the football games and I would hope it would be the same for baseball. That is one of our big plans for the business.

Alderman Gray: I am glad to hear that. I am glad you are here but I am a little concerned about the trails. You are sure that for most of the trail you will only be covering one third?

Jason Sexton: The majority of the trail is 12 feet as I understand and then there are the 10 foot sections through the tunnels and the tight areas. On a 12 foot section we are a 4 foot wide vehicle so we are on the edge. There is room for a biker to pass us and still not be in the other lane.

Alderman Gray: I am not as concerned with the mountain bikers as I am the walkers.

Jason Sexton: We just don't travel that fast, it's a fancy tricycle. We have bells, mirrors and lights. I don't see it as being a safety issue. Our drivers have to go through training in order to be permitted by the Fayetteville Police Department. I feel like our drivers are aware of safety.

Alderman Adams: Are your lights on all the time while you are pedaling?

Jason Sexton: We have running lights that we can run whenever we want.

Alderman Adams: When you are in the tunnel?

Jason Sexton: As of right now we are only required to run them at night but we can have them on during the day if that would appease the powers that be.

Alderman Adams: They don't run all the time then, you have to actually flip them on?

Jason Sexton: Yes, it's a switch on the bike and you turn them on or off.

Alderman Petty: I have ridden in a pedicab twice now and you are lucky to get going up a hill on Dickson Street at 5 MPH. That can present some concerns when you have serious traffic on a hill. I never witnessed anything unsafe but if you think about a pedicab on a trail and you think about a walker they are not going to be passing any walkers. If you have ever been on a trail if you are on a bicycle you pass people all the time. If you are a walker or jogger you get passed all the time. Part of having a trail system is trail etiquette.

We had a memo from the attorney saying that if we allow pedicabs on the trails it might open the door to having to allow golf carts. I am a little bit surprised by that. We have a request from Alderman Boudreaux to hold this on the first or second reading. I would like to do that not only for her but I would also like the opportunity to analyze the attorneys opinion and see if it's appropriate to present an argument.

Unofficial

Jason Sexton: I think there is a pretty substantial difference between a bicycle and a golf cart.

City Attorney Kit Williams: I would agree but not a pedicab and a golf cart. A bicycle and a golf cart there is a difference.

Jason Sexton: A pedicab is a 150 pound bicycle. A golf cart is a 500 to 800 pound car that can travel 15 to 20 MPH. I am 150 pounds and I am traveling at 5 MPH. I don't see how anyone could make the case that a golf cart is the equivalent of a pedicab.

City Attorney Kit Williams: Alderman Petty you made a good point that you need a chance to analyze this and the big concern is not the weight but the comparable size. Our ordinance says that golf carts or comparably sized vehicles are not allowed on the trails and that is how I am trying to avoid problems with new Federal Regulations. He explained the Federal Regulations. I am not saying that it means we would be in violation of the ADA, I don't think we are but this would make it a more difficult defense for the City if someone decided to challenge us.

Jason Sexton: Are golf carts allowed on the streets of Fayetteville?

City Attorney Kit Williams: State Law would prohibit the use of golf carts on City streets or highways.

Jason Sexton: I am just curious how a cart would get onto the trail system if it can't be on the streets.

John Rownak, a citizen: The original intent of the trail system was for recreational use. I think they have met their objective. I think it would be a mistake to commercialize the trails. I ask you to not commercialize the trail system.

Alderman Ferrell: You said that you don't think we should commercialize the trails and obviously you use the trails quite a bit. If a use charge was proposed for the trails and it was either a use charges or commercialization where would you sit on that?

John Rownak: A use charge for anybody using the trail or just commercial use?

Alderman Ferrell: Noncommercial use.

John Rownak: I would be opposed to that but I think it would depend upon the circumstances. The amount of the use charge is a big factor. If I have other alternatives I may not use the trails.

Mayor Jordan: Did you all mention Dickson Street? Why would we be running down Dickson Street?

Alderman Petty: It was part of the zone of operation that was originally approved by the City Council. That was one of the main areas of service for the market.

Unofficial

Mayor Jordan: So there are a lot of people down there? So we can establish that one of the reasons you would be running a pedicab is because there is a lot of people down there.

Alderman Petty: Sure. Even though they are used recreationally that was not the original intent of developing the alternative transportation master plan. That was designed so we could create a culture of alternative transportation in this community. As for safety, our Police Department has been clear in the Ordinance Review Committee meetings that pedicabs on the trails are much safer than pedicabs on the streets. In those places where the trail is 8 or 9 feet wide it is a part of the Transportation Master Plan that those are widened in the future. On the subject of blind curves and hills I think we need to remember that these are trained operators that are certified by the Police Department. They have gone through a skills training and these are fantastic cyclist who know how to be safe. I don't think that is a legitimate concern. I think that our City departments have the expertise to address the concerns that our citizens have and the pedicab operators have the expertise to do this safely.

This ordinance was left on the First Reading.

Amend §174.03 Exemptions: An ordinance to amend §174.03 Exemptions of Chapter 174 Signs of the Fayetteville Code to allow advertising on pedicabs.

City Attorney Kit Williams read the ordinance.

Alderman Petty gave a brief description of the ordinance. He passed out a memo that showed the justification for doing this. I would ask that you look at the pictures I have given you and see the billboards and pedicabs and ask yourself if there is a difference. I believe a majority of our citizens would not find the kind of advertisings shown in these pictures to be offensive as they would billboard lined streets and interstates. He continued to discuss the differences between billboards and pedicab advertisements.

Jason Sexton: When we started the business, that was part of staying in business, to get those advertisement dollars. I don't think we are going against the sign ordinance because we are not a billboard. Where we are going to operate is one of the most heavily advertised areas in the community. I don't see that we would be a distraction to Fayetteville by advertising in that zone. The cabs are currently allowed to advertise as is Ozark Regional Transportation.

Alderman Ferrell: If the signs were allowed on the pedicabs would they be allowed in the Entertainment District or would they be able to go down to the trails also?

Alderman Petty: Trails would be the only spot they would be prohibited from advertising. That is to be consistent with the ordinance we passed last year prohibiting advertising and sponsor signs within the parks.

Alderman Ferrell: Do you have a problem with them on the trails if they take someone from the Entertainment District across the trail?

Unofficial

Alderman Petty: Personally I don't because we are talking about 5 pedicabs in operation right now and frequent use on the trails. In speaking with the business they did not have any problem with this restriction because the way the signs are attached it's very easy to attach and detach them. Since they are vinyl signs they roll up so they can be stored underneath the bench seat where the passenger sits so it is no problem at all. I think there would be a lot of accountability and I don't think it would be much of an issue.

Alderman Ferrell: If pedicabs were allowed on trails and assuming they generate revenue and pay taxes on the revenue, currently the capital expense and maintenance on the trails is borne by the government, this might be a case where a little of that would be recouped. Can you see that as a possibility if that were allowed?

Alderman Petty: We do collect fees from both the driver permitting process and the business permitting process. Those go to offset the staff time to do those reviews. I can't say that there is money left over after we pay staff for those reviews. I am pretty sure if there is any left that it goes to the General Fund.

This ordinance was left on the First Reading.

Amend §117.47 Advertising: An ordinance to amend §117.47 Advertising of the Fayetteville Code to remove authorization to place advertising signs on taxicabs.

City Attorney Kit Williams read the ordinance.

Alderman Lewis gave a brief description of the ordinance. She spoke on the current sign ordinance. I brought this forward because I think that we have weakened the sign ordinance by allowing signs on taxicabs and I think we would weaken the sign ordinance if we were to allow them on pedicabs.

City Attorney Kit Williams gave an explanation on why allowing advertisements on taxicabs could create potential lawsuits. He stated you all are policy makers but from a legal point of view I can tell you this does weaken to some extent our sign ordinance.

A discussion followed on how this ordinance was created.

Alderman Lewis: I would like to propose that we hold on this as well.

Mayor Jordan: On the first reading? Are you saying in your proposal that you are going to take those off the busses or leave them on?

City Attorney Kit Williams: They are still on the busses according to the proposal.

Alderman Ferrell: Kit cited the 9th Circuit Court of Appeal. It's the most overturned court in the United States of America. I would just hope that in looking at this thing that we can keep a

Unofficial

frame of mind and somehow massage this to where it's not going to be viewed as an anti business thing. That is what we need to try to do.

Bryce Curry, Owner of Dynasty Transportation spoke on the taxicab ordinance and its creation. I do not charge for ads on my cabs. I do it for people to help them out. If you take the signs off of cabs then take them off of busses and everything. Don't let just one have them. You could be taking away a source to compensate me for not raising my prices to the City.

Mayor Jordan: What area of town does most of your business come from?

Bryce Curry: We are all over the town everyday. We have grown and a lot of our business comes from Dickson Street because of the college.

Mayor Jordan: So you do a lot of business on Dickson Street?

Bryce Curry: I do a lot of business on Dickson Street.

City Attorney Kit Williams: I think we should recognize the good work that Bryce has done because the taxi situation has vastly improved with much cleaner and better cabs. It's been a boon to Fayetteville and our citizens. I want to salute you for your hard work in getting that accomplished.

Bryce Curry spoke on how long his employees have worked for him and how he operates his business.

This ordinance was left on the First Reading.

Announcements:

Meeting adjourned at 8:05 p.m.

Lioneld Jordan, Mayor	**Sondra E. Smith, City Clerk/Treasurer**

Unofficial

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 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda
City of Fayetteville Arkansas
Special City Council Meeting
March 22, 2011

A special meeting of the Fayetteville City Council will be held on March 22, 2011 at 4:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Gray, Thiel, Kinion, Petty, Ferrell, Adams, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Tennant

Pledge of Allegiance

Mayor Jordan thanked the Council for coming.

New Business:

Amend §113.02 & §113.03: An ordinance to amend §113.02 Regulations To Abate Nuisance, and §113.03 Jurisdiction of This Ordinance of the Fayetteville Code and to declare an emergency.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams thanked the Council for coming on their free Tuesday. I wrote a memo to you on March 11, 2011 explaining that the Federal Judge had issued an order, which rejected the City's request to certify the question of the interpretation of state statute upon which the rock quarry ordinance is based to the Arkansas Supreme Court so it could make its determination on how the statute should be interpreted.

This is a discretionary action by the court. It is totally within the Federal District Courts decision whether or not to do that and the Federal Court indicated it would not do that.

Unofficial

There was a conference call last week between the Court, Rogers Group, and the City about the case. At that point in time I asked the judge if he would give us until Thursday of this week, so I could talk to the City Council to see if there is anything the City Council wanted to do before the judge would began to make his decision on the actual merits of the case.

The City of Fayetteville and the Rogers Group have all filed motions for summary judgment on all the causes before the court. There are four separate causes of action that Rogers has filed against us. The first cause is the declaratory judgment action that the ordinance is invalid. The second cause is that it's a violation of due process. The third cause is that it is an illegal taking according to inverse commendation and state law. The fourth cause that it is a federal takings claim. The City has sought to have all those denied and the Rogers Group is supporting at least some if not all of their causes of action in their motion for partial summary judgment.

The judge said we could have up until Thursday to present any further information or evidence to him. I indicated I might file a pleading or send a letter to the court to have it filed in court. I looked at our ordinance and the main part of the issue, not only to the Federal District Court but to the Eighth Circuit, has been involving only our power beyond the city limits of Fayetteville, not within the city limits of Fayetteville.

We could find no precise case directly on point that would decide if a business is operating outside the city limits, what a city must do before it could regulate it. Would it have to sue in regular court and have a determination that it is a nuisance? That appears to be the Federal Courts interpretation. We had an interpretation by our State judge on another ordinance that went out beyond a mile of our city limits, and the State judge found it was constitutional. We have a couple different issues here and different interpretations.

The main issue in this federal case was the extraterritorial jurisdiction of the ordinance. Our code is made severable which means that sometimes if a part of statute or a part of a code section is found unconstitutional only that part would be stricken. That would be extremely difficult for the Federal Court. I have gone back into the rock quarry ordinance and looked at the portions of the ordinance that expressed the City Council's intent to have the jurisdiction go one mile beyond the city limits. The ordinance I just read would remove all of those. The rock quarry ordinance would be operative only within the city limits of Fayetteville.

The first and most important reason I did this was to ensure that if this is passed then the portion that is within the city would remain valid. In the future there might be a rock quarry that would open in the city or there could be annexations where a rock quarry would be within the city. We would still have a valid ordinance that has not been enjoined as long as it is within the city. The second reason is to save litigation cost and expenses. This has been going on a long time. We would like to limit the amount of litigation cost and expenses if we can. This is one way we can do that.

The Rogers Group quarry is outside the city limits. If the rock quarry ordinance no longer applied to them there would be a question of whether they would have any further interest in this case.

Unofficial

This would be very similar to what was done 2002 to 2003 when we were in court regarding the sign ordinance.

Alderman Ferrell: What is the intent if we pass this and anything outside the city limits is not bearing? Is it still going to go to litigation or are you expecting the suit to be dropped?

City Attorney Kit Williams: This could have a salutary effect on the suit. Whether or not it will be dropped I couldn't say. The Federal Judge will take this into account when he looks at whether or not he needs to issue a permanent injunction if we have removed the part that he was most concerned about. There might not be a permanent injunction. The Judge will do what he believes is best. I think this presents it in a clearer manner to the Judge for him to make his final decision.

Alderman Ferrell: I received a call from a citizen that questioned if the City Attorney has ever received compensation for extra work in going to court?

City Attorney Kit Williams: Yes, back when we had a board of directors and Jim McCord was the City Attorney. He was paid by the bond people.

Alderman Ferrell: As far as ongoing continued litigation there hasn't been any compensation since that time?

City Attorney Kit Williams: No, that was ended at least by 1992.

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third reading. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan: Kit, are we passing this ordinance and the emergency clause at the same time?

City Attorney Kit Williams: No, it will require two separate votes. You cannot vote on the emergency clause, Mayor.

Alderman Ferrell: The over whelming reason that we would do this is to avoid protracted litigation?

City Attorney Kit Williams: Yes, that is number one. The second is to preserve the rock quarry ordinance validity within the city limits.

Alderman Ferrell: Do we have any quarries operating within the city limits?

Unofficial

City Attorney Kit Williams: We do not presently have any quarries. It is possible one could open up or we could annex an area that would have one.

Alderman Thiel: It would be grandfathered in, wouldn't it?

City Attorney Kit Williams: This is not a zoning situation. It could still be regulated.

Alderman Gray: What about all those residents who were so verbal? Have they been given any warning about this?

City Attorney Kit Williams: I will let their Aldermen speak on that. There might have been some contact with them.

Alderman Lewis: I would like to focus on this with the idea that yes they definitely care about this. This is an effort to preserve as much integrity of this as we can right now. The plan is to present this topic at the next ward meeting. I've been in constant communication with them throughout the process. As far as this particular action I have not had a chance to talk with them. As their representative it's important to do the best we can in regard to the integrity of this ordinance as it stands for the City of Fayetteville and to take into consideration the litigation costs.

Alderman Adams: I contacted one today that I've been in constant contact with. I explained the two reasons that I read from this and he has the material that's available on the city page.

City Attorney Kit Williams: I will go with the Aldermen to the next Ward 4 meeting and be there to answer any questions.

Alderman Ferrell: I would hope that we could learn something from this in our efforts for regulation. How long has this been in court, Kit?

City Attorney Kit Williams: It's been about 15 months.

Alderman Ferrell: I hope we remember this in the regulations we pass.

Alderman Lewis: In the ongoing communications I have had and in attending the mediation and communicating the process, I think without a doubt they want this to reach outside the city limits. It's a difficult situation because we have to take in other factors.

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

Ordinance 5393 as Recorded in the office of the City Clerk

City Attorney Kit Williams*:* We need a separate vote on the emergency clause.

Unofficial

Alderman Petty moved to approve an Emergency Clause. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Tennant was absent.

Emergency Clause passed

Meeting adjourned at 4:55 p.m.

Lioneld Jordan, Mayor	**Sondra E. Smith, City Clerk/Treasurer**

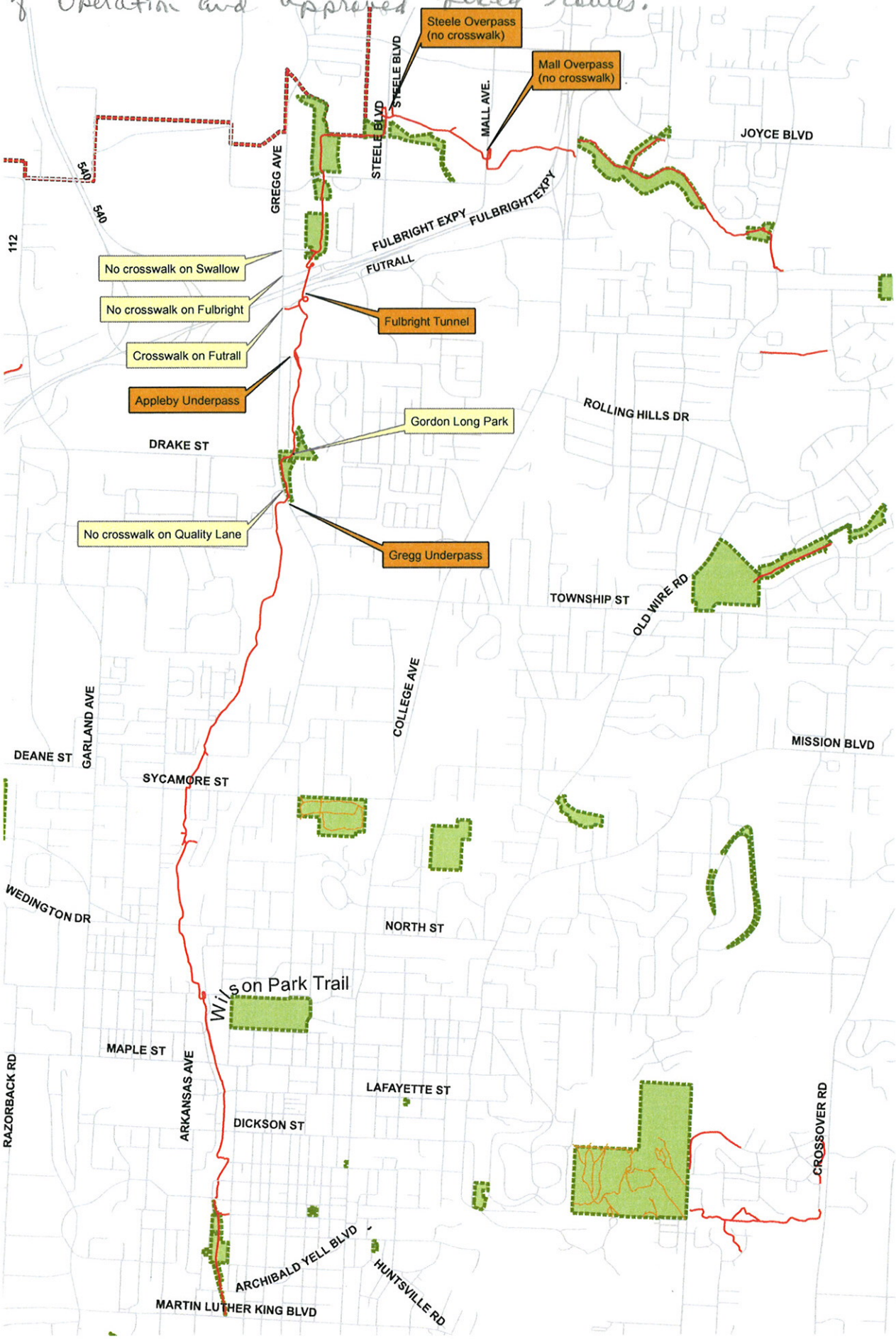
Unofficial

Amendment handed out at the City Council meeting 4/5/11. Amend 117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends §117.102 **Pedicab Permitted Zone of Operation And Approved Fixed Route** of the Fayetteville Code by repealing (D) in its entirety and enacting a new (D) as follows:

> "(D) *Operation on City Trails.* No pedicab shall be operated on city transportation trails (Frisco Trail, Scull Creek Trail, Mud Creek Trail, etc.) without the express prior approval of the date, time, route and fee for the special event by the Director of Parks and Recreation. Pedicabs may not be operated on any city recreational trails in city parks (such as Lake Fayetteville, Gulley Park, Wilson Park, etc.)."

Handed out at the City Council Meeting 4/5/11. Amend 117.102 Pedicab Permitted Zone of Operation and approved fixed routes.



Areas of Conern for Pedicabs

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 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 5, 2011

A meeting of the Fayetteville City Council will be held on April 5, 2011 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:

Agenda Additions:

A. Consent:

1. Approval of the March 15, 2011 City Council meeting minutes and the March 22, 2011 Special City Council meeting minutes.

2. **Carrier Corporation:** A resolution authorizing a contract with Carrier Corporation in the amount of $3,476.00 for the purchase and installation of HVAC controls added to the contract authorized by Resolution No. 184-10 for the Police Department building.

3. **King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $1,075.00 for the purchase and installation of lighting work added to the contract authorized by Resolution No. 185-10 for the Police Department building.

4. **Animal Services Citizen Donation Revenue:** A resolution approving a budget adjustment in the amount of $17,464.00 representing citizen donation revenue to the Animal Services Division during the fourth quarter of 2010.

5. **United States Geological Survey (USGS):** A resolution approving a contract with the United States Geological Survey (USGS) in the amount of $19,600.00 to model the upper end of the Beaver Reservoir related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission, and approving a $4,000.00 project contingency.

6. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC:** A resolution approving a contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the maximum amount of $48,000.00 for the provision of legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

7. **Fayetteville Municipal Property Owners' Improvement District Appointment:** A resolution to appoint three (3) successor commissioners for Fayetteville Municipal Property Owners' Improvement District No. 12 – Belclaire.

8. **Amend Resolution No. 210-10 Bid #10-66:** A resolution amending Resolution No. 210-10 to approve a project contingency of $8,000.00.

9. **Fayetteville Police Department Policy Changes:** A resolution approving amendments to Fayetteville Police Department Policies 16.2.3 Temporary Light Duty, 41.1.4 Bicycle Patrol, 41.3.5 Grooming and Uniform Requirements, and 52.1.1 Office of Professional Standards.

B. Unfinished Business:

1. **Huntingdon Heights Appeal:** An appeal of the City Engineer's determination regarding the driveway approach at 3172 Warwick Dr. *This item was tabled at the February 3, 2011 City Council meeting to the February 15, 2011 City Council meeting. This item was tabled at the February 15, 2011 City Council meeting to the March 15, 2011 City Council meeting. This item was tabled at the March 15, 2011 City Council meeting to the April 5, 2011 City Council meeting.*

2. **Amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes:** An ordinance to amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes (B) Route Approval and (F) of the Fayetteville Code to allow use of pedicabs on streets with a posted speed limit of thirty-five (35) miles per hour or higher if authorized by the Transportation Services Director and (D) to allow pedicabs to operate on Scull Creek Trail, Mud Creek Trail and Frisco Trail. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

   Left on the First Reading

3. **Amend §174.03 Exemptions:** An ordinance to amend §174.03 Exemptions of Chapter 174 Signs of the Fayetteville Code to allow advertising on pedicabs. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

   Left on the First Reading

4. **Amend §117.47 Advertising:** An ordinance to amend §117.47 Advertising of the Fayetteville Code to remove authorization to place advertising signs on taxicabs. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

   Left on the First Reading

C. New Business:

1. **VAC 11-3764 (Ozark Dermatology):** An ordinance approving VAC 11-3764 submitted by McClelland Consulting Engineers, Inc. for property located at 152 East Appleby Road to vacate a portion of a utility easement, a total of 436 square feet.

2. **ADM 11-3773 (Bungalows at Cato Springs R-PZD Amendment No. 2**): An ordinance amending a residential planned zoning district entitled R-PZD 05-1797 Bungalows at Cato Springs to revise the zoning criteria for Planning Area Two, to include Use Unit 12, Limited Business, as a permitted use on lot number 30.

3. **ESRI, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with ESRI, Inc. in the amount of $31,682.50 for maintenance and upgrades to Geographic Information System Software for 2011 and for future years.

4. **Amend Resolution No. 193-10:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by the J.E. Lindsey Family Limited Partnership needed for water and sewer improvements along Crossover Road (State Highway 265).

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/11
~~4/19/2011~~

City Council Meeting Date
Agenda Items Only

John Coleman	Sustainability	Sustainability
Submitted By	**Division**	**Department**

Action Required:

The City of Fayetteville will have a small amount of additional HVAC work on the Police building that was not included in the scope of the original contract #2158 with Carrier.

$ 3,476.00	$ 250,000.71	Energy Block Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.9240.5210.00	$ 203,463.71	Energy Block Grant
Account Number	Funds Used to Date	Program / Project Category Name
none		
09011.0010	$ 46,537.00	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director	3/8/11 Date	Previous Ordinance or Resolution #	RES 184-10
City Attorney	3-8-11 Date	Original Contract Date:	11/2/2010
Finance and Internal Services Director	3-9-2011 Date	Original Contract Number:	2158
Chief of Staff	3-9-11 Date	Received in City Clerk's Office	03-08-11A11:34 RCVD Kim G.
Mayor	3/9/11 Date	Received in Mayor's Office	ENTERED 3/9/11

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO: Mayor Jordan
FROM: JC John Coleman, Director of Sustainability & Strategic Planning
Thru: Don Marr, Chief of Staff
DATE: March 8, 2011
SUBJECT: Extension of Police Department Bid 10-59 – Energy Retrofit

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has awarded bids to cover both lighting and heating and air conditioning (HVAC) retrofits on the Police Department building.

Initial Bid 10-59 was awarded to Carrier Corporation for an amount not to exceed $58,620 after receiving three bids on the project. The purpose of this action is to expand that bid in the amount of $3,476 to cover necessary HVAC controls costs that were added to the project.

Budget Impact

Bid 10-59 was awarded for an amount not to exceed $58,620. The additional $3,476 will also be paid for exclusively by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH CARRIER CORPORATION IN THE AMOUNT OF $3,476.00 FOR THE PURCHASE AND INSTALLATION OF HVAC CONTROLS ADDED TO THE CONTRACT AUTHORIZED BY RESOLUTION NO. 184-10 FOR THE POLICE DEPARTMENT BUILDING

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 a contract, a copy of which is attached as Exhibit "A", with Carrier Corporation in the amount of $3.476.00, for the purchase and installation of HVAC controls added to the contract authorized by Resolution No. 184-10 for the Police Department building.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Carrier Building Systems and Service
Division of Carrier Corporation
372 Agnes
Tontitown, AR 72770
(479) 756-4552 Phone
(860) 660-1243 Fax

January 7, 2011

TO: City of Fayetteville

Subject: City of Fayetteville - Police Department HVAC Control System
Quote No: 186QT11001

Carrier Building Systems and Service appreciates the opportunity to provide pricing information associated with controls for this project.

The following is included in our scope of service:

1. Installation and termination of BACnet MS/TP communication wiring.
4 Installation and termination of low voltage control system sensor wiring.
5 Provide and field install (3) i-Vu Open BACnet controllers for the RTUs that were not included in the original project.
6 Installation and termination of Carriers sensors and control devices.
7 Installation of (3) Carrier i-Vu Open Space temperature sensors with LCD display, set point adjustment, local override and alarm icon.
8 All Control system software and programming to add to the new i-Vu Open system.
9 Provide one graphic for each piece of equipment.
10 Customer training
11 Parts and labor warranty as defined by Carrier Corporation's standard terms and conditions and limited to workmanship, materials and equipment provided through Carrier's Commercial Service Division.

The project price is: (excluding any applicable taxes) $3,476.00

Exclusions	No	**Alternates**	No
Tax Included	No	**Bond Include**	No

EXHIBIT
tabbies
A

Notes:

1. Communication and sensor wiring will be open air and in plenum rated.
2. This pricing is base on Carrier Corporation's standard terms and conditions.
3. The above quoted price is valid for thirty (30) days.
4. All work not specifically listed under the scope of service section of this quote.
5. Smoke detectors and associated wiring.
6. All applicable taxes **HAVE NOT BEEN** added.
7. Progress billings will be invoiced by the 20th of the month, based on labor and/or materials stored or installed. The information contained in this proposal is **CONFIDENTIAL**.

We appreciate the opportunity to provide this information. We look forward to talking with you in the near future. If we can be of additional service please contact me at 479-756-4552.

TERMS OF PAYMENT to Carrier Corporation shall be net (30) upon receipt of invoice. This pricing is base on Carrier Corporation's standard terms and conditions. Further, this pricing is based on Carrier Corporation's standard forty (40) hour work week, premium time is not included. The above quoted price is valid for thirty (30) days. All applicable taxes **HAVE NOT BEEN** added. Progress billings will be invoiced by the 20th of the month, based on labor and/or materials stored or installed. The information contained in this proposal is **CONFIDENTIAL**.

We appreciate the opportunity to provide this information. We look forward to talking with you in the near future. If we can be of additional service please contact me at 479-756-4552.

Respectfully,

Accepted by:_____

Title:_____

Date:_____

Bret Thompson
Carrier Corporation
Carrier Commercial Service

Attachments: Terms & Conditions

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE- SERVICE

1. **PAYMENT AND TAXES**-- Payment shall be made 1.25% 10/net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to completion of work if Carrier determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Carrier any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**– All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE**- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS**– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Carrier's control.
   Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Carrier encounters any asbestos product or any hazardous material in the course of performing its work, Carrier may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Carrier shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
   Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
5. **WARRANTY**– Carrier warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Carrier also warrants all Carrier parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Carrier in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**– During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on Customer equipment.
7. **DELAYS**– Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**– Customer shall:
   - Provide a safe work environment.
   - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
   - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
   - Promptly notify Carrier of any unusual operating conditions.
   - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
   - Provide adequate water treatment.
   - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
   - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
   - Operate the equipment properly and in accordance with instructions.
9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE**– Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement.
   In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
10. **CUSTOMER TERMINATION**– Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
11. **CARRIER TERMINATION**– Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
12. **LIMITATION OF LIABILITY**– Under no circumstances shall Carrier be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Carrier.
13. **WASTE DISPOSAL**– Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. **CLAIMS**– Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
15. **GOVERNMENT PROCUREMENTS**- Carrier offers standard commercial items which may not comply with Government specifications. Carrier does not comply with the Cost Accounting Standards (CAS) nor with the Federal Acquisition Regulations (FAR). In no event shall Carrier provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
16. **SUPERSEDURE, ASSIGNMENT and MODIFICATION**- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/11
~~4/19/2011~~

City Council Meeting Date
Agenda Items Only

John Coleman	Sustainability	Sustainability
Submitted By	**Division**	**Department**

Action Required:

The City of Fayetteville will have a small amount of additional lighting work on the Police building that was not included in the scope of the original contract #2159 with King Electric.

$ 1,075.00	$ 250,000.71	Energy Block Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.9240.5210.00	$ 206,939.71	Energy Block Grant
Account Number	Funds Used to Date	Program / Project Category Name
none		
09011.0010	$ 43,061.00	Energy Block Grant
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — 3/8/11 Date

City Attorney — 3/8/11 Date

Finance and Internal Services Director — Paul A. Becker — 3-8-2011 Date

Chief of Staff — 3-9-11 Date

Mayor — 3/9/11 Date

Previous Ordinance or Resolution # RES 185-10

Original Contract Date: 11/2/2010

Original Contract Number: 2159

Received in City Clerk's Office 03-08-11 A11:34 RCVD Kim G.

Received in Mayor's Office ENTERED 3/9/11

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8272

CORRESPONDENCE

TO: Mayor Jordan
FROM: JC John Coleman, Sustainability Director
Thru: Don Marr, Chief of Staff
DATE: March 8, 2011
SUBJECT: Extension of Police Department Bid 10-63 – Energy Retrofit

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has awarded bids to cover both lighting and heating and air conditioning (HVAC) retrofits on the Police Department building.

Bid 10-63 was awarded to King Electric for an amount not to exceed $45,140 after receiving four bids on the project. A contingency fund was not included in the initial contract so the purpose of this action is to expand that bid in the amount of $1,075 to cover necessary lighting costs that were added to the project.

Budget Impact

Bid 10-63 was awarded for an amount not to exceed $45,140. The additional $1,075 will also be paid for exclusively by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH KING ELECTRICAL CONTRACTORS IN THE AMOUNT OF $1,075.00 FOR THE PURCHASE AND INSTALLATION OF LIGHTING WORK ADDED TO THE CONTRACT AUTHORIZED BY RESOLUTION NO. 185-10 FOR THE POLICE DEPARTMENT BUILDING

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 a contract, a copy of which is attached as Exhibit "A", with King Electrical Contractors in the amount of $1,075.00, for the purchase and installation of lighting work added to the contract authorized by Resolution No. 185-10 for the Police Department building.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

KING ELECTRICAL CONTRACTORS
2145 W MOORE LANE
FAYETTEVILLE AR 72701
479-443-0006 FAX 479-443-1719
Email Chris@ckingelectric.net

PROPOSAL

TO:	PHONE	DATE
City of Fayetteville		2-24-11
Attn: John Coleman	JOB NAME Police station lighting upgrade	

JOB DESCRIPTION
Furnish and install 1-2x4 lay in fixture- $95.00
Furnish and install 1-2x2 lay in fixture- $95.00
Furnish and install 15- parabolic lenses for new fixtures in dispatch- $705.00
Furnish and install power to elevator pit light- $180.00

Dispose of old ballasts- $0.00 No cost.

Contractors License #0063870411

95.00 +
95.00 +
705.00 +
180.00 +
1,075.00G+

PROPOSAL GOOD FOR 30 DAYS	DOLLARS: Base Bid $
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE A FINANCE CHARGE WILL BE CHARGED ON ALL PAST DUE ACCOUNTS OF .0833% PER MONTH. ALL ATTORNEY FEES WILL BE COLLECTED ON PAST DUE ACCOUNTS.	AUTHORIZED SIGNATURE
THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.	ACCEPTANCE SIGNATURE

EXHIBIT
A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/2011
City Council Meeting Date
Agenda Items Only

Justine Middleton	Animal Services	Community Services
Submitted By	**Program**	**Division**

Action Required:

Approval of Budget Adjustment budgeting the Donation Revenue Balance for the fourth quarter of 2010 in the amount of $17,464.00

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

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

Department Director	03.01.2011 Date	Previous Ordinance or Resolution #
City Attorney	3-1-11 Date	Original Contract Date: / Original Contract Number:
Finance and Internal Services Director	3-1-2011 Date	Received in City Clerk's Office 03-01-11 P03:37 RCVD
Chief of Staff	3-4-11 Date	Received in Mayor's Office ENTERED 3/2/11
Mayor	3/4/11 Date	

Comments: Staff recommends approval of this budget adjustment.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

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

From: Justine Middleton, Animal Services Superintendent

Date: February 28, 2011

Subject: Approval of a Budget Adjustment for Animal Services Division

PROPOSAL:

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

RECOMMENDATION:

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

BUDGET IMPACT:

Increase Animal Shelter Donations Program budget by $17,464.00.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $17,464.00 REPRESENTING CITIZEN DONATION REVENUE TO THE ANIMAL SERVICES DIVISION DURING THE FOURTH QUARTER OF 2010

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 $17,464.00 representing citizen donation revenue to the Animal Services Division during the fourth quarter of 2010.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

A. 4V11.0222
Animal Services Citizen
Donation Revenue
Page 1 of 4

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Animal Services Department: Development Services	Request Date	Adjustment Number
2011		4/5/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase the Animal Low Cost Spay/Neuter Donations by $1,525 and the Animal Services Miscellaneous Donations project by $15,939 to recognize revenue received during the 4th Quarter of 2010.

Since the revenue was received during 2010 the Use of Prior Fund Balance account will be used as the offsetting account.

EXHIBIT
A

Division Head	Date	Prepared By:	kspringer
	3-2-2011	Reference:	KS030211
Budget Director	Date	Budget & Research Use Only	
Department Director	Date	Type: A B C D E P	
Paul A. Becker	3-2-2011	General Ledger Date	
Finance Director	Date	Posted to General Ledger	Initial / Date
	3-4-11		
Chief of Staff	Date	Checked / Verified	Initial / Date
	3/4/11		
Mayor	Date		

		Increase / (Decrease) Expense	Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT		17,464	17,464	
Account Name	Account Number			
Veterinary supplies	1010.2740.5200.03	1,525		03049 . 1
Building & grounds maint	1010.2740.5400.00	15,939		03048 . 1
Use of Prior Fund Balance	1010.0001.4999.97		17,464	

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

05-Apr-11
City Council Meeting Date
Agenda Items Only

David Jurgens	Wastewater Treatment	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a contract with the United States Geological Service (USGS), for $19,600 to model the upper end of the Beaver Reservoir, as impacted by and relating to the White River Water Quality Standards Petition to the APCEC, and approve a $4,000 project contingency.

$ 23,600	$ 400,000	White Rvr NPDES UAA & APCEC
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5700.5314.00	$ 265,000	Wastewater Treatment
Account Number	Funds Used to Date	Program / Project Category Name
11014.1102	$ 135,000	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

Department Director — Date: 18 MAR 11

City Attorney — Date: 3-21-11

Finance and Internal Services Director — Date: 3-21-2011

Chief of Staff — Date: 3-22-11

Mayor — Date: 3/22/11

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 03-18-11 P01:32 RCVD

Received in Mayor's Office

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF APRIL 5, 2011
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: March 18 2011

Subject: Beaver Lake Modeling Contract, United States Geological Service (USGS), $19,600 Relating to White River Water Quality Standards Petition to Arkansas Pollution Control and Ecology Commission (APCEC)

RECOMMENDATION

City Administration recommends approving a contract with the United States Geological Service (USGS), for $19,600 to model the upper end of the Beaver Reservoir, as impacted by and relating to the White River Water Quality Standards Petition to the APCEC, and approving a $4,000 contingency.

BACKGROUND

ADEQ has informed the City that the Noland WWTF National Pollutant Discharge Elimination System (NPDES) permit, currently being developed by ADEQ and scheduled for issuance in May, 2011, will contain limits on total dissolved solids (TDS), chloride (Cl^-), and sulfate ($SO_4^=$), unless other actions are taken. The segment of the White River where the Noland plant discharges is on the 303(d) impaired streams list for turbidity, TDS, Cl^-, and $SO_4^=$. Measured concentrations in the White River exceeded current site specific water quality standards (WQS) of: Cl^- -20 mg/l; $SO_4^=$ -20 mg/l; and TDS -160mg/l. The least cost and most common solution, recommended by ADEQ and recently successfully completed by Jonesboro, is to make a third party petition to the APCEC requesting Regulation 2 be changed by modifying the site specific water quality standards. It involves performing a Use Attainability Analysis (UAA), a physical study of the river. Huntsville is facing a similar issue in their NPDES permit renewal. The Beaver Water District (BWD), in formal written public comment, suggested that the APCEC would likely want to know the impact of this type water quality change upon the Beaver Reservoir, down to the BWD water intake.

DISCUSSION

City staff discussed the potential impacts on the reservoir with ADEQ and regional water quality professionals, and determined that the USGS had the most up-to-date and accurate model of the reservoir. As the USGS is an agency of the federal government, no selection process is required. Staff met with Reed Green, the USGS representative, to develop a scope of work that would meet the objectives relating to the APCEC petition and answer questions from all interested parties.

Under this contract, USGS will model the upper end of Beaver to determine what impact, if any, the City's request to modify the water quality standards will have on the reservoir at the BWD water intake structure. The BWD intake is the most upstream of the four water treatment plant intakes in Beaver. The model information will be incorporated into the overall petition to the APCEC to provide the most complete information to the Commission to aid in their decision making.

BUDGET IMPACT

Funds are available within the project budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH THE UNITED STATES GEOLOGICAL SURVEY (USGS) IN THE AMOUNT OF $19,600.00 TO MODEL THE UPPER END OF THE BEAVER RESERVOIR RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION, AND APPROVING A $4,000.00 PROJECT CONTINGENCY

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 the United States Geological Survey (USGS) in the amount of $19,600.00 to model the upper end of the Beaver Reservoir related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a $4,000.00 project contingency.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED: ATTEST:

By: _____ By: _____

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

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #:	AR026
Agreement #:	11C4AR026AR0400
Project #:	
TIN #:	71-6018462
Fixed Cost Agreement	☑ Yes ☐ No

FOR
Water Resources Investigations

THIS AGREEMENT is entered into as of the 18th day of March, 2011, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF FAYETTEVILLE, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the Beaver Lake chloride, sulfate, and total dissolved solids modeling project, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $.

(a) $ by the party of the first part during the period March 18, 2011 **to** September 30, 2011

(b) $19,600 by the party of the second part during the period March 18, 2011 **to** September 30, 2011

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366 continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #:	**AR026**
Agreement #:	**11C4AR026AR0400**
Project #:	
TIN #:	**71-6018462**

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **annually**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

USGS Point of Contact

Name: David A. Freiwald, Director
Address: USGS Arkansas Water Science Center
401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3618
Email: freiwald@usgs.gov

Signatures

By_____ Date 3/18/11
Name: David A. Freiwald
Title: Director, USGS AR Water Science Center

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title:

CITY OF FAYETTEVILLE

Customer Point of Contact

Name: David Jurgens, P.E., Water/Wastewater Director
Address: City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
Telephone: (479) 575-8330
Email: djurgens@ci.fayetteville.ar.us

Signatures

By_____ Date_____
Name: David Jurgens
Title: Water/Wastewater Director

By_____ Date_____
Name:
Title:

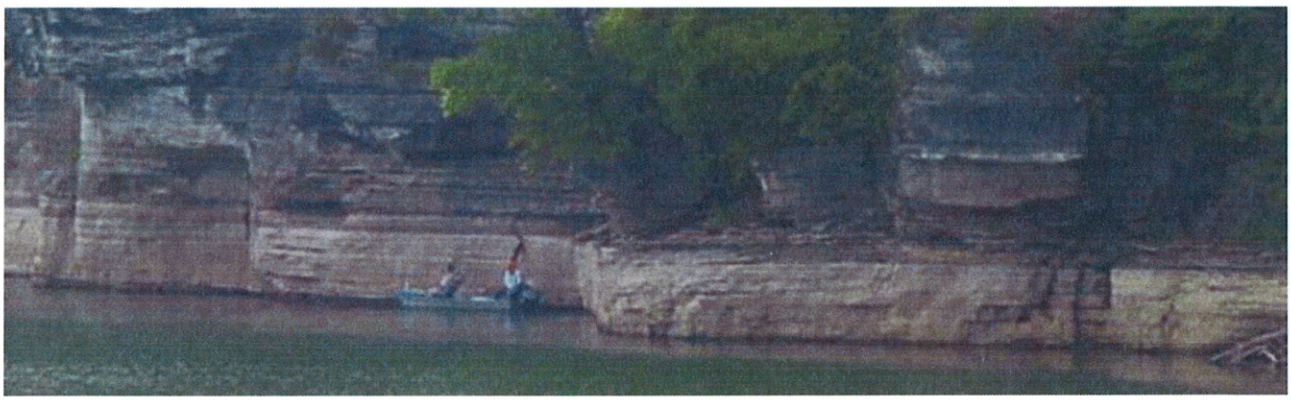
By_____ Date_____
Name:
Title:

Ambient Conditions of Chloride, Sulfate, and Total Dissolved Solids, and Fate and Transport Simulations in Beaver Lake, Northwest Arkansas, 2006 – 2010

Submitted by U.S. Geological Survey

To the City of Fayetteville

March 18, 2011



Introduction

Beaver Lake, completed in 1963, is located in northwest Arkansas and receives most of its water from three tributaries of the White River (White River, Middle Fork White River, and West Fork White River), Richland Creek, and War Eagle Creek (fig. 1). The drainage area of Beaver Lake is 3,087 km^2, 1,067 km^2 from the White River drainage, 143 km^2 from the Richland Creek drainage, and 860 km^2 from the War Eagle drainage. Beaver Lake covers 11,420 hectares, and contains 2.04×10^9 m^3 of water at normal pool elevation.

The Beaver Lake watershed was selected as the number one priority watershed in Arkansas' Unified Watershed Assessments and Restoration Priorities report prepared by representatives from various state and federal agencies (http://arkansaswater.org/reports/1998Assesment.pdf). Beaver Lake watershed was selected as the number one priority because it contained a state extraordinary water resource, an imperiled aquatic species, drinking water supplies serving a population over 250,000, a state impaired water body, numerous state waters of concern, three U.S. Department of Agriculture Environmental Quality Incentive Program projects, a 319 non-point source priority area, and an interstate waters of concern.

Beaver Lake serves as the source-water supply for over 375,000 customers in northwest Arkansas. Four drinking-water utilities withdrawal water from the 1.59×10^8 m^3 of allocated storage. The major supplier is Beaver Water District (300,000 customers), followed by the rural and economically disadvantaged Benton-Washington Regional Public Water Authority (35,000), Carroll-Boone Water District (30,000), and Madison County Regional Water District (10,000). Beaver Lake also serves as a major resource for aquatic recreation and provides both cold- and warm-water fisheries. Downstream from Beaver Lake Dam, is a major trout fishery.

USGS has been collecting water-quality samples and monitoring water quality in Beaver Lake and its tributaries since 2001 in cooperation with Beaver Water District (fig. 1). Using data prior to April 2003, the USGS developed and calibrated a numerical model of hydrodynamics and water quality (Galloway and Green, 2006). This model was later used to evaluate simulated changes in input water quality, mainly nutrients and suspended sediment (Galloway and Green, 2007). The results from the model simulations were later used in the development of nutrient and turbidity criteria and standards for Beaver Lake. Similar model simulations can be developed and evaluated for total dissolved solids.

Purpose and Scope

The purpose of the proposed project is to describe ambient conditions of chloride (Cl), sulfate (SO_4), and total dissolved solids (TDS) concentrations in Beaver Lake for the period 2006 through 2010, and update the calibrated and published 2001-2003 Beaver Lake CE-QUAL-W2 model of hydrodynamics and water quality (Galloway and Green, 2006) to include CL, SO_4, and TDS simulations for this same time period. The simulated timeframe will be updated to include 2006 through 2010 calendar years. This timeframe includes extremely dry and wet hydrologic time periods. Five different CL, SO_4, and TDS wastewater treatment input scenarios will be constructed, run, and evaluated against the

'calibrated' or base model. Wastewater inputs will enter into the model at the upstream White River boundary. Similarities and differences between the scenarios and the base-line condition for CL, SO_4, and TDS concentrations will be examined through time at various downstream locations in Beaver Lake and at different depths. Model setup and simulations will be completed by end of June, 2011. A report will be prepared and published by the end of September, 2011.

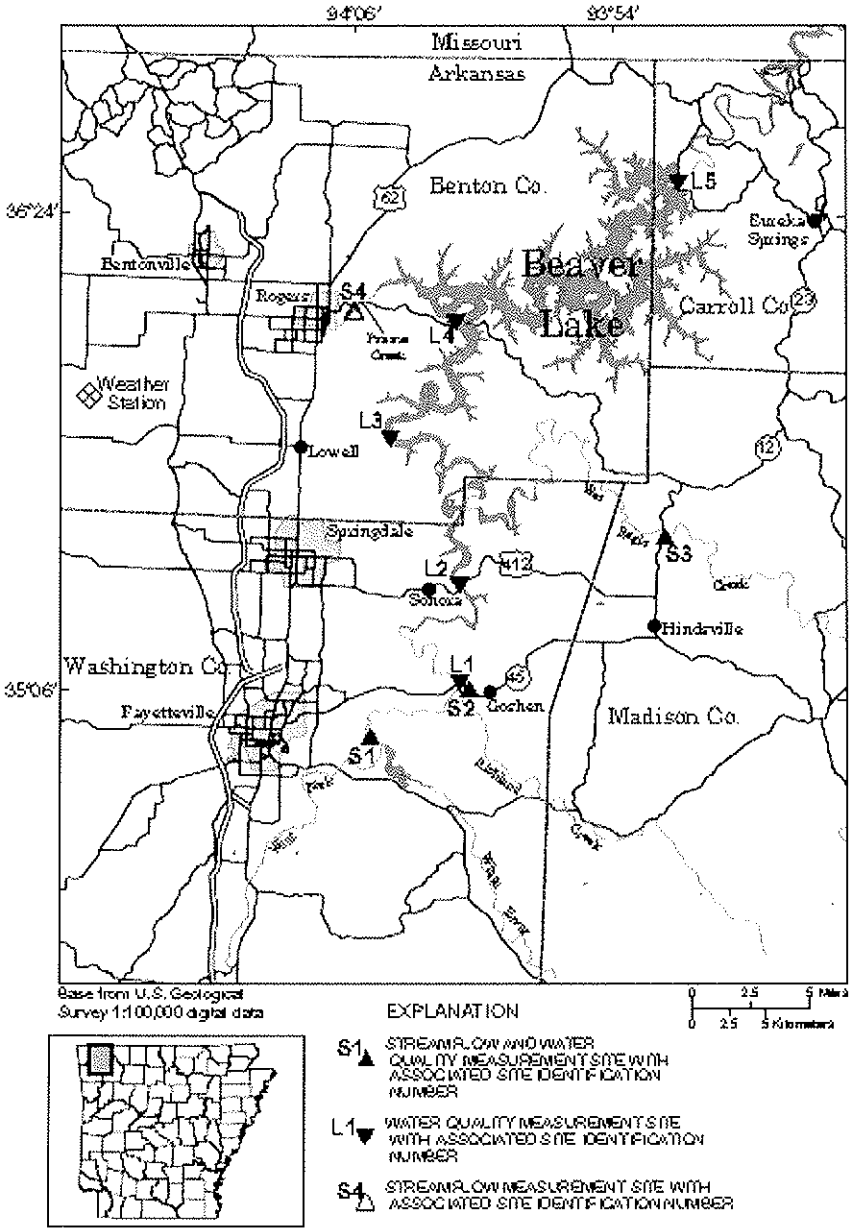


Figure 1. Beaver Lake study area, with locations of data-collection sites.

Approach

Existing Beaver Lake CE-QUAL-W2 hydrodynamic and water-quality model -- A two-dimensional, laterally averaged, hydrodynamic and water-quality model using CE-QUAL-W2 Version 3.1 (Cole and Wells, 2003) was developed for Beaver Lake and calibrated based on vertical profiles of temperature and dissolved oxygen, and water-quality constituent concentrations collected at various depths at four sites in the reservoir from April 2001 to April 2003 (Galloway and Green, 2006). The Beaver Lake CE-QUAL-W2 model simulates water-surface elevation and vertical and longitudinal gradients in water-quality constituents. The model includes routines for 18 state variables in addition to temperature, including any number of inorganic suspended solids groups, phytoplankton groups, nitrogen and phosphorus species, dissolved and particulate organic matter, total inorganic carbon, dissolved oxygen, and organic sediments. Additionally, over 60 derived variables can be computed from the state variables (Cole and Wells, 2003).

The computational grid is the geometric scheme that numerically represents the space and volume of the reservoir. The model extends 80 km from the upstream boundary (White River at the Highway 45 bridge) to the Beaver Lake dam (figs. 1 and 2). The grid originally was developed by Haggard and Green (2002) to simulate the hydrodynamics and distribution of temperature and dissolved oxygen in Beaver Lake for calendar years 1994 and 1995. Thirty-five computational segments exist along the mainstem of the White River in Beaver Lake and 12 computational segments are in War Eagle Creek. In addition, four other downstream branches are modeled with three computational segments each. Volumes of the smaller embayments not included in the computational grid were added to associated mainstem segments so that reservoir volume was preserved. Each segment was divided vertically into 1-m layers. Two tributaries also were included in the model at the most upstream segment. Tributaries allow for the application of boundary conditions to the grid without affecting the geometry. One tributary was used to simulate the input from the Fayetteville wastewater-treatment plant discharge at the upstream segment and another to simulate the inflow from Richland Creek. A third tributary was used to simulate the inflow from Prairie Creek (fig. 1).

Daily reservoir inflows used in the model were obtained from streamflow-gaging station data on the three main inflows (White River, Richland Creek, and War Eagle Creek) and were estimated for the three smaller branches. The mean daily streamflow recorded for War Eagle Creek (site S3) was used to estimate the streamflow for the other three other branches based on their respective drainage areas. Streamflow gaging station data were used to simulate inflow from the Prairie Creek tributary from April 2001 to October 2001. Because the gaging station was discontinued, streamflow was estimated from October 2001 to April 2003.

The downstream boundary for the Beaver Lake model consists of the outflow from Beaver Lake dam. Hourly outflow data was produced by the USACE using stage-discharge relations and hourly power generation records for the period of April 2001 to April 2003 (John Kielczewski, U.S. Army Corps of Engineers, written commun., 2003). The release structure (penstock) was simulated as a point release, and the middle of the structure was at an elevation of 302.2 m above NGVD of 1929, model layer 45 (fig. 2).

Other hydraulic boundary conditions included water withdrawal by four public water-supply districts (Beaver Water District, Carroll-Boone County Water District, Madison County Water District, and Benton-Washington County Water District). Withdrawal rates for each water-supply district were variable by month and based on reported 2001 through 2003 monthly intakes (Terrance W. Holland, U.S. Geological Survey, written commun., 2004).

Hydraulic boundary conditions at the water surface included evaporation, wind stress, and surface heat exchange. Meteorological data required for these computations were measured at the Northwest Arkansas Regional Airport (fig. 1) (National Climatic Data Center, Asheville, North Carolina, written commun., 2004) and generally were recorded at hourly intervals.

Hourly inflow water temperatures were estimated from the meteorological data and from periodic measurements at the three main inflow sites (White River, Richland Creek, and War Eagle Creek). Water temperatures for the smaller tributaries were estimated only from the meteorological data.

Initial water-surface elevation, water temperature, and constituent concentrations for each model segment are required at the start of a model simulation. Initial water-surface elevations were set to the measured value on April 1, 2001. Beaver Lake was assumed to be in isothermal conditions throughout the entire reservoir and equal to 6 °C. Initial constituent concentrations also were assumed to be uniform, and concentrations measured at the five sampling sites on March 30, 2001, were used as the initial values.

Future Total Dissolved Solids Simulations – The original Beaver Lake CE-QUAL-W2, version 3.1 model has been updated to version 3.6. Boundary conditions and the new simulation time frame will be updated for the period January 1, 2006 through December 31, 2010. Initial conditions will be set for January 1, 2006. CL, SO_4 and TDS were not simulated in the original 2001 – 2003 model. The CL, SO_4 and TDS 'switches' will be tuned on in the model for the purposes of this study. CL, SO_4 and TDS (dried at 180 degrees F) concentrations are analyzed along with the other water-quality constituents from water-quality samples collected at the sites in Beaver Lake. Boundary and initial conditions will be prepared for the 2006-2010 time period to provide a base-line model. Simulated CL, SO_4 and TDS values will be compared against measured values at the various water-quality monitoring sites at the various depths in Beaver Lake for model validation and sensitivity. Time-series plots of simulated and measured values will be prepared to show similarities and differences.

Five CL, SO_4 and TDS discharge scenarios from the Fayetteville wastewater treatment plant, provided by the City of Fayetteville, will be run and results compared against base-line model results. Time-series plots of concentrations at specific points in Beaver Lake for the five different CL, SO_4 and TDS scenarios will be prepared to show similarities and differences in scenario runs. Color contour plots of CL, SO_4 and TDS concentrations from upstream to downstream, surface to bottom of Beaver Lake will show the fate and extent of CL, SO_4 and TDS concentrations over time throughout Beaver Lake. Results of the base-line model and five CL, SO_4 and TDS model simulations will be presented in a USGS Scientific Investigations Report (digital format (pdf), only), and made available to the City of Fayetteville and the public, in general.

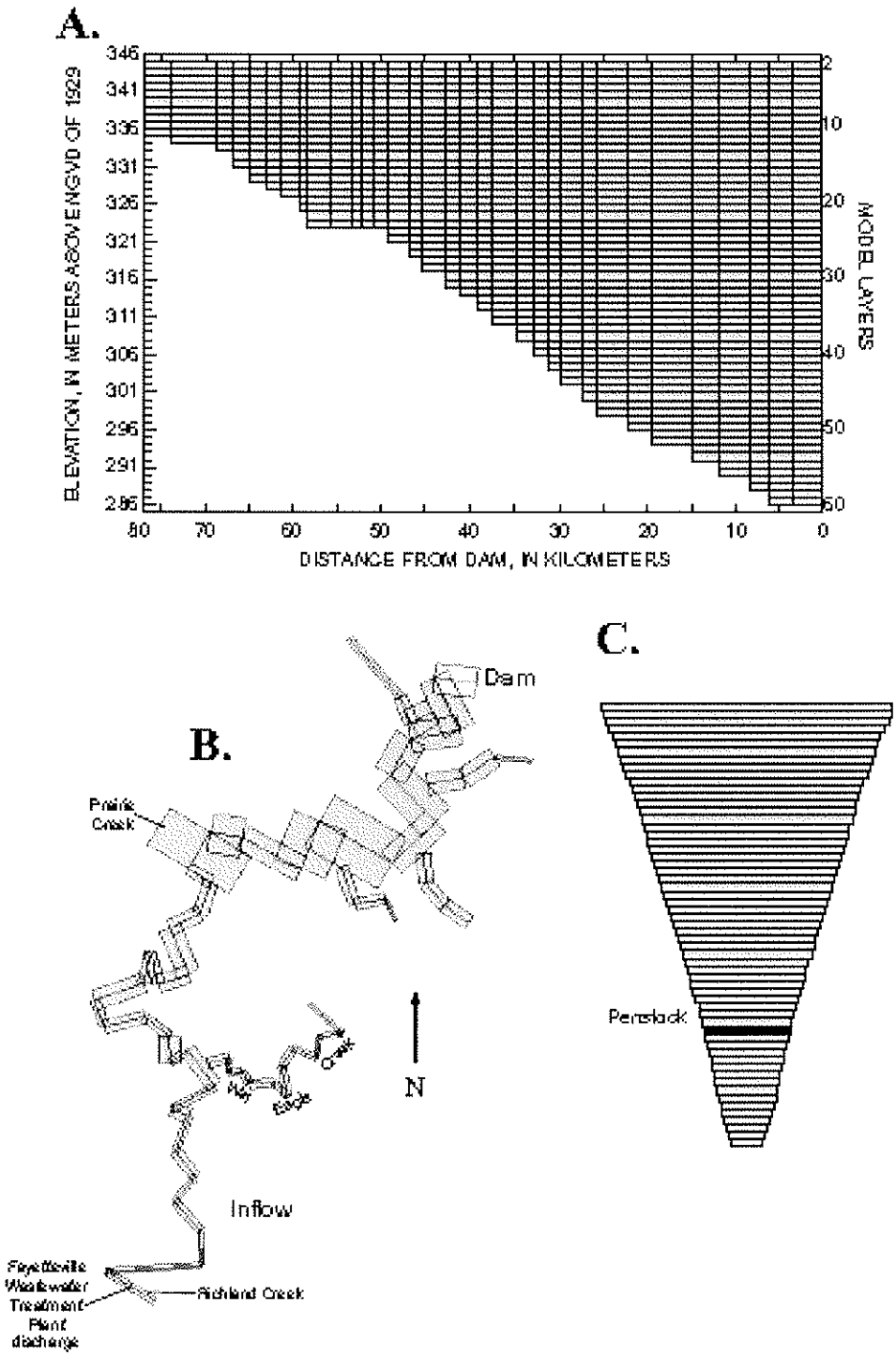


Figure 2. Side view (A), top view (B), and face view from the dam (C) of the computational grid of Beaver Lake used in the CE-QUAL-W2 model.

Funding

Project costs are based on the Federal fiscal year (October 1 through September 30) time frame. Modeling will start April 15. Report will be prepared, reviewed, and published as a digital Adobe PDF document by September 30.

Table 1. Summary of total project costs.

Task	Costs
Model Upgrade	$4,000
Scenario Runs	$4,000
Data Analysis (ambient conditions) and Report Preparation	$8,800
Report Publication	$2,800
Total	**$19,600**

References

Cole, T.M. and Wells, S.A., 2003, CEQUAL-W2: A two dimensional, laterally averaged, hydrodynamic and water quality model, version 3.1: U.S. Army Corps of Engineers Instruction Report EL-03-1, variously paginated.

Galloway, Joel M.; Green, W. Reed, 2006. Analysis of ambient conditions and simulation of hydrodynamics and water-quality characteristics in Beaver Lake, Arkansas, 2001 through 2003. Scientific Investigations Report 2006-5003, 64 p. [Link]

Galloway, Joel M.; Green, W. Reed, 2007. Application of a Two-Dimensional Reservoir Water-Quality Model of Beaver Lake, Arkansas, for the Evaluation of Simulated Changes in Input Water Quality, 2001-2003. Scientific Investigations Report 2006-5302, v, 31 p. [Link]

Haggard, B.E. and Green, W.R., 2002, Simulation of hydrodynamics, temperature, and dissolved oxygen in Beaver Lake, Arkansas, 1994-1995: U.S. Geological Survey Water-Resources Investigations Report 02-4116, 21 p. [Link]

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

05-Apr-11
City Council Meeting Date
Agenda Items Only

David Jurgens	Wastewater Treatment	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC (Mitchell Williams), ~~for~~ not to exceed $48,000, for legal actions relating to the White River Water Quality Standards Petition to the APCEC.

$ 48,000	$ 400,000	White Rvr NPDES UAA & APCEC
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5700.5314.00	$ 265,000	Wastewater Treatment
Account Number	Funds Used to Date	Program / Project Category Name
11014.1102	$ 135,000	Water/Sewer
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 17 MAR 11

City Attorney — Date: 3-17-11

Finance and Internal Services Director — Date: 3-18-2011

Chief of Staff — Date: 3-22-11

Mayor — Date: 3/22/11

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-17-11 A07:06 RCVD

Received in Mayor's Office ENTERED 3/17/11

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: March 16, 2011

Subject: Environmental Attorney Contract, Mitchell, Williams, Selig, Gates & Woodyard, PLLC, not to exceed $48,000, for White River Water Quality Standards Petition to Arkansas Pollution Control and Ecology Commission (APCEC)

RECOMMENDATION

City Administration recommends approving a contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC (Mitchell Williams), not to exceed $48,000, for legal actions relating to the White River Water Quality Standards Petition to the APCEC.

BACKGROUND

ADEQ has informed the City that the Noland WWTF National Pollutant Discharge Elimination System (NPDES) permit, currently being developed by ADEQ and scheduled for issuance in May, 2011, will contain limits on total dissolved solids (TDS), and minerals, specifically chloride (Cl^-), and sulfate ($SO_4^=$), unless other actions are taken. The segment of the White River where the Noland plant discharges is on the 303(d) impaired streams list for turbidity, TDS, Cl^-, and $SO_4^=$. Concentrations measured in the White River exceeded the current site specific water quality standards (WQS) of: Cl^- -20 mg/l; $SO_4^=$ -20 mg/l; and TDS -160mg/l. The least cost and most common solution, recommended by ADEQ and recently successfully completed by Jonesboro, is to make a third party petition to the APCEC requesting an amendment to Regulation 2 modifying the site specific water quality standards. It involves performing a Use Attainability Analysis (UAA), a physical study of the river.

DISCUSSION

The City published Request for Qualifications 11-04 for environmental legal services on February 13, 2011, with a March 4 deadline. One submission was received from Mitchell, Williams, Selig, Gates & Woodyard, PLLC. The selection committee, consisting of Alderman Adella Gray, City Attorney Kit Williams, and three staff members, determined Mitchell Williams was qualified to perform the work and authorized staff to begin negotiations. The attached contract resulted. Mitchell Williams has successfully petitioned the APCEC for water quality standards changes several times in recent years, and in 2010 successfully represented Jonesboro in this exact process.

Under this contract, Mitchell Williams will execute actions involved in the preparation and presentation of a third party petition to the APCEC, provide advice and guidance on what actions the City and its consultants need to take to successfully receive APCEC approval, assist in obtaining relevant USEPA approvals, and represent the City's interests in any related appeals. Mitchell Williams may also be asked to advise, coordinate, and conduct actions with ADEQ to extend the current NPDES wastewater treatment permit as we complete the process of petitioning the APCEC. The contract is for actual costs incurred, not to exceed $48,000.

BUDGET IMPACT

Funds are available within the project budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE MAXIMUM AMOUNT OF $48,000.00 FOR THE PROVISION OF LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION

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 Mitchell, Williams, Selig, Gates & Woodyard, PLLC, a copy of which is attached as Exhibit "A", in the maximum amount of $48,000.00 for the provision of legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED: ATTEST:

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

AGREEMENT FOR ENVIRONMENTAL LEGAL SERVICES

This professional contract for legal services is executed this ____ day of _____, 2011, between the City of Fayetteville, Arkansas, and Mitchell, Williams, Selig, Gates & Woodyard, PLLC. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for a PROVIDER FOR ENVIRONMENTAL LEGAL SERVICES; and

WHEREAS, City, after soliciting statements of qualification for such services pursuant to City of Fayetteville RFQ 11-04 (herein after referred to as Request for Qualification, or RFQ), City has awarded this contract to Mitchell, Williams, Selig, Gates & Woodyard, PLLC; and

WHEREAS, Mitchell, Williams, Selig, Gates & Woodyard, PLLC has represented that the law firm is able to satisfactorily provide these services according to the terms and conditions of the RFQ, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed: Mitchell, Williams, Selig, Gates & Woodyard, PLLC hereby agrees to provide the City with legal representation for the services, as requested and more specifically outlined in the RFQ, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement. The specific scope of work is to execute actions involved in the preparation and presentation of a third party petition to be presented to the Arkansas Pollution Control and Ecology Commission (APCEC) to modify site specific water quality criteria, to provide advice and guidance on what actions the City and its consultants need to take to successfully accomplish the task of receiving APCEC approval to the petition, to assist in obtaining relevant approvals from USEPA, and to represent the City's interests in any appeal relevant to this matter. The technical basis for the request will be established through a Use Attainability Analysis (UAA) to be executed by a separate consultant. Mitchell, Williams, Selig, Gates & Woodyard, PLLC may also be asked to advise, coordinate, and conduct actions with the Arkansas Department of Environmental Quality (ADEQ) to extend an existing National Pollutant Discharge and Elimination System (NPDES) wastewater treatment permit as required to complete the process of petitioning the APCEC.

2. Time of Service: Services must be performed in a timely manner.

3. Term of Agreement: This agreement is in place for the time required for the APCEC to render a decision regarding the petition, plus any time as may be required for related appeals and USEPA questions and actions, if any may be normally expected.

EXHIBIT
A

4. Amendment of Contract: This Contract may be amended only by mutual agreement of the parties.

5. Assignment and Subcontracting: Mitchell, Williams, Selig, Gates & Woodyard, PLLC shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, Mitchell, Williams, Selig, Gates & Woodyard, PLLC shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

6. Cancellation: Both Mitchell, Williams, Selig, Gates & Woodyard, PLLC and City of Fayetteville reserve the right to cancel this Contract, without cause, by giving thirty (30) days notice to the other party of the intent to cancel. The City may cancel this contract immediately if it has just cause.

Failure of Mitchell, Williams, Selig, Gates & Woodyard, PLLC to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be just cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any legal services which have not, will not, or cannot be provided within the period of time required by the needs of the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Mitchell, Williams, Selig, Gates & Woodyard, PLLC of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

7. Compensation: As compensation for Mitchell, Williams, Selig, Gates & Woodyard, PLLC providing services to the City as described herein, the City shall pay Mitchell, Williams, Selig, Gates & Woodyard, PLLC based on the submission of invoices for work completed and properly authorized. Compensation for these services will not exceed $48,000, and will be based on the hours worked times the billing rates shown on the attached **Fee Schedule**, plus reimbursable expenses.

8. Permits & Licenses: Mitchell, Williams, Selig, Gates & Woodyard, PLLC shall secure and maintain any and all permits and licenses required to complete this contract.

9. Governing Law & Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

10. Severability: The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such

determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

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.

12. Freedom of Information Act: 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, Mitchell, Williams, Selig, Gates & Woodyard, PLLC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

13. Documents Comprising Contract: The contract shall include this Agreement for a PROVIDER FOR ENVIRONMENTAL LEGAL SERVICES, as well as the following documents, which are incorporated herein by reference.

a. City of Fayetteville's Request for Qualification RFQ 11-04 and all of its addenda and attachments issued on or about February 13, 2011;

b. Mitchell, Williams, Selig, Gates & Woodyard, PLLC's Letter of Insurance as required;

c. Mitchell, Williams, Selig, Gates & Woodyard, PLLC's Statement of Qualification.

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS_____DAY OF _____, 2011.

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC

BY Marcella J. Taylor, Member

Attest:

Charlotte Edwards

Charlotte Edwards

CITY OF FAYETTEVILLE, FAYETTEVILLE, ARKANSAS

_____

LIONELD JORDAN, Mayor

Attest:

_____

Sondra Smith, City Clerk

Mitchell, Williams, Selig, Gates & Woodyard, PLLC
425 West Capitol Avenue, Suite 1800
Little Rock, AR 72201

Fee Schedule
For
City of Fayetteville Contract for RFQ 11-04

Allan Gates.....$300/hour
Marcella Taylor.....$250/hour
Kay Van Etten.....$150/hour

ALAS
ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP

March 16, 2011

City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Attn: Mr. David Jurgens, PE, Utilities Department Director

CONFIRMATION OF INSURANCE

We hereby confirm that Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. has Professional Liability Coverage under Policy ALA#1837 with an annual limit of $20,000,000 per claim and $40,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is $250,000 each claim up to an aggregate of $500,000 and $100,000 each claim thereafter.

The Policy effective date is from January 1, 2011 to January 1, 2012.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.
A RISK RETENTION GROUP

By: Nancy J. Montroy Date: 3/16/2011
Nancy J. Montroy
Vice President – Director of Underwriting

311 South Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312-697-6900 fax 312-697-6901 Web site alas.com

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/5/2011
City Council Meeting Date
Agenda Items Only

Sondra Smith	City Clerk	City Clerk
Submitted By	**Division**	**Department**

Action Required:

Appoint John Russell Meeks to the Fayetteville Municipal Property Owners' Improvement District No. 12- Belclaire.

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** ☐

Lisa Branson — 3/18/11
Department Director — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

3-21-2011
City Attorney — Date

Paul A. Becker — 3-21-2011
Finance and Internal Services Director — Date

Received in City Clerk's Office 03-18-11P01:56 RCVD
Kim G.

3-21-11
Chief of Staff — Date

Received in Mayor's Office ENTERED 3/21/11

Lionel Jordan — 3/22/11
Mayor — Date

Comments:

JAMES N. McCORD
Attorney at Law
The Fulbright Building
217 E. DICKSON STREET
SUITE #102
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE (479) 695-1134
FACSIMLE (479) 442-1490
jimmccordlaw@windstream.net

March 14, 2011

Hon. Lioneld Jordan, Mayor
City Administration Building
113 W. Mountain
Fayetteville, AR 72701

VIA HAND DELIVERY

Re: City Council Resolution to Appoint Successor for Vacancy on Board of Commissioners of Fayetteville Municipal Property Owners' Improvement District No. 12- Belclaire

Dear Mayor Jordan:

I am District Counsel for Fayetteville Municipal Property Owners' Improvement District No. 12- Belclaire (the "District"). There are two vacancies on the Board of Commissioners for the District. Ark. Code Ann. Sec. 14-94-107(a)(2)(A) provides that in case of a vacancy on the board of commissioners after all the improvements in the district have been completed, the governing body of the municipality shall select the successor. The infrastructure improvements for Belclaire subdivision, which comprises the District, were completed several months ago, and the final plat was recorded.

Enclosed for consideration by the Fayetteville City Council is a resolution which would appoint John Russell Meeks as a successor commissioner.. I respectfully request you to place this resolution on the agenda for a City Council meeting as soon as possible. John Russell Meeks qualifies by statute to serve as a commissioner, and he as agreed to serve.

Thank you very much for your assistance. Should there be any questions, please contact me.

Sincerely,

James N. McCord

James N. McCord

pc: Kit Williams, City Attorney (via hand delivery)
Sondra Smith, City Clerk (via hand delivery)
John Russell Meeks (via e-mail)

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

April 5, 2011
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

Staff requests approval of an amendment to Res. 210-10 to authorize an approximate 10% project contingency in the amount of $8,000.00 to the Fire Department generator upgrade project originally approved on December 7, 2010.

Cost of this request	Category / Project Budget	Program Category / Project Name
	18,641.00	Fire Impact Fee Improvements
	36,314.00	Fire Facility Maintenance
$8,000.00	$ 56,822.00	Fire Station #1 Generator

Account Number	Funds Used to Date	Program / Project Category Name
2300.9300.5801.04	16,641.00	Fire Improvements
4470.9470.5801.00	5,039.00	Fire Improvements
4470.9470.5801.00	$ 56,822.00	Fire Improvements

Project Number	Remaining Balance	Fund Name
07003 / 1001	2,000.00	Impact Fee
02006 / 1	31,275.00	Sales Tax Capital Improvements
10019 / 1	-	Sales Tax Capital Improvements

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

Department Director — Date

City Attorney — Date 3-16-11

Finance and Internal Services Director — Date 3-16-2011

Chief of Staff — Date 3-17-11

Mayor — Date 3/18/11

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-15-11P03:10 RCVD

Received in Mayor's Office ENTERED BRP 3/16/11

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan & City Council

From: David Dayringer, Fire Chief
ICD

Date: April 5, 2011

Subject: Staff requests approval of an amendment to Res. 210-10 to authorize an approximate 10% project contingency in the amount of $8,000.00 to the Fire Department generator upgrade project originally approved on December 7, 2010.

PROPOSAL:

Res. 210-10 awarded Bid #10-66 and authorized 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.

Language authorizing an approximate 10% project contingency, in the amount of $8,000.00, was omitted from Res. 210-10, but was included in the original request submitted by Fire Department staff.

RECOMMENDATION:

Staff recommends amending Res. 210-10 to add the approval of an approximate 10% project contingency in the amount of $8,000.00 to the Fire Department generator upgrade project originally approved on December 7, 2010.

BUDGET IMPACT:

Upon approval of Res. 210-10, a project budget was established which will adequately fund both the original contract amount and the requested project contingency, if necessary. These funds are budgeted in the Sales Tax Capital Improvement Fund and the Fire Impact Fee Fund.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 210-10 TO APPROVE A PROJECT CONTINGENCY OF $8,000.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Resolution 210-10 to approve a project contingency of $8,000.00.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

RESOLUTION NO. 210-10

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:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

12/7/2010
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**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.

Cost of this request	Category / Project Budget	Program Category / Project Name
	18,641.00	Fire Impact Fee Improvements
	25,000.00	Fire Facility Maintenance
$86,502.00	$ 60,000.00	Fire Station #1 Generator

Account Number	Funds Used to Date	Program / Project Category 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

Project Number	Remaining Balance	Fund Name
07003 / 1001		Impact Fee
02006 / 1		Sales Tax Capital Improvements
10019 / 1	89,214.08	Sales Tax Capital Improvements

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

Department Director — Date 11-19-10

City Attorney — Date 11-19-10

Finance and Internal Services Director — Date 11-19-2010

Chief of Staff — Date 11-19-10

Mayor — Date 11/29/10

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

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

Received in Mayor's Office ENTERED 11/19/10

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan & City Council

From: David Dayringer, Fire Chief

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:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

EXHIBIT
A

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

This contract executed this 7th day of December, 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 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 7th **DAY OF** December**, 2010.**

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:
Sondra Smith, City Clerk

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Heckathorn Construction Co., Inc.
CONTRACTOR

BY , President
NAME AND TITLE
Don L. Heckathorn

ATTEST: COMPANY SECRETARY
Janet S. Heckathorn, Secretary
1880 North Birch Avenue; Fayetteville, AR 72703
BUSINESS ADDRESS

Fayetteville ARKANSAS

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.

[X] 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.

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

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

[X] 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

Fayetteville
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

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

Fayetteville ARKANSAS

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) $ 78,502 00

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, Secretary 10-28-10

** 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.

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.

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

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

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 Crawlspaces: 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 Crawlspaces: 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

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

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

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, lmsec 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
Generatorvoltages, 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 if 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

_____
CONTRACTOR
BY_____
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
Waterproofer	$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.

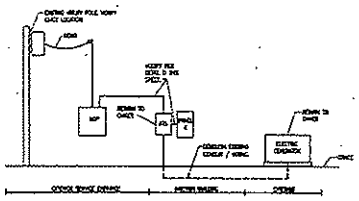
STATEMENT OF INTENT TO PAY PREVAILING WAGES

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

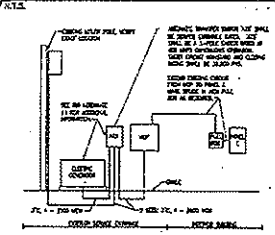
This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 10-043** for work performed on the 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				

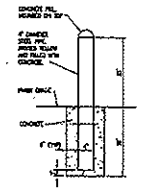
THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE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



C EXISTING ELECTRICAL RISER DIAGRAM
N.T.S.



D NEW ELECTRICAL RISER DIAGRAM
N.T.S.



E BOLLARD DETAIL
N.T.S.

KEYED ELECTRICAL NOTES

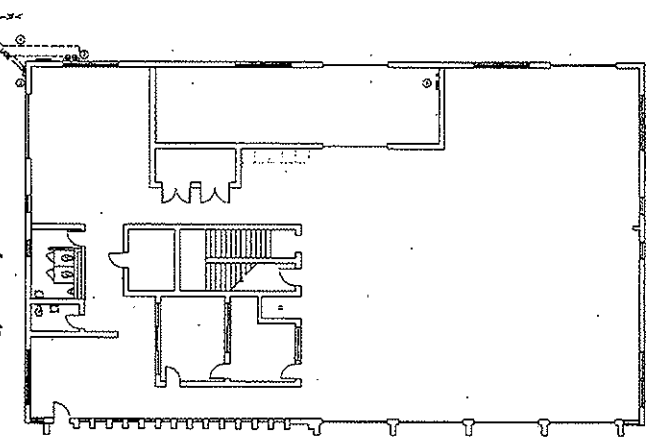
1. NEW EMERGENCY GENERATOR PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR. EMERGENCY GENERATOR RATED 35 KEOWATT (STD). GENERATOR OPERATING RATED AT 1400 RPM AT 120/208 VOLT, 3 PHASE POWER, 300 AMPS, 200 AMP CIRCUIT BREAKER, 1125 GAL NATURAL GAS CONSUMPTION AT 1/2 LOAD LOAD.
2. PROVIDE CONCRETE BASE (36" X 14.5") 4" HIGHER THAN LEVEL FOR NEW EMERGENCY GENERATOR. GENERATOR SIZE IS 27" X 1.167". CONCRETE PAD, HAVE THE FOLLOWING REFERENCE SIZE 36" X 14.5" OR EQUAL AND BE-AVAILABLE REFERENCE.
3. LOW VOLTAGE FOR EMERGENCY GENERATOR IS 480A 3P CIRCUITS. ATS PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR.
4. ONE 2000 FROM EXISTING CONCRETE PARKING LOT TO ACCOMMODATE NEW EQUIPMENT PAD. UNDERGROUND ELECTRICAL CONDUIT, AND NEW TRANSFORMER PAD FRAME FROM MORE CONCRETE. CONCRETE PAD CUT AS CONCRETE WORK REQUIRED.
5. PROVIDE A PANEL 200 AT EMERGENCY AND LOCATION AND STATED EXISTING CIRCUIT 200A PANEL ICP TO PANEL "E".
6. PROVIDE NEW 1" CONDUCTOR PROTECTED BOLLARDS AT WAREHOUSE & MAINTENANCE GENERATOR AS NEW EMERGENCY GENERATOR PAD (2 TOTAL). TAKE CONCRETE BOLLARDS YELLOW COLOR AS "INTERIOR YELLOWING, WHITE CHANGE" PAINT. SUBMIT YELLOW COLORS TO OWNER FOR APPROVED BEFORE SURVEYED PROCESS.
7. REPLACE 2" GAS PIPING FROM MORE LOCATION TO NEW GENERATOR. PIPING MAINTENANCE TO NEW GENERATOR.
8. EXTENDING, PLUMBING AND SERVICE OF NEW GENERATOR AND ATS SHALL BE BY ELECTRICAL CONTRACTOR.

BID ALTERNATE #1

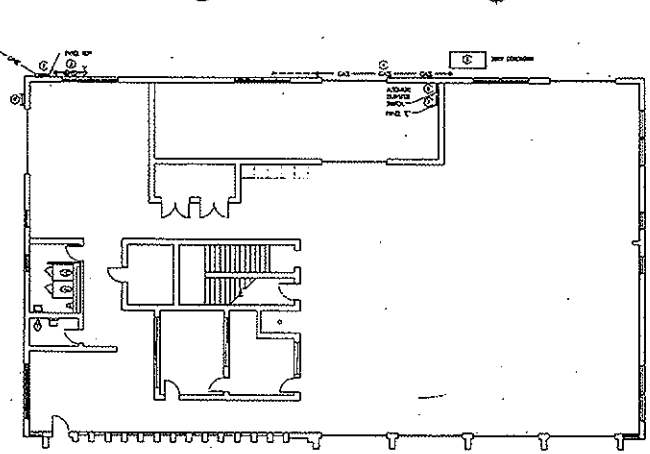
1. PROVIDE ALTERNATE PRICE TO ADDING EMERGENCY GENERATOR AND ASSOCIATED ATS FROM EXISTING PAD. ADDED ATS ALTERNATE THE CITY OF FAYETTEVILLE WILL PROVIDE THE EMERGENCY GENERATOR AND ATS.

KEYED ELECTRICAL DEMOLITION NOTES

1. EXISTING UTILITY POLE AND POLE MOUNT TRANSFORMER TO REMAIN. CONTRACTOR NOTIFY TO ADDING EXISTING OVERHEAD SERVICE TO FIRE STATION AND REPLACE WITH NEW UNDERGROUND SERVICE FROM UTILITY POLE TO NEW EMERGENCY GENERATOR SWITCH GEAR. SEE SERVICE DIAGRAM ON THE SHEET FOR SERVICE INFORMATION.
2. EXISTING WATER CONNECTION PROCEEDING TANKS, NOT TO REMAIN. REMOVE EXISTING SERVICE NOT PIPED FROM NEW ATS. SEE PLAN & THE WATER FOR MORE DETAIL.
3. EXISTING GAS SERVICE TO REMAIN. VERIFY AS NECESSARY TO REMOVE NEW EMERGENCY GENERATOR SHOWN ON PLAN & THE SHEET. CAP PORTION OF GAS PIPING REMAINS DISCONNECTED.
4. REMOVE ALL ABOVE GROUND GAS PIPING REMAINS EXISTING EMERGENCY TO BE REMOVED. ALL UNDERGROUND GAS PIPING TO EXISTING EMERGENCY MAY BE ABANDONED.
5. EXISTING 30 KW EMERGENCY GENERATOR TO BE REMOVED. REMAIN TO OWNER FOR RELOCATION TO FIRE STATION #3.
6. EXISTING ATS TO BE REMOVED. PROVIDE A PANEL 200 AT THE LOCATION AND CIRCUIT EXISTING CIRCUIT FROM PANEL ICP TO EXISTING PANEL "E".
7. VERIFY EXISTING CIRCUITS FROM PANEL ICP TO PANEL "E" TO ACCOUNT FOR REMOVAL OF ATS.
8. REMOVE EXISTING LIGHTS FROM SECOND FLOOR SERVICE DESK. PROVIDE NEW CIRCUIT TO COVER OPENING AT LIGHTING FIXTURE. NEW CIRCUIT TO MATCH EXISTING. FIELD PRINT EXACT CONDITIONS PRIOR TO INSTALLATION.
9. REMOVE EXISTING FIXTURES AT THIS LOCATION FOR NEW CONCRETE AND TO SUPPORT NEW FIXTURES.



B FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"



A FIRST FLOOR ELECTRICAL DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

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

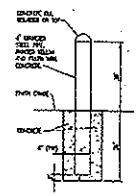
Engineering Elements
2800 E. Mountain Drive, Suite 2
Fayetteville, AR 72703
Phone: 479-443-0133
Fax: 479-521-2982
MECHANICAL
ELECTRICAL
PLUMBING
FIRE PROTECTION
DESIGN CONSULTANTS

FIRE STATION #1 ELECTRICAL PLAN

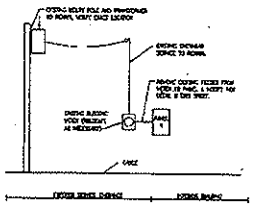
REVISIONS:
1.
2.
3.

PROJECT: 10-042
DRAWN BY:
DATE: 10-13-2010

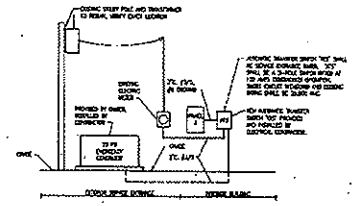
E1



B BOLLARD DETAIL
N.T.S.

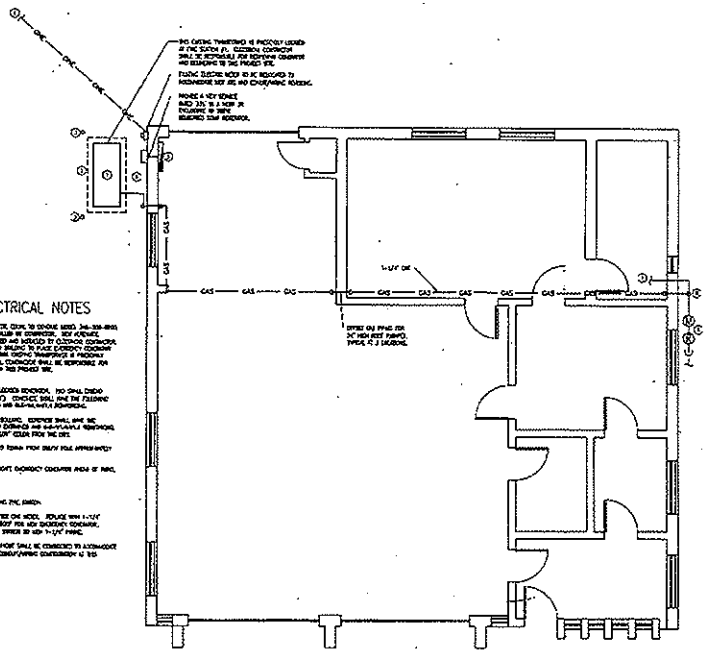


C EXISTING ELECTRICAL RISER DIAGRAM
N.T.S.



D NEW ELECTRICAL RISER DIAGRAM
N.T.S.

KEYED ELECTRICAL NOTES



A FIRE STATION #2 ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

FIRE STATION #2
GENERATOR PROJECT
700 GARLAND AVE.
FAYETTEVILLE, ARKANSAS 72701

Engineering Elements
3625 E. Millennium Drive, Suite 2
Fayetteville, AR 72703
Phone: 479-582-1333
Fax: 479-582-1332
MECHANICAL
ELECTRICAL
FIRE PROTECTION
CODE CONSULTANTS

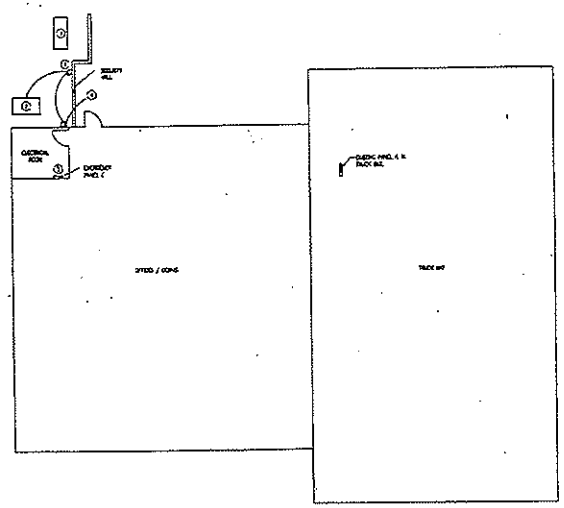
FIRE STATION #2 ELECTRICAL PLAN

REVISIONS:
1
2
3

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

E2

KEYED ELECTRICAL NOTES



A FIRE STATION #5 ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"

FIRE STATION #5
GENERATOR PROJECT
INTERSECTION OF
OLD WIRE RD / N. CROSSOVER RD.
FAYETTEVILLE, ARKANSAS 72701

Engineering Elements
3610 N. University Drive, Suite 3
Fayetteville, AR 72703
Phone: 479-443-1133
Fax: 479-521-9488
MECHANICAL
ELECTRICAL
FIRE PROTECTION
ENERGY CONSULTANTS

FIRE STATION #5 ELECTRICAL PLAN

REVISIONS:
1
2
3

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

E3

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)
Principal
Don L. Heckathorn, President
Don L. Heckathorn — Title

Pamela K. Hays
Witness

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
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:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **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, Assistant Secretary

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.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

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, 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,

Fayetteville
ARKANSAS

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 — P. VICE, PURCH MGR

J Fover — WITNESS

10/29/10 — DATE

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/2011
City Council Meeting Date
Agenda Items Only

Greg Tabor	Police	Police
Submitted By	**Division**	**Department**

Action Required:

Council approve a policy revisions for the Fayetteville Police Department. Polices affected are Temporary Light Duty, 16.2.3; Bicycle Patrol, 41.1.4; Grooming and Uniform Requirements, 41.3.5 and Office of Professional Standards, 52.1.1.

$0	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 3-23-11

City Attorney — Date: 3-23-11

Finance and Internal Services Director — Date: 3-23-2011

Chief of Staff — Date: 3-23-11

Mayor — Date: 3/23/11

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-02-11P01:40 RCVD
Kim J.

Received in Mayor's Office ENTERED 3/23/11

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

To: Mayor Lioneld Jordan and City Council

From: Greg Tabor, Chief of Police

Date: March 1, 2011

Re: Policy Revision

Recommendation:
Staff seeks approval of revised policies.

Background:
The Fayetteville Police Department is currently undergoing policy review/revision in order to comply with accreditation standards.

Discussion:
Policies amended to comply with accreditation standards:
16.2.3: Temporary Light Duty
41.1.4: Bicycle Patrol
41.3.5: Grooming and Uniform Requirements
52.1.1: Office of Professional Standards

Budget Impact:
None

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO FAYETTEVILLE POLICE DEPARTMENT POLICIES 16.2.3 TEMPORARY LIGHT DUTY, 41.1.4 BICYCLE PATROL, 41.3.5 GROOMING AND UNIFORM REQUIREMENTS, AND 52.1.1 OFFICE OF PROFESSIONAL STANDARDS

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 amendments to Fayetteville Police Department policies 16.2.3 Temporary Light Duty, 41.1.4 Bicycle Patrol, 41.3.5 Grooming and Uniform Requirements, and 52.1.1 Office of Professional Standards. A copy of the amended policies, marked as Exhibit "A", is attached hereto and made a part hereof.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED: ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

POLICIES, PROCEDURES, AND RULES

Subject: 16.2.3 Temporary Light Duty	**Effective Date:**
Reference:	Version: 1
CALEA: 16.2.3	No. Pages: 4

I. PURPOSE

It is the purpose of this policy to establish the authority for temporary light-duty assignments and procedures for granting temporary light duty to eligible officers and civilian personnel within this agency. [CALEA 16.2.3]

II. POLICY

Temporary light-duty assignments, when already in existence within the Police Department, are for officers and other eligible personnel. For medical issues that are work related, if the Police Department does not have light duty assignments available, the City's Human Resources Department will act as a clearinghouse in locating a temporary light duty assignment elsewhere in the City where the Police Department employee will receive his/her normal pay from the Police Department while performing light duty in another City Department/Division. For medical issues that are not work related, if the Police Department does not have light duty assignments available, the employee will be off work and may utilize his/her accrued leave banks as needed.

Deleted: available

Deleted: in this agency who, because of injury, illness or disability,

Deleted: are temporarily unable to perform their regular assignments but who are capable of performing alternative duty assignments.

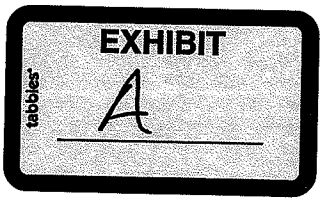
Use of temporary light duty can provide employees with an opportunity to remain productive while convalescing as well as provide a work option for employees who may otherwise risk their health and the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of this agency that eligible personnel are given a reasonable opportunity to work in temporary light-duty assignments where available and consistent with this policy.

III. DEFINITIONS

Eligible Personnel: For the purposes of this policy, any sworn or civilian member of this department suffering from medically certified illness, injury or disability requiring treatment of a licensed health-care provider and who, because of medical issues is temporarily unable to perform the regular assignment but is capable of performing alternative assignments.

Deleted: injury, illness or disability,

Family and Medical Leave Act (FMLA): Federal law providing for up to 12 weeks of unpaid annual leave for workers. FMLA is used concurrently, not in addition to paid leave provided by this agency, - due to illness, injury or certain other family conditions/situations.



IV. PROCEDURES

A. General Provisions

1. Temporary light-duty positions are limited in number and variety. Assignments may be changed at any time.

2. This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, American with Disabilities Act, or other federal or state law.

3. Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.

4. No specific position within this agency shall be established for use as a temporary light-duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light duty.

5. Light-duty assignments are strictly temporary and normally should not exceed six months in duration. After six months, personnel on temporary light duty who are not capable of returning to their original duty assignment shall:

   a. Present a request for extension of temporary light duty, with supporting documentation, to the Chief of Police or his designate.
   b. Light duty assignments will not continue past the time the employee reaches a level of maximum medical improvement. At that time, the employee should pursue other options as provided by employment provisions of this agency or federal or state law.

6. Officers on temporary light duty are prohibited from engaging in outside employment in which they may reasonably be expected to perform law enforcement functions for which they have been determined physically or mentally unable to perform on behalf of this department and that form the basis for their temporary light-duty assignment.

7. Depending upon the nature and extent of the disability, an officer on temporary light duty shall be prohibited or restricted from wearing the department uniform, carrying the service weapon or otherwise limited in employing police powers as determined by the Chief of Police so long as such limitation is consistent with the provisions of IV-B and IV-C of the policy.

8. Light-duty assignments shall not be made for disciplinary purposes.

9. If an employee refuses a temporary light-duty assignment that is supported by and consistent with the recommendations of an attending physician or certified health-care provider, the employee may (by operation of law) be denied workers compensation disability payments for work related medical issues, and in any event will be sent home and will normally need to utilize his/her accrued leave benefits in order to continue being paid .

Comment: Deleted language: upon the approval of the treating physician, if deemed in the best interest of the employee or agency

Deleted: <#>Personnel injured or otherwise disabled in the line of duty shall be given preference in initial assignment to light duty; and¶ <#>Assignments may be changed at any time.¶

Deleted: In the event of a conflict between this policy and the law, the law shall control.¶

Deleted: continue past the time the employee reaches a level of maximum medical improvement The City does not create or assign permanent light duty assignments for individuals.

Inserted: continue past the time the employee reaches a level of maximum medical improvement

Inserted: The City does not create or assign permanent light duty assignments for individuals.

Comment: Amended from "may be prohibited"

Deleted: Officers may not

Deleted: s

Deleted: are

B. Temporary Light-Duty Assignments

1. Temporary light-duty assignments may be drawn from a range of technical and administrative areas that include but are not limited to the following:

   a. Administrative functions
   b. Clerical Functions
   c. Desk Assignments
   d. Report Taking
   e. Communications
   f. Property/Evidence

2. In addition to other considerations included in this policy, decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of light-duty assignments; and the physical limitations imposed on the officer.

3. Every effort shall be made to assign officers to positions consistent with their rank and pay classifications. However, where deemed appropriate, personnel may be assigned to positions designated for personnel of lower rank or pay classification. Officers thus assigned shall:

   a. Retain the privileges of their rank but shall answer to the supervisory officer of the unit to which they are assigned with regard to work responsibilities and performances; and
   b. Retain the pay classification and related benefits of the position held prior to their assignment to temporary light duty.

C. Requests for and Assignment to Temporary Light Duty

1. Requests for temporary light-duty assignments shall be submitted to the employee's immediate supervisor. Requests must be accompanied by a statement of medical certification to support either by the treating physician or other licensed health-care provider. The certificate must include an assessment of the nature and probable duration of the disability and any restrictions. Such medical documents should be then forwarded by the department to Human Resources for filing in the employee's secure medical file.

2. The request for temporary light duty and a copy of the physician's statement shall be forwarded through the chain of command to the Chief of Police

   a. Subject to applicable laws pertaining to workers compensation, HIPAA, and the Family and Medical Leave Act, this department may require the employee to submit to an independent medical examination by a health provider.

3. All employees with work related medical issues should be assessed for potential light duty assignments. Any employee who has not requested temporary light duty may be recommended for such assignment by submission of a request from the employee's

Deleted: IV-A-1 of

Comment: Deleted language: and an acknowledgement by the health care provider of familiarity with the light duty assignment and the fact the employee can physically assume the duties involved.

Deleted: supervisor

Comment: Deleted language: to the department's personnel authority, who shall make a recommendation to the Chief of Police

Deleted: of the department's choosing. In the event the opinion of this second health provider differs from the foregoing health provider, the employee may request a third opinion at the employer's expense.¶
The employee and representatives of this department shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision.

immediate supervisor. Such a request must be accompanied by an evaluation of the employee conducted by a competent medical authority expressing the need for temporary light duty or by a request/order for a medical or psychological fitness-for-duty examination. Notice shall be provided to the employee of the proposed temporary light-duty assignment together with justification for the recommendation.

4. As a condition of continued assignment to temporary light duty, officers shall be required to submit physical assessments of their condition as specified by a competent medical authority.

Comment: Deleted language: monthly

D. Pregnant Officers

1. Pregnant officers are eligible for temporary light-duty assignments as available and as appropriate to their physical capabilities and well-being.

2. Where appropriate temporary light-duty assignments are unavailable, pregnant officers may pursue other forms of medical, disability or family leave (FMLA) as provided by this agency, by the City's offered insurance benefits, and state or federal law.

3. Pregnant officers shall submit physician's medical certificates that document:

   a. The officer's physical ability to perform the present assigned duties,
   b. The physician's appraisal that the type of work being performed will not injure the officer or her expected child, and
   c. Any recommended duty restrictions or modifications including temporary light duty.

4. Pregnant officers shall be permitted to continue working on regular duty or temporary light-duty assignments as long as they present physician certificates or until such time as a physician recommends that work be curtailed.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 41.1.4 Bicycle Patrol	**Effective Date:**
Reference:	Version: 1
CALEA: 41.1.3 a, b, c, d	No. Pages: 3

I. PURPOSE

The purpose of this directive is to state policies relating to the organization, administration and operations of the bike patrol component of the Fayetteville Police Department.

II. DISCUSSION

The Fayetteville Police Department shall implement and staff a bicycle patrol unit. This is a special method of patrol and members will provide first-line police services in the areas to which they are assigned. These areas will be dictated by the Chief of Police. The bicycle patrol unit is to serve as an effective proactive force in crime prevention, crime detection and enforcement.

Comment: Deleted language: Bike officers are governed by all policies set forth in section II, number 41.1.1 of this manual.

1. Officer Assignment - Officers assigned to the bike patrol should meet the following minimum requirements [CALEA 41.1.3 b]:

    a. The number of full-time/part-time officers assigned to the bike patrol will be determined by the Chief of Police or his designee.
    b. Officers must successfully complete the department's prescribed training course for police mountain bike patrol.
    c. Officers must be in good physical condition to undergo the rigors of long term bicycle riding.
    d. Officers must present a professional image and be capable of interacting with the public in a positive and friendly manner.

Comment: Deleted bullet: Officers must be willing to ride in inclimate weather and fill shift vacancies at the direction of the supervisor. Merged it into bullet C below

2. Duties and Responsibilities - Officers assigned to the bike patrol share the same duties and responsibilities as all other officers assigned to the patrol division and additionally:

    a. Perform patrol duties in designated target areas as determined by the Chief of Police or his designee.
    b. For officer safety reasons, it is preferred that officers patrol in two person teams.
    c. Bike patrol officers will ride in all acceptable weather Officers must be willing to ride in inclement weather and fill shift vacancies at the direction of the supervisor. In inclement weather the bike patrol or on-duty patrol supervisor will determine whether or not to terminate the bike patrol function for that period.

d. Officers will never operate a police department bike without the required safety equipment. (See maintenance and equipment section)
e. Officers will not expose the bikes to unreasonable hazards or abuse, except in situations that pose a threat to the safety of any person.
f. Officers will inspect their bikes at the beginning of each shift to ensure that the bike is functioning properly and all safety equipment is in good working order.
g. The police mountain bike is not a legal emergency vehicle by state standards. When being ridden in an emergency situation, officers must exercise extreme caution at all times.
h. Officers will not use the bike as a weapon beyond their scope of training, unless faced with a deadly force situation. (See section 1.3.1)

3. Uniforms and Equipment - Officers assigned to the Fayetteville Police Department Bike Patrol are only authorized to wear uniforms and equipment approved by the Chief of Police. These items include, but are not limited to [CALEA 41.1.3 d] :

a. Uniforms and special equipment will be issued by the quartermaster.
b. Only departmental approved helmets meeting ANSI, ASTM, or SNELL safety guidelines will be worn by any on-duty bike officers.
c. Officers will ensure that all equipment and tools are returned to their proper location at the end of their shift.
d. Officers are prohibited from operating a police department bike unless they are wearing departmentally approved eye wear, gloves and a properly fitted helmet.

Comment: Deleted uniform specs and added them to the uniform regulations manual

4. Maintenance -Bike patrol officers are required to take an active role in the maintenance and day to day care of the department issued bikes. [CALEA 41.1.3 c]

a. Officers are responsible for minor maintenance, repairs, and cleaning of their bikes. This will increase the life of the equipment and maintain a professional image. Officers should never attempt a repair which is beyond their scope of training and ability.
b. Officers are required to report all major repair needs to a bike maintenance officer as soon as possible via the bike repair/maintenance form.
c. Officers will inspect their bikes at the beginning of each shift to ensure that the bike is functioning properly and all safety equipment is in working order.
d. The bike patrols trained maintenance officers will be responsible for maintaining repair and maintenance logs on each department bike. They will also ensure that all bikes are in good working order at all times and that a good supply of replacement parts is always on hand.
e. Bikes are an expensive piece of equipment that reacts poorly to abuse and neglect. Officers are required to treat the bikes accordingly and never subject them to unnecessary abuse or technical riding conditions that exceed the officer's abilities.
f. At the beginning of each shift officers will check to ensure each bike is equipped with the tools necessary to make minor field repairs.
g. Under no circumstances will non-bike patrol personnel be allowed to remove department purchased tools or equipment from the maintenance area.

5. Operational Considerations - Bikes are a valuable tool to police officers. Along with the benefits come some dangers and tactical considerations. The following policies will be strictly adhered to by Fayetteville Police Department bike patrol officers [CALEA 41.1.3 a]:
    a. Under normal conditions bike officers will follow all state and local laws governing the operation of motor vehicles and bicycles on public roadways.
    b. During hours of low light bikes will not be operated in traffic without the use of headlights and taillights.
    c. Officers shall not discharge a firearm from a moving bicycle except as the ultimate measure of self defense or defense of another person.
    d. Officers will not ride along side a moving suspect vehicle in an attempt to gain the drivers attention. The contact officer should make an attempt from the left rear corner of the suspect's vehicle.
    e. Anytime an officer is operating a bike on a sidewalk or any pedestrian specific path, the officer is required to maintain a reasonably slow speed and yield to all pedestrian traffic.

Comment: Language amended to mirror prohibition of discharging a firearm from a moving vehicle

Comment: Deleted bullet: Bike officers are required to wear helmet, gloves and eye protection during firearms training and qualification

6. Training - All patrol officers assigned to the bicycle patrol unit will be required to attend a department approved police cyclist training course prior to beginning their bike patrol duties. Bike officers will be evaluated annually on their bike handling and patrol skills. Officers failing to meet minimum requirements will be required to attend in service training to improve their skills. The bike patrol supervisor(s) will document and assess the officer's progress to make a determination if the officer is capable to continue in the current assignment.

Comment: Amended from six months

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 41.3.5 Grooming & Uniform Requirements	**Effective Date:**
Reference:	Version: 1
CALEA: 1.3.9 a,b; 22.2.5; 41.3.4,5,6	No. Pages: 6

I. PURPOSE

The individual officer and the department are often judged by the public depending upon the personal appearance of the uniformed officers in particular and all employees in general. Maintaining a professional appearance is critically important to fostering public trust and confidence in law enforcement. The purpose of this policy is to provide grooming and uniform standard guidelines for employees of this department, which will reflect a high standard of professionalism to the public.

II. POLICY

Members of the Fayetteville Police Department shall be neat and clean at all times while on duty. All sworn personnel shall comply with the following grooming and uniform standards unless excluded by the Police Chief due to special assignments. No member of the department shall wear his uniform or any part of his uniform while he is on administrative leave or under suspension. **For current uniform specifications refer to the Uniform Regulations Book maintained on the computer network, the squad room and in the Quartermaster's office.**

Comment: Language changed from "shift Lieutenant's Office"

III. PROCEDURES

All sworn personnel of the Fayetteville Police Department are subject to uniform inspections on a daily basis by any supervisor. Uniformed personnel are to keep their uniform neat, clean and free from defects. All authorized uniform items referred to in this policy and in the Uniform Regulations Book are supplied and issued by the Fayetteville Police Department Quartermaster except for the Extreme Cold Weather Cap. [CALEA 22.2.5, and CALEA 41.3.4] If specified as a department replacement, defective items shall be replaced through the quartermaster. Non-uniformed personnel are subject to the same standards and inspections as uniformed personnel. Officers replacing items through the quartermaster must submit a "Uniform and Equipment replacement form" signed by their supervisor. Failure to maintain appearance standards will be noted on your annual evaluation. Repeated failure to maintain proper appearance standards could lead to disciplinary action.

Comment: Language changed from "Chief of Police or his designee"

IV. GROOMING

1. Hair: The Chief of Police retains the right to approve or disapprove of any hairstyle, which may cause an unfavorable reflection(s) upon the department.

a. Male - Hair shall be neat, clean, trimmed, and shall present a groomed appearance. Hair will not cover any part of the ears or the collar except the closely cut hair on the back of the neck. Hair in front will be groomed so that it does not fall below the band of properly worn headgear. In no case will the bulk or length of the hair interfere with the proper wear of any authorized headgear.
b. Female - Hair shall be worn in a fashion not to create the risk of injury to them. Hair must not hang loose on the collar and must be able to wear authorized headgear properly.

2. Sideburns: If a member chooses to wear sideburns, they will be neatly trimmed and tapered in the same manner as his haircut. Sideburns will not extend below the lowest part of the ear, will be of even width (not flared), and will end with a clean-shaven horizontal line.

3. Mustaches: A short and neatly trimmed mustache may be worn, but shall not extend over the top of the upper lip or beyond the corners of the mouth, and shall not protrude more than one-half inch from the skin surface of the face.

4. Beards and Goatees: The face will be clean-shaven other than the wearing of the acceptable mustache or sideburns. Beards and goatees are prohibited. Only the Chief of Police may approve the wearing of beards or goatees.

5. Wigs: Wigs or hairpieces will not be worn on duty except for cosmetic reasons to cover natural baldness or physical disfiguration. If a wig or hairpiece is worn, it will conform to department grooming standards.

6. Jewelry:

a. Male - Uniformed officers may wear watches and wedding bands. Medical alert bracelets may be worn with the approval of the Chief of Police. At no time while on duty will officers be permitted to wear earrings or other ornaments attached to body.
b. Female - Uniformed officers may wear watches, wedding bands and post earrings which do not protrude from the ear lobe more than 1/4 inch. If the earrings are worn, the employee will wear one earring in each ear lobe.

7. Tattoos: Tattoos and brands above the collarbone and below the wrists are prohibited. Officers in uniform and non-uniform assignments are prohibited from displaying any tattoo, brand or intentional scarring while on-duty or while representing the Department in any other manner.

a. Any current officer in a uniformed assignment with an existing tattoo or brand that is visible while wearing the alternate summer uniform or a short-sleeved shirt shall have the following options:
    (1) Wear the standard uniform with a long-sleeved shirt,
    (2) Cover the tattoo or brand with a skin-tone patch. A skin-tone patch shall not be an option to cover a tattoo or brand on the officer's leg(s).
    (3) Have the tattoo or brand removed at the officer's expense.

c. Officers in non-uniformed assignment shall have the following options to cover any visible tattoo or brand:
   (1) Cover with appropriate clothing,
   (2) Cover the tattoo or brand with a skin-tone patch. A skin-tone patch shall not be an option to cover a tattoo or brand on the officer's leg(s).
   (3) Have the tattoo or brand removed at the officer's expense.

d. When deemed operationally necessary, officers in undercover assignments may display tattoos or brands with the approval of the Chief of Police.

8. Body Piercing: Body piercing of the face, head, and mouth not only detracts from a professional appearance, but also poses a serious risk and potential for injury in a confrontational situation, and shall not be worn by any officer of the Department when representing the Department.

a. With the exception of pierced ears, body piercing of the face, head, and mouth detracts from a professional appearance and is not authorized for wear by any personnel when representing the department.

b. Any body piercing, which is not concealed by the authorized uniform or plainclothes, is prohibited for wear by any personnel when representing the department.

c. When deemed operationally necessary, officers in undercover assignments may display body piercing with the approval of the Chief of Police.

9. Dental Ornamentation: Officers shall not have dental ornamentation. The use of gold, platinum, silver or other veneer caps for the purposes of ornamentation is prohibited. Teeth whether natural, capped or veneered shall not be ornamented with designs, jewels, initials, etc.

V. UNIFORMS

Officers will be required to wear a uniform as authorized by the Chief of Police. Uniform specifications will be listed in a Uniform Regulations Book maintained on the computer network, the squad room as well as the Quartermaster's office.

Comment: Deleted from "in the shift Lieutenant's office"

Class "A" uniforms will be the department issued dark navy color long sleeve shirt and pants without cargo pockets. Class "A" uniforms will be worn with department issued badge, name tag, collar brass, whistle chain, two pens/pencils, tie, leather gear, duty boots or shoes and duty hat when directed by the Chief of Police. The whistle chain will be attached to the right shoulder epaulet button with the whistle (optional) stored inside the right shirt pocket. Class "A" uniforms are authorized for day to day patrol activities and special occasions such as ceremonies, funeral, special events or any other event authorized by the Chief of Police.

Comment: Deleted language: Each officer assigned to uniform patrol will be issued three class "A" long sleeve shirts and three class "A" dress pants. Officers not currently assigned to patrol will be issued one class "A" long sleeve shirt and one class "A" dress pant.

Class "B" uniforms will be the department issued dark navy color long, or short, sleeve shirt and pants with, or without, cargo pockets. Class "B" uniforms will be worn with department issued badge, name tag, collar brass, whistle chain (optional), two pens/pencils, leather or web-gear duty belt, duty boots or shoes and duty hat or stocking cap (optional). A black crew neck type t-shirt will be worn underneath all short sleeve uniforms. A black crew neck t-shirt or mock neck type shirt will be worn underneath all long sleeve uniforms. Class "B" uniforms are authorized for day to day patrol activities or any other event authorized by the Chief of Police.

Comment: Deleted language: Each officer assigned to uniform patrol will be issued three short sleeve shirts and three cargo pants. Officers not currently assigned to patrol will be issued on short sleeve shirt and one cargo pant.

Class "C" uniforms will be the department issued navy color BDU pant and long, or short, sleeve Fayetteville Police Department t-shirt. Class "C" uniforms will be worn with department issued web gear, duty boots and baseball cap (optional). Class "C" uniforms are authorized for man hunts, K-9 call-outs, training involving physical activity or during any other event authorized by the Chief of Police.

Comment: Deleted language: All officers will be issued one long sleeve t-shirt, one short sleeve t-shirt and one navy color BDU pant.

The Chief of Police will authorize special uniforms as necessary (i.e. Administrative Personnel, Emergency Response Team, Honor Guard, etc.).

1. Duty Belt: Officers will be issued a leather and web-gear duty belt with matching accessories. Items to be worn on the duty belt consist of holster with gun, double magazine pouch with magazines, flashlight and flashlight holder, portable radio holder with radio, handcuff case with handcuffs, keepers, pepper spray holder with pepper spray, the CEW and holster. The department supplied baton holder and baton is optional. No sunglasses, keys, knives, or any other items will be worn on the belt unless approved by the Chief of Police.

Comment: Language amended from "flashlight ring and flashlight"

Comment: Item was made optional rather than mandatory

If authorized to wear the uniform on a "second" job, the COMPLETE prescribed uniform for the time of year will be worn.

2. Authorized Hat:

a. Duty Hat: To be worn with the Class "A" uniform. Refer to the uniform regulations book.
b. Baseball Cap: The baseball cap may be worn with the Class "C" uniform, at the firing range, manhunts or when otherwise authorized by the Chief of Police. Refer to the uniform regulations book.
c. Stocking Cap: To be worn in cold weather. Refer to the uniform regulations book.
d. Extreme Cold Weather Cap: This item is optional, not furnished by the department. This cap may be worn during extreme cold weather. Refer to the uniform regulations book.
e. Hat Badge: To be worn with the Duty Hat. Refer to the uniform regulations book.

3. Patches: The Fayetteville Police Department patch, as designed by the department, will be worn on the left and right shoulder of all shirts one inch from the shoulder seam and centered on the sleeve. Patches on coats will be one inch from the shoulder seam and centered. No other patch, insignia, or pin will be allowed except those authorized by the Chief of Police.

4. Collar Emblems: The rank insignia shall be worn on both collars of Class "A" and Class "B" uniforms. The insignia for the rank of lieutenants and above will be worn on shirt collars perpendicular to the shoulder. The insignia for the rank of sergeant and below will be worn with the centerline of the insignia bisecting the points of the collar. All non-ranking officers shall wear the F.P.D. emblem on the Class "A" and Class "B" uniforms in a horizontal, centered position between the tip of the collar and the neck opening. Refer to the uniform regulations book.

5. Name Plate: The nameplate will be furnished by the quartermaster. It will be worn over the right pocket approximately .25 inches above the pocket flap and centered with the button. The nameplate will be worn at all times while in uniform unless otherwise authorized. See illustrations in the Uniform Regulations Book.

Comment: Removed nameplate specs stating it will be issued by the quartermaster

6. Pen and Pencil: To coincide with other metal parts of the uniform, all officers will carry pen or pencils, of which that part is exposed, will be predominately gold in color. No more than two pens or pencils will be exposed in the left pocket at one time. The pens will have black ink and the pencil will be carried due to the inability of a pen to write on a damp or wet piece of paper.

7. Tie: The tie will be worn with the Class "A" uniform. When ties are in use, they will be worn on the outside of the shirt, not tucked in. Refer to the Uniform Regulations Book.

8. Shirts and Trousers: Refer to Uniform Regulations Book.

9. T-Shirts: A black crew neck type t-shirt will be worn underneath the short sleeve Class "B" uniform. A black mock neck type or crew neck t-shirt will be worn underneath the long sleeve Class "B" uniform. The F.P.D. long, or short sleeve t-shirt will be worn with the Class "C" uniform. Refer to the Uniform Regulations Book.

10. Coat/sweater: Refer to Uniform Regulations Book.

11. Raingear: Refer to Uniform Regulations Book.

12. Footwear: The Chief of Police has authorized the following footwear for patrol:

a. A plain toe Oxford, black.
b. A utility boot, black.

Authorized footwear will be kept clean and shined at all times while on duty. Black or dark Blue socks are the required uniform item. Footwear for specialized units such as Bike Patrol, E.R.T., and K-9 officers must be approved by the Chief of Police and will not be worn during normal patrol duties. Refer to the uniform regulations book.

13. Bullet Resistant Vests: Uniformed officers shall wear a bullet resistant vest at all times unless specifically exempted by the Chief of Police. The vest will be supplied by the department and replaced as necessary. Refer to the uniform regulations book. [CALEA 41.3.5] Officers involved in high-risk tactical details shall also be required to wear a bullet resistant vest. [CALEA 41.3.6]

14. Weapons and Ammunition: The Chief of Police will designate the ammunition and weapons carried. No other ammunition or weapon will be carried except when approved by a supervisor for special circumstances and ONLY for that particular situation.[CALEA 1.3.9 a. and b.]

A. Department-issued Weapons and Ammunition:

1. Uniformed officers will carry the department-issued weapon **only**. The authorized weapons utilized by the department include:

(a) Glock model 35 .40 caliber semi automatic pistol
(b) Glock model 23-C .40 caliber semi automatic pistol
(c) Remington model 1187 12 gauge shotgun
(d) AR-15 .223 caliber semi automatic rifle
(e) Remington model 700 LTR .308 caliber rifle
(f) Smith and Wesson model 342 .38 caliber revolver
(g) 40 mm for ERT use

2. Detectives will carry only the department-issued weapon while on duty. Personal weapons must have the written approval of the Chief of Police prior to being carried as a duty weapon or as a supplemental duty weapon.

3. Ammunition will be department-issued as approved by the Chief of Police. Authorized ammunition utilized by this department include:

(a) Duty sidearm ammunition – 180 grain jacketed hollow point
(b) Training sidearm ammunition – 180 grain full metal jacket
(c) Shotgun ammunition – "00" buckshot, 1 ounce rifled slug
(d) AR-15 ammunition – 55 grain full metal jacket, 62 grain boat tail hollow point match
(e) .308 rifle ammunition – 168 grain boat tail hollow point match
(f) .38 caliber ammunition – 125 grain +p bonded jacketed hollow point
(g) 40 mm for ERT use

Comment: Removed bullet: MP5 training ammunition – 9mm 124 grain full metal jacket

4. Uniformed officers and detectives of this department will carry only department-issued shotguns and rifles

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 52.1.1 Office of Professional Standards (OPS)	**Effective Date:**
Reference:	Version: 1
CALEA: Chapter 52	No. Pages: 6

I. PURPOSE

The purpose of this policy is to create and maintain an environment conducive to efficient reception and resolution of complaints against police department personnel or general procedures used by the department and to establish written procedures for the administration and operation of internal investigations.

Such procedures will promote positive discipline and provide for the prompt and thorough investigation of alleged or suspected misconduct of department personnel.

II. DISCUSSION

A police department is often evaluated and judged by the conduct of individual members. While the public has a right to expect efficient, fair, and impartial law enforcement, employees must be protected against false allegations of misconduct.

The Office of Professional Standards will be charged with the responsibility of following department operational procedures in processing, investigating, and recording complaints against the department or its employees. [CALEA 52.1.1]

III. ORGANIZATION

The Office of Professional Standards will serve to assist all personnel in regard to investigations of alleged misconduct of sworn or civilian employees.

The Chief will select all personnel of the Office of Professional Standards and designate a head of OPS. The designated head of OPS has the authority to report directly to the Chief. The designated head of OPS will maintain a record of all complaints against the department or employees in a secure area. OPS assigned personnel will be provided training at the discretion of the head of OPS and Chief of Police. [CALEA 52.1.3]

OPS assigned personnel will report directly to the Chief of Police or a designated supervisor on OPS matters and will pursue their responsibilities under the direction of the Chief of Police.

If investigations discover personnel who are engaging in serious acts of misconduct, or who have demonstrated they are unfit for law enforcement, information pertaining to the investigation will be reported directly to the Chief of Police by the head of the OPS.

IV. POLICIES

A. Officers selected for assignment to OPS must have demonstrated in their previous performance a high degree of investigative skills. The officer should have a personnel record clean of serious complaints. The officer should be familiar with state codes, and department policies and procedures related to internal affairs.

B. **Receipt of Complaints**

1. Nothing in this policy shall prohibit any citizen from exercising any additional rights or procedures outlined in Fayetteville Civil Service Commission Rules 5:09 and 5:10.

a. All complaints against the employees or department are to be initially directed to any supervisor on duty. [CALEA 52.1.1]

(1) Exceptions - Complaints will not be received and/or logged concerning summons issued or arrests made which have not been adjudicated in a court of law unless the complainant alleges misconduct or illegal activity by the officer. The simple dislike of a charge or feeling of innocence does not, by itself, justify the formal filing of a complaint against any officer performing his duties.

(2) Exceptions – Citizen complaints involving employee performance and/or misconduct <u>will not</u> be accepted more than 60 days after the alleged incident with the following exceptions:

- Alleged criminal violations.
- Complainant can show good cause for not making the complaint earlier.
- On directions of the Chief of Police based on findings of a preliminary investigation.

2. Upon receipt of a complaint, the supervisor shall provide the complaining party a "Fayetteville Police Department OPS Complaint Form."

a. Supervisors may encourage phone complainants to come to the police station to complete the complaint form but must understand it is not mandatory for the complainant to do so.
b. In the event a complainant refuses to come to the police department, the supervisor should take the information and complete the form him or herself. The supervisor should so note the complainant's refusal.
c. Supervisors are not prohibited from going to a complainant's location to complete the OPS Complaint Form. Supervisors may send the OPS Complaint Form via U.S. Mail or electronically.
d. Complaint/compliment forms may be accessed online through the City of Fayetteville website.

3. Complaint forms will also be completed on anonymous complaints and forwarded to the Chief of Police. [CALEA 52.1.1]

a. Discipline shall not be taken against any officer solely on the basis of an anonymous complaint. Before any discipline occurs, a case would have to be substantiated through investigation or administrative review.

Comment: Language added

4. Supervisors will explain to the complainant the process of completing the OPS Complaint Form.

a. Upon request, complainants who have completed an OPS Complaint Form are entitled to a photocopy of the completed complaint form at no charge.

5. Supervisors shall enclose completed complaint forms in a sealed envelope and clearly mark the envelope with the wording "CHIEF OF POLICE – COMPLAINT ENCLOSED". The envelope should either be delivered to the Chief of Police or to his office as soon as possible. [CALEA 52.2.2]

6. After review of the complaint by the Chief of Police, the complaint will be assigned for further investigation by a line supervisor or an OPS investigator. Complaints that are deemed of a minor nature may be remanded to a line supervisor for further action. Criteria for assignment of such complaints may include alleged rudeness, tardiness, minor incidents or improper procedure. Complaints that are deemed to be of a more serious nature will be forwarded to the head of OPS for logging and assignment for investigation. [CALEA 52.2.1]

a. Investigation will be completed within 21 days, unless the head of OPS authorizes an extension [CALEA 52.2.3].
b. Investigation should be adjudicated within 10 days of the final disposition.

7. The Chief of Police, at his discretion, may place an officer on paid administrative leave from duty pending the results of an internal investigation. [CALEA 52.2.7]

8. Supervisors will avoid exposing the content or subject of a completed complaint form to anyone until the matter is resolved or directed by the Chief of Police to discuss the matter.

9. Should a complainant not wish to file a formal complaint, a supervisor may handle the complaint on an informal basis. These incidents shall be referred to as **RESOLVED COMPLAINTS**.

a. Once the complaint has been resolved the supervisor will provide a typed summary to the head of OPS for review and filing.
b. In the event a complainant does not wish to file a formal complaint on what is deemed to be of a serious nature, the supervisor shall file the complaint based on information received by the complainant.

Comment: Bullet added

10. Complainants will be notified as to the verification of receipt of the complaint, status of a complaint and results of any investigation upon conclusion. [CALEA 52.2.4]

11. Complaints may be generated internally by a member of the department in written form to the Chief of Police.

C. Records Security and Storage

1. All records pertaining to an internal investigation will be kept and stored in a locking file accessible only to the Chief of Police and the head of OPS. [CALEA 52.1.2]

2. OPS investigative files shall be maintained according to the below schedule unless ordered by a court of competent jurisdiction to purge a particular file(s). [CALEA 52.1.2]

Minimum Records Retention and Disposition Schedule

RECORD	RETENTION	FINAL DISPOSITION
Officer involved Use of Deadly Force Incidents	Permanent Retention	Permanent Retention
Complaints resulting in sustained discipline at the administrative level	10 Years	Records Purged
Complaints resulting in sustained discipline at the supervisory level	5 Years, provided a 1 year infraction-free period precedes the dates of purge	Records Purged
Complaints whose findings are not sustained, unfounded or exonerated	3 Years	Records Purged
Complaints on which no action is taken	2 Years from the date that determination is made not to initiate investigation	Records Purged

Comment: "Complaints" inserted rather than "investigations" throughout this chart

Comment: Retention time changed

Comment: Retention time changed

D. Investigations

1. Types of investigations:

Comment: Types of investigations defined and added

a. Formal investigation – A complaint assigned to a formal OPS investigator
b. Supervisor Referral – A complaint assigned to the employee's supervisor for investigation
c. Administrative Review – A complaint reviewed at the administrative level which does not require a formal investigation.

2. Allegations of misconduct will be investigated toward a conclusion of fact. Facts and evidence gathered during an investigation will be maintained by the investigator and ultimately turned over to the head of OPS and Chief of Police for final analysis. [CALEA 52.2.8]

3. When an officer is the subject of a criminal investigation or has been charged with a criminal offense, the department may suspend any related administrative investigation until the criminal matter has been resolved.

4. Whenever related criminal and administrative investigations are being conducted simultaneously, no statements made by the officer in the administrative investigation shall be provided to those conducting the criminal investigation. No police personnel having knowledge of such statements shall participate in the criminal investigation.

5. The head of OPS will notify both the complainant and employee(s) in question a complaint has been received and an investigation is impending.

Comment: Section added

a. Notice of the complaint will not be given to the employee(s) in cases in which such notification may be detrimental the investigative process.
b. Once notified of the complaint and investigation, the employee(s) is prohibited from discussing or interfering with the investigation.

6. Employees being required to submit a report or be interviewed in regard to a complaint will receive an OPS Investigation Warning Form, be advised of the nature of he complaint and allowed to read the complaint form. [CALEA 52.2.5]

a. The OPS Investigation Warning Form will advise the officer he is part of an official investigation, advice of certain rights associated with self-incrimination, and possible departmental charges for refusing to cooperate.

7. Before an interview is conducted and excluding a conflict of interest, the officer may have a representative of his choosing present. [CALEA 52.2.5]

a. Interview sessions shall be for reasonable periods and shall allow for such personal necessities and rest periods as are reasonably required.
b. Interview sessions shall be conducted while the officer is on-duty whenever practical.
c. If an officer is required to submit to an interview during off-duty time, the officer shall be compensated in accordance with normal department procedures used for compensation of extra hours.

8. Officers may be compelled to answer questions related to their duties or fitness for duty. (Garrity v. New Jersey, 385 USC 493)

a. When an officer refuses to answer questions posed in an administrative investigation on the grounds or fear of criminal self-incrimination, the officer may be ordered to answer such questions, and shall be informed none of the information provided can or will be used against him in any subsequent criminal prosecution.
b. The officer is subject to possible disciplinary action for refusal to answer questions. The officer may be given a direct order to cooperate with the investigation. Failure to obey a direct order may result in the officer being placed on administrative leave and subject to further disciplinary action. [CALEA 52.2.7]
c. Officers may be compelled to undergo an examination for the detection of deception. The results of such testing shall not be usable in any subsequent criminal investigation but may be used to determine dispositions of administrative matters. [CALEA 52.2.6 e.]
d. Officers may not refuse to submit to other non-testimonial administrative examination (drug screening by urinalysis or blood test, medical examinations, line up,

photographs, financial statements when they are material to the investigation, etc). [CALEA 52.2.6 a., b., c., & d]

e. Departmental property or personal property authorized for use by the department in connection with official police duties may be inspected at any time. An officer's personal property shall be afforded the same protection as that of any other citizen and, in criminal cases, the accused officer's constitutional rights will be protected.

f. Refusal to submit to such examinations or non-testimonial examinations where required may be grounds for dismissal. [CALEA 52.2.7]

9. Employees are strictly prohibited from interfering with, or discussing an ongoing investigation.

E. **Dispositions**

1. Dispositions will be decided according to the following categories:

a. **Unfounded:** When the investigation clearly indicates the act complained of did not occur.

b. **Exonerated:** When the investigation clearly indicates the act occurred, but the act was justified, lawful, and proper.

c. **Not Sustained:** When the investigation discloses insufficient evidence to prove or disprove the allegation made in the complaint.

d. **Sustained:** When the investigation discloses the act did occur and constitutes misconduct

2. Only case dispositions, which have a finding of "Sustained", shall be filed in the employee's personnel file.

3. The Chief of Police will be notified, in writing, of the final disposition of any complaint within 10 days of the conclusion of an investigation.

4. The Chief of Police will determine disciplinary measures for investigations of allegations of misconduct resulting in a disposition of "sustained". Consideration in disciplinary measure should be given to ensure public confidence in the agency, to protect future liability and to deter future misconduct.

5. Officers will be notified, in writing, of the final disposition of any complaint within 14 days of the conclusion of an investigation. Whenever an officer is dismissed, demoted or suspended according to policies and procedures, he may grieve such action through civil service provision.

6. Complainants will be notified, in writing, of the disposition of a complaint within 14 days of resolution of a complaint. [CALEA 52.2.4]

7. At the conclusion of every fiscal year, the head of OPS will create an annual statistical summary based on the records of all OPS investigations. This annual report will be made available for review to interested persons. [CALEA 52.1.5]

From: Rob Turberville
To: Kelley, Jason
Date: 3/23/2011 10:55 AM
Subject: Edited 16.2.3 Temporary Light Duty Police
Attachments: Edited 16.2.3 Temporary Light Duty Police.doc

Chief Tabor asked me to send this version of the Temporary Light Duty Policy draft to you to include in the agenda session packet. This version has been agreed upon by he and Missy. Let me know if you have any questions...

Fayetteville City Council
113 W. Mountain Street
Fayetteville, AR 72701

January 6, 2011

RECEIVED
JAN 06 2011
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Re: Huntingdon Heights

Dear Members of the Fayetteville City Council,

I am writing on behalf of Huntingdon Heights, LLC, which is the owner of a development project called Huntingdon Heights located off Warwick Drive on Barnsbury Terrace and Knightsbridge Avenue in Fayetteville. The purpose of this letter is to formally appeal a decision of the Zoning and Development Administrator pursuant to Title XV of the Unified Development Code, Chapter 155.06, section A(1).

The basis of this appeal derives from the following facts. On May 3, 2010 in a letter to Brian Teague, the Huntingdon Heights project engineer, Andrew Garner clarified where we stood with respect to the items that needed to be addressed and the deadlines for each as part in order to complete this project. In reliance on that letter we moved forward and have completed all the physical work required therein. We have approached the Zoning and Development department (hereafter Development) informing them of the project's completion and have asked for TCO's for the last 6 units pending issuance of final Certificates of Occupancy. Our request was denied today.

Development has required that an apron be replaced in the city right of way for the driveway at 3172 Warwick basically because it "doesn't look good", and without this being remedied, final approval for completion of the project will not be granted nor will TCO's be issued. This is despite the fact that there are no Health and Safety issues remaining. In addressing the issue of the approach patch for 3172 Warwick, all that was required in Mr. Garners letter of May 3, 2010 was that "the thickness of the concrete …be verified", it was determined that exposing the edge by digging was sufficient, which we did and this was observed by engineering's inspector. To be asked to remove this patch for a third time, when this was not in the scope of work detailed in the May understanding, and considering the fact that the "patch" has been in place for over a year and a half with no signs of failure, and that we have posted a maintenance bond for public improvements to cover costs in the event of failure seems patently unreasonable.

Respectfully submitted,

Gregory T. House
For Huntingdon Heights, LLC
217 N. East Ave.
Fayetteville, AR 72701
479-521-9155

Tabled to April 5, 2011 CC mtg.
Tabled to March 15, 2011 CC mtg.
Tabled to the Feb 15th 2011 CC mtg.

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Director

From: Chris Brown, City Engineer CB

Date: January 14, 2011

Subject: Huntingdon Heights Development
Appeal of City Engineer's Determination Regarding the Driveway Approach at 3172 Warwick Dr.

This memo provides additional information regarding the appeal by Gregory T. House on behalf of Huntingdon Heights, LLC with regard to a driveway repair required as part of the Huntingdon Heights Development. The Engineering Division is requiring removal and replacement of the patch due to unacceptability of the concrete surface, removal and replacement limits that do not meet standard practices, and a failure of the contractor to contact the City for an inspection prior to concrete placement.

First, in response to Mr. House's statement regarding requirements in the attached May 3, 2010 letter by Andrew Garner, the full text of the item discussing the driveway repair is as follows:

> "1. An inspection was not requested for the approach patch for the private drive prior to concrete placement. The thickness of the concrete must be verified at 3172 Warwick Drive. **Remove and replace to proper width and thickness as required**."

This statement was repeated at least 5 times in letters to Mr. House and/or his representatives, along with other similar verbal and written communications. Each time this requirement was communicated to Mr. House, as part of an inspection prior to an occupancy permit, he requested that the requirement be put off and be made part of another building on the project that was not yet ready for occupancy. This was granted each time, but the development is now to the point that the last building is ready for occupancy, and this issue must be addressed at this time.

Secondly, in his appeal letter, Mr. House states that it was determined that digging next to the patch to verify the thickness was sufficient. Mr. House's representative did in fact ask if that was sufficient, and an area next to the patch was excavated and made available for inspection. However, staff has never indicated that this was an acceptable verification method. This method is not an acceptable substitute for an inspection prior to installation of concrete.

On December 6, 2010 a letter with accompanying sketch clarifying the requirements for the driveway repair was sent to Mr. House, so that there was no confusion as to the repair specifications. A copy of this letter is attached, and remains the recommendation of staff. Therefore, staff recommends denial of this appeal.

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THE CITY OF FAYETTEVILLE, ARKANSAS
CITY PLANNING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 3, 2010

Mr. Brian Teague
Community by Design
311 West Spring Street
Fayetteville, AR 72701

Via Email: brian@communitybydesignllc.com

Re: Huntingdon Heights Inspection Status: AP#'s 37698, 37103, and 33957

Dear Mr. Teague:

As we have discussed with you on several occasions, the permits at 3164 and 3153 Barnsbury Terrace (AP#'s 37698 and 34103, also known as Buildings A1 and A2 on the site plan) are in violation of City ordinance for exceeding the 90-day temporary certificate of occupancy. Staff has been working with you and the owner/developer for many months to try and finalize these two buildings. A letter to you dated April 13, 2010 was a final attempt to set deadlines to complete the project in a timely fashion prior to us sending this project to the City Prosecutor. An initial deadline for several items was set for May 1, 2010. An inspection by the City on April 30, 2010 and your letter dated April 30, 2010, along with a check provided to the City on April 30, 2010 indicated adequate progress towards the May 1st checklist we have given you.

In order to continue progress towards finalizing the subject permits, the following items need to be completed within the timeframe outlined below. Failure to meet the deadlines noted below will require the Development Services Division to send this project to the City Prosecutor:

Engineering Division (Glenn Newman 444-3424):

By **June 1, 2010** the following item must be completed:

1. Provide a 2 year maintenance bond or letter of credit in the amount of 25% of the actual construction cost of all public improvements (water and sanitary sewer) for the project. A check covering the required amount was submitted on April 30, 2010, with the request by the bank to not cash the check for a period of 30 days, to allow adequate time to process a letter of credit.

If the above items are completed on schedule by June 1, 2010, the Engineering Division will recommend extending the Temporary Certificate of Occupancy for buildings A1 and A2 for an additional 14 days (until **June 15, 2010**) to complete the following tasks:

1. All exposed soil, specifically to the north of A3 be temporary seeded as required in the grading ordinance where construction activities have ceased for more than 15 days, in accordance with UDC 169.06(F)(4).
2. Staff has concerns with the functionality of the rip rap provided between buildings A2 and A3. This should be reevaluated with staff by the deadline.

3. The workmanship of the concrete flume exiting on Warwick in front of building A1 is not acceptable and does not match the approved detail. Reconstruct to match detail and request inspection.
4. Grading beyond the project limits not shown on grading plan was not authorized. The disturbed area must be graded to a maximum of a 3:1 slope, utilities adjusted, and re-vegetated per 169.06(F)(4) *Revegetation* of the Unified Development Code. Written permission of adjacent property owner is not required, since this is the same owner.
5. The sidewalk and approach has settled and cracked on the east side of Warwick Drive where the new sanitary sewer main was installed in front of 3154 Warwick Drive. The back filling of the trench was not inspected nor was the placement of concrete for the sidewalk. The deficient areas shall be removed, subgrade should be inspected for firmness before placement of concrete for sidewalk.
6. The sidewalk that has cracked at the existing sanitary sewer man-hole on the north side of the driveway at 3172 Warwick Drive must be repaired and add a joint at this location to prevent future cracking. Remove and replace to the nearest joint in each direction. Grading and sod should be replaced in this area also to meet predevelopment conditions.

If the above items are completed on schedule by June 15, 2010 Engineering will recommend extending the TCO for buildings A1 and A2 for an additional 45 days (until **July 30, 2010**) to complete the following tasks:

1. An inspection was not requested for the approach patch for the private drive prior to the concrete placement. The thickness of the concrete must be verified at 3172 Warwick Drive. Remove and replace to proper width and thickness as required.
2. An inspection was not requested for the two street crossing for sanitary sewer extensions for this project that required a "Concrete/Asphalt Tee Patch". The material and thickness of the repair must be verified. Remove and replace to proper width and thickness as required.
3. An inspection was not requested for the asphalt patch for the private drive connection to the public street. The material and thickness of the repair must be verified.
4. Final removal all silt from the storm drainage system and vault.
5. Clean up of all debris and excess construction material related to the project, including material placed on adjacent property.
6. The temporary electrical service (no longer being used) behind building A2 shall be removed as a safety concern.

All above items must be completed and accepted by the city prior to July 30, 2010 which will allow the applicant to obtain a Final Certificate of Occupancy for buildings A1 and A2. There will be no additional extensions to the Temporary Certificate of Occupancy for buildings A1 and A2. Written documentation is required by the Owner/Engineer for each milestone date confirming the required items are complete and have been inspected and accepted by the city Engineering Division.

Prior to obtaining a Temporary Certificate of Occupancy of Building A3 (The Last Building), the following items must be performed or provided to the satisfaction of the Engineering Division:

1. The work shown on the civil site package must be complete and the items on the final punch list completed.
2. One (1) set of as-built drawings (excluding details) of the complete project including drainage patterns as a hard copy and in Tiff or PDF format;

3. Certification that the streets, storm sewer, water and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
4. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
5. Surveyor's Certification of Compliance.
6. The As- Built Final Drainage Report as a hard copy and in PDF format.

Please note, site inspections, at the time Building A3 is complete, may identify additional requirements not included in this transmittal.

The engineer of record shall provide construction inspection for this project including the final inspection in the presence of city staff and generate the official punchlist.

The public works inspector (PWI) shall be notified no less than 48 hours prior to the installation of public utilities, infrastructure, roadway, etc. Testing shall be coordinated and scheduled with the PWI as well.

Please call to schedule the site inspection when the site work is being performed.

If you have any questions, please call Glenn Newman at 575-8206.

Solid Waste Division (Brian Pugh 718-7685):

- Prior to temporary CO for building A3 the dumpster enclosure with dumpster needs to be installed.

Tree and Landscape (Greg Howe 444-3470):

Prior to final CO for any of the buildings:

- Permanent erosion control and soil stabilization throughout the site needs to be installed and inspected.
- The tree preservation area needs to be inspected and approved. Contact Greg Howe for a final inspection and review of the post-construction tree preservation plan.
- Landscape requirements must be completed including installation of two large species shade trees along the project's Warwick Street frontage. The existing trees and crepe myrtle recently planted do not meet code.

Fire Department (Mark Stevens 444-3448):

Prior to final CO the following items need to be completed:

- Buildings A1 and A2. Fire lane no parking area painted with red strips in front of Building A3.
- Buildings A1 and A2. All drive areas with 20-26 feet distance from curb face to curb face require NO PARKING FIRE LANE identification (Arkansas Fire Code D103.6.1) this is required because it is not a public street and is a fire access road (Arkansas Fire Code 502).
- Building A3.

- Fire extinguishers provided and inspection tagged by a certified/licensed company located within 75 feet maximum travel distance from any location inside the residence (Arkansas Fire Code 906 and NFPA 10). Extinguishers may be installed in weather protected (plastic or metal) cabinets on the exterior of the building in locations that comply with the 75 feet travel distance requirement.
- Proper building address numbers to be provided.

Building Safety (Vel Moses 575-8224):

- Building A1 items to be completed: 101-Seal blocking under upper deck and seal all exterior holes i.e. HVAC, gas lines, cables, T&P; extend drain line below cable boxes within 6 inches of the ground; secure dryer vents; fix or remove temp power; vapor barrier incomplete in the crawl; remove trash and construction debris under the dwelling; grippable handrail (102) entry; light for the attic (103) move to access.
- Building A2. Has been completed
- Building A3. A final inspection has not been requested or conducted. Call to schedule a final inspection.

Planning (Andrew Garner 575-8262):

- Prior to final CO for Buildings A1, A2, or A3 the site work must be completed with parking spaces and drive aisles striped.
- Prior to final CO for Buildings A1 or A2, the non-conforming light fixtures throughout the development need to be removed or retro-fitted to meet City lighting ordinance, site erosion and clean-up issues need to be addressed, and two street trees installed.
- Prior to temporary CO for Building A3 the dumpster enclosure with dumpster shall be installed.

If you have any questions, please call me at 575-8262.

Sincerely,

Andrew Garner
Senior Planner

Cc: Greg House (ghouse@housesinc.com);Glenn Newman (gnewman@ci.fayetteville.ar.us); Brian Pugh (bpugh@ci.fayetteville.ar.us); Mark Stevens (mstevens@ci.fayetteville.ar.us); Terry Lawson (tlawson@ci.fayetteville.ar.us); Vel Moses (vmoses@ci.fayetteville.ar.us); Greg Howe (ghowe@ci.fayetteville.ar.us); Jeremy Pate (jpate@ci.fayetteville.ar.us)

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THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

Greg House
House Inc.
217 N East Ave
Fayetteville, AR 72701

December 6, 2010
Eng # 7968

Re: Huntingdon Heights Lot 28
Temporary Certificate of Occupancy for Building A3
Engineering Requirements

Dear Mr. House:

In response to your request to obtain a Temporary Certificate of Occupancy (TCO) for Building A3 made to Building Safety December 2, 2010, we have prepared a list of outstanding items that will need to be completed to the satisfaction of the Engineering Division as identified below, before Engineering approval will be given:

1. The existing concrete patch in the driveway at 3172 Warwick Drive is not acceptable and must be corrected as specified below and as detailed in the attached sketch. As you are aware, the existing patch was constructed without supervision or inspection by the Engineering Division, and does not meet standards of acceptability with regard to the limits of the patch or the concrete finish.
    a. Remove the existing concrete patch and continue the saw cut south, the width of the driveway, saw cut along the edge of pavement, remove the existing concrete, place new 6" thick concrete the width of the driveway for a total of approximately 100 sf, finish to match existing surface.
    b. Coordinate with the property owner to minimize disruption, multiple repair phases may be required.
    c. Contact Chuck Rutherford to schedule inspection before placement of new concrete.
2. Final removal all silt from the storm drainage system and vault is required.
3. Remove the chlorination piping used to test the water main and backfill the area.

After these items are completed, please contact the Engineering Division for a final inspection.

In addition to the construction related items listed above, the following items must be performed or provided to the satisfaction of the Engineering Division prior to Engineering approval of a TCO:

1. The work shown on the civil site package must be complete and the items on the final punch list completed.
2. One (1) set of as-built drawings (excluding details) of the complete project including drainage patterns as a hard copy and in Tiff or PDF format;
3. Certification that the streets, storm sewer, water and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
4. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
5. Surveyor's Certification of Compliance.
6. The As- Built Final Drainage Report as a hard copy and in PDF format.

If you have any questions, please call me at 575-8206.

Sincerely,

Chris Brown, P.E.,
City Engineer

Contact homeowner and schedule to minimize disruption, may have two separate pours.
WARWICK DR
~ 5 ft
~ 18 ft
~ 100.5 sq ft
Remove and replace approximately 100 sf of apron with 6" concrete. Sawcut to create smooth straigh lines. Finish to match existing surface. Call Chuck Rutherford 575-8291 to schedule an inspection before placing concrete.

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 155: APPEALS

155.01 CIRCUIT COURT 3

155.02 FORM/TIME/PLACE 3

155.03 STAY 3

155.04 ALDERMAN APPEAL ON BEHALF OF RESIDENT 3

155.05 APPEALS FROM PLANNING COMMISSION DECISIONS 3

155.06 APPEALS FROM STAFF INTERPRETATIONS/ACTIONS 3

155.07 APPEALS TO THE HOUSING BOARD – MOBILE HOMES AND MOBILE HOME PARKS 5

155.08 APPEALS FROM THE CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS 5

155.09-155.99 RESERVED 6

CHAPTER 155 APPEALS

155.01 Circuit Court

Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.

(Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

State law reference(s)--Appeals to circuit court, A.C.A. §14-56-425.

155.02 Form/Time/Place

Unless an appeal is filed with the court, the following requirements shall be met:

(A) *Form.* All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error.

(B) *Time.*

(1) *Appeals.* Appeals shall be submitted within 10 working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

(C) *Place.* Appeals shall be filed with the following:

(1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.

(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Board of Adjustment, [for inspecting purposes] shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4652, 12-07-04)

155.03 Stay

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

155.04 Alderman Appeal On Behalf Of Resident

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5296, 12-15-09)

155.05 Appeals From Planning Commission Decisions

(A) *Appeals to City Council.*

(1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests, in accordance with the procedures set forth in §155.02.

(a) Annexation
(b) Rezoning
(c) Planned Zoning District
(d) Subdivision (Preliminary Plat, Final Plat, Concurrent Plat, Lot split)
(e) Large Scale Development
(f) Vacation of utility easement, access easement, public right-of-way
(g) Commercial Design Standards
(h) Tree Preservation Plan
(i) Variances and waivers of the UDC

(2) *Conditions of Approval.* An owner of record may appeal the conditions of approval determined by the Planning Commission for any of the requests listed in (A)(1).

(3) *Conditional Use Request.* Three aldermen, two of whom must reside in the effected ward, may in unison appeal a decision by the Planning Commission approving or denying a conditional use request.

(B) All other decisions by the Planning Commission must be appealed to Circuit Court.

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4334, 9-4-01; Ord. No. 4340, 10-2-01)

155.06 Appeals From Staff Interpretations/Actions

(A) *Appeals to City Council.* The following staff interpretations/actions may be appealed to the

City Council by an owner of record of the property in question or an alderman on behalf of a resident of the city:

(1) *Zoning and Development Administrator.*

(a) *Design Overlay District requirements.* The decision of the Zoning and Development Administrator not to exempt property from the Design Overlay District requirements as allowed in §161.28(G).

(b) *Development Matters.* An interpretation or decision of the Zoning and Development Administrator regarding development matters, including subdivisions, large scale developments, parking and loading, and outdoor lighting may appeal.

(2) *City Engineer.*

(a) *Stormwater, Drainage, and Erosion Control requirements.* The decision of the City Engineer to issue a violation notice related to these requirements.

(b) *Development Matters.* An interpretation or decision of the City Engineer regarding development matters, including grading, drainage, water and sanitary sewer systems, and storm drainage systems may appeal.

(c) *Floodplain regulations.* The decision of the Floodplain Administrator, provided that the City Council shall hear and decide an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of Chapter 168.

(3) *Urban Forester – Landscape and Tree Preservation and Protection requirements.* Decisions of the Urban Forester related to landscape and tree preservation and protection requirements.

(4) *Impact Fee Administrator.* Any person aggrieved by any decision of the Impact Fee Administrator made in the enforcement or administration of Chapter 159 Fees.

(B) *Appeals to the Board of Adjustment.* The following interpretations and decisions may be appealed by an owner of record of the property in question or an alderman on behalf of a resident of the city to the Board of Adjustment:

(1) *Zoning and Development Administrator - Zoning.* An interpretation or decision of the Zoning and Development Administrator regarding zoning matters may appeal.

(2) *Building Safety Division Director - Airport Zone.* Any person aggrieved, or any taxpayer affected by any decision of the Building Safety Division Director, made in the administration of Airport Zone, Chapter 165, may appeal.

(C) *Appeals to the Planning Commission.*

(1) Required dedications and improvements.

(a) An owner or developer who is aggrieved by the requirements of the Unified Development Code for land, right-of-way or easement dedications, construction of on-site or off-site improvements, or payments in lieu of any dedication or improvement, which are in excess of the "rough proportionality" of the impact of the development upon the city's infrastructure or services may appeal such requirement to the Planning Commission as a part of the submission of the preliminary plat, large scale development, subdivision, building permit, lot split, development permit, or otherwise within 10 days of notification of such development requirements. The appeal must be presented to the Planning Division in writing and state the grounds, or reasons for the appeal.

(b) The Planning Commission shall determine after public hearing whether the required dedications and improvements meet the "rough proportionality" of the impact of the development on city infrastructure and services. If the requirements are in excess of the "rough proportionality," the Planning Commission is empowered to modify or reduce such requirements to achieve "rough proportionality."

(2) Administrative Approvals.

(a) A resident of the city or an owner/developer who is aggrieved by a decision of the Zoning and Development Administrator regarding development matters that are approved administratively, as required by Chapter 166.02 (C) may appeal the decision to the Planning Commission. The appeal shall be submitted in writing to the Planning Division within 10 days of the final decision. The appeal shall be

limited to the applicable approval or denial criteria as follows:

(i) The development plan is not submitted in accordance with the requirements of Chapter 166 of the Fayetteville Unified Development Code.

(ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.

(iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by Chapter 166 of the Fayetteville Unified Development Code.

(iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.

(v) City water and sewer is not readily available to the property within the large scale development or preliminary plat and the developer has made no provision for extending such service to the development.

(vi) The developer refused to comply with UDC Ch. 166 pertaining to required on-site and off-site improvements.

(b) The appellant must include in the letter of appeal the specific code section with which the development application does not comply.

(c) The Planning Commission shall determine after public hearing whether the interpretation or discretionary decision should be upheld or modified in part or in whole.

(D) *Appeals to the Construction Board of Adjustment and Appeals.* When the administrative authority under Chapter 173 shall disapprove an application, or the applicant is aggrieved by the interpretation of the administrative authority, the applicant may appeal the decision to the Construction Board of Adjustment and Appeals.

(Code 1965, §17B-11.2(d), (e), App. A., Art. 10(6), 19(2), App. B, §III, App. C., Art. 10(6), 19(2), App. B, §III, App. C., Art. V, §A; Ord. No. 1747, 6-29-70; Ord. No. 1750, 7-6-70; Ord. No. 2109, 6-375; Ord. No. 2252, 7-6-76; Ord. No. 2538, 7-3-79; Ord. No. 2585, 12-4-79; Ord. No. 2697, 1-20-81; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-14-88; Code 1991, §§150.03, 158.67(B), 158.68(A), (B), 159.65, 160.048, 160.172, 160.176(A), (B), 161.11, 162..03(B), (C), 163.10(D); Ord. No. 3551, 6-4-91; Ord. No.3587, §1, 1-7-92; Ord. No. 3699, §3, 4-20-93; Ord. No. 3716, §2, 6-15-93, Ord. No. 3806, §1, 6-28-94;Ord. No. 3895, §1, 6-20-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3925, §7, 10-3-95; Ord. No. 3963, §9, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4368, §2, 2-5-02; Ord. No. 4377, §§1, 2, 3-5-02; Ord. 4652, 12-07-04; Ord. 5206, 12-16-08; Ord. 5296, 12-15-09)

155.07 Appeals To The Housing Board – Mobile Homes And Mobile Home Parks

(A) *Permit denied.* Any person whose application for a permit under Chapter 175 has been denied may request and shall be granted a hearing on the matter before the Housing Board.

(B) *Permit suspended.* Any person whose permit has been suspended, or who has received notice from the enforcement officer that his permit will be suspended unless certain conditions or practices at the mobile home park are corrected, may request and be granted a hearing on the matter before the Housing Board.

(C) *Petition deadline.* When no petition for hearing shall have been filed within 10 days following the day on which notice of suspension was served, such permit shall be deemed to have been automatically revoked at the expiration of such 10 days.

(Code 1965, §17B11.2(e); Ord. No. 2109, 6-3-75; Ord. No. 2583, 12-4-79; Ord. No. 3152, 11-19-85; Ord. No. 3153, 11-19-85; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Code 1991, §158.67; Ord. No. 4100, §2 (Ex. A), 6-16-98)

(Code 1965, §§13A-40, 13A-43; Ord. No. 1509, 8-8-66; Code 1991, §§156.017, 156.029; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04)).

155.08 Appeals From The Construction Board of Adjustments And Appeals

If the Construction Board of Adjustments and Appeals refuses to extend a building permit pursuant to §173.02 (B)(8) or to issue a new building permit for property for which a building permit has expired pursuant to §173.02 (B)(8), the owner may appeal to the City Council.

(Ord. 5019, 5-15-07)

155.09-155.99 Reserved

January 18, 2011

Dear Members of the Fayetteville City Council,

I apologize for the informal nature of this communication but I wanted to get this to the city clerk by your agenda deadline.

Attached please find copies of only a sample of the chain of communication between City officials and our company regarding the Huntingdon Heights project. In the fall of 2009, due to changes in the nature of code enforcement, we asked that the City be clearer as to its expectations for work approvals. As can be seen by the sheer volume of information that was provided, City officials complied with our request. And, therefore, the various departments had ample opportunity to point out deficiencies in the project. Without further belaboring the issues as to why so much documentation became necessary, please note the passages marked with an asterisk in the letters of November 19, 2009; April 13, 2010; and May 3, 2010. Each of these comments only refer to "verifying the thickness of the patch" for the drive at 3172 Warwick, none discuss a complete tear out and replacement as stated in the letter of December 6, 2010.

When I had the work that was required by engineering that related to Warwick Drive completed, I asked Bob Coker, the site inspector, if we had finally met all of the City requests before I paid and released the contractor. He stated that we had. To now rebid, remobilize, and do work that was never required, and cannot be supported by ordinance except to say that this is the way it's been done in the past is unreasonable.

I appreciate your consideration in this matter and hope you will find that it is reasonable to leave the perfectly functioning patch of the driveway at 3172 Warwick as it is.

Respectfully,

Greg House
For Huntingdon Heights, LLC

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

Fayetteville ARKANSAS
www.accessfayetteville.org

November 17, 2009
Eng # 7968

Brian Teague, P.E.
Community By Design
311 West Spring Street
Fayetteville, AR 72701

Re: Huntingdon Heights Lot 28 – Site Visit

Dear Mr. Teague:

To expedite the Certificate of Occupancy of the remaining structures for the referenced project as it pertains to the civil sitework, Engineering Division representatives (Chris Brown, Chuck Rutherford, Bob Coker, and Glenn Newman) performed a site visit on Friday November 13, 2009, and created the following list of outstanding items. This list should not be considered a final punch list, rather a list of items that require completion and/or correction as of this date.

Items required before Temporary Certificate of Occupancy for Building A2:

1. Water line depth at meter appears shallow at building A2. Fill around meter or adjust meter lid to grade. If grades are lowered, service lines may need to be lowered as well. Verify the final depth with the Meter Operation Division (Don Osburn 575-8384)
2. Erosion between building A2 and A3 needs to be corrected. Grading plan indicates sheet flow in this location with a constant 3:1 slope to the property line. This area must be stabilized as required by section 169.06(F)(4) *Revegetation* of the Unified Development Code. Staked sod on Hydroseeding with landscape fabric will be required. (typical for these slopes)
3. Grading needs to be completed at the transformer at the back or west side of building A2. Refer to the original grading plan which shows a swale and then a 3:1 backslope to tie to existing grade. The revised grading plan did not change grading in this location. Additional trees will need to be removed to meet the plans. Tree preservation fencing should be re-established before work proceeds in this area.
4. The drainage on the south side of building A2 needs to be corrected to flow around the building and not on the adjacent lot. Refer to the original grading plan. Additional trees will need to be removed to meet the plans and drainage report. The flow is also shown to continue down the back of the retaining wall.
5. Safety railing should be installed on the retaining wall as shown on the original plans.
6. Silt fence should be properly installed in front of building A2 until vegetation has been established. This areas must be stabilized as required by section 169.06(F)(4) *Revegetation* of the Unified Development Code.
7. Remove the inlet protection for detention vault and use this volume as a sediment trap during construction, the bypass currently flowing into Warwick from the blocked inlets is not acceptable.
8. The painting of the fire hydrant is not acceptable. The chains should not be painted and stuck to the hydrant. The paint should be mixed thoroughly and applied with a paint brush. Moving parts should be protected so that when the nuts are turned for flow, the paint should not peel off at the pivot points.
9. Clean up of all debris and excess construction material related to building A2, including material placed on adjacent property.

THE CITY OF FAYETTEVILLE, ARKANSAS
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November 19, 2009

Via Email: ghouse@housesinc.com

Mr. Greg House
Houses, Inc.

Re: Huntingdon Heights Inspection Status: AP#'s 33957, 37103, and 37698

Dear Mr. House:

The following is a list of items that needs to be completed prior to certificate of occupancy (CO) for the subject development:

Engineering Division (Glenn Newman 444-3424):

Please refer to the letter dated *November 17, 2009* from Glenn Newman to Brian Teague. For convenience, these requirements are also listed below:

To expedite the Certificate of Occupancy of the remaining structures for the referenced project as it pertains to the civil site work, Engineering Division representatives (Chris Brown, Chuck Rutherford, Bob Coker, and Glenn Newman) performed a site visit on Friday November 13, 2009, and created the following list of outstanding items. This list should not be considered a final punch list, rather a list of items that require completion and/or correction as of this date.

Items required before Temporary Certificate of Occupancy for Building A2:

1. Water line depth at meter appears shallow at building A2. Fill around meter or adjust meter lid to grade. If grades are lowered, service lines may need to be lowered as well. Verify the final depth with the Meter Operation Division (Don Osburn 575-8384)
2. Erosion between building A2 and A3 needs to be corrected. Grading plan indicates sheet flow in this location with a constant 3:1 slope to the property line. This area must be stabilized as required by section 169.06(F)(4) *Revegetation* of the Unified Development Code. Staked sod on Hydroseeding with landscape fabric will be required. (typical for these slopes)
3. Grading needs to be completed at the transformer at the back or west side of building A2. Refer to the original grading plan which shows a swale and then a 3:1 backslope to tie to existing grade. The revised grading plan did not change grading in this location. Additional trees will need to be removed to meet the plans. Tree preservation fencing should be re-established before work proceeds in this area.
4. The drainage on the south side of building A2 needs to be corrected to flow around the building and not on the adjacent lot. Refer to the original grading plan. Additional trees will need to be removed to meet the plans and drainage report. The flow is also shown to continue down the back of the retaining wall.
5. Safety railing should be installed on the retaining wall as shown on the original plans.

6. Silt fence should be properly installed in front of building A2 until vegetation has been established. This areas must be stabilized as required by section 169.06(F)(4) *Revegetation* of the Unified Development Code.
7. Remove the inlet protection for detention vault and use this volume as a sediment trap during construction, the bypass currently flowing into Warwick from the blocked inlets is not acceptable.
8. The painting of the fire hydrant is not acceptable. The chains should not be painted and stuck to the hydrant. The paint should be mixed thoroughly and applied with a paint brush. Moving parts should be protected so that when the nuts are turned for flow, the paint should not peel off at the pivot points.
9. Clean up of all debris and excess construction material related to building A2, including material placed on adjacent property.

Items required before the Final C of O for the buildings A1 and A2 and/or Temporary C of O for building A3:

1. Silt fence should be properly installed in front of building A3 until vegetation has been established. This areas must be stabilized as required by section 169.06(F)(4) *Revegetation* of the Unified Development Code
2. Remove all silt from the storm drainage system and vault.
3. A follow up certification from the GTS is required since it appears the retaining wall is bulging which may be an indicator that the structural integrity of the wall has been compromised. Confirm with the design engineer that the lack of 2 degree batter and the constructed height does not affect the structural integrity as GTS has indicated in their certification.
4. The workmanship of the concrete flume exiting on Warwick is not acceptable and does not match the detail.
5. Grading beyond the project limits not shown on grading plan is not authorized and shall be re-established to original contours and revegetated. The Urban Forester should be notified to verify no trees have been removed in this are, specifically the area north of the private drive.
6. The sidewalk and approach has settled and cracked on the east side of Warwick Drive where the new sanitary sewer main was installed in front of 3154 Warwick Drive. The back filling of the trench was not inspected nor was the placement of concrete for the sidewalk. The deficient areas shall be removed, subgrade should be inspected for firmness before placement of concrete for sidewalk.
7. An inspection was not requested for the sidewalk repair prior to the concrete placement. The sidewalk that has cracked at the existing sanitary sewer man-hole on the north side of the driveway at 3172 Warwick Drive must be repaired and add a joint at this location to prevent future cracking. Remove and replace to the nearest joint in each direction. Grading and sod should be replaced in this area also to meet predevelopment conditions.
8. An inspection was not requested for the approach patch for the private drive prior to the concrete placement. The thickness of the concrete must be verified at 3172 Warwick Drive. Remove and replace to proper width and thickness as required.
9. An inspection was not requested for the two street crossing for sanitary sewer extensions for this project that required a "Concrete/Asphalt Tee Patch". The material and thickness of the repair must be verified. Remove and replace to proper width and thickness as required.
10. An inspection was not requested for the asphalt patch for the private drive connection to the public street. The material and thickness of the repair must be verified.
11. Clean up of all debris and excess construction material related to the project, including material placed on adjacent property.

113 West Mountain · Fayetteville, AR 72701
Telecommunications Device for the Deaf TDD (479) 521-1316

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THE CITY OF FAYETTEVILLE, ARKANSAS
CITY PLANNING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

April 13, 2010

Mr. Brian Teague
Community by Design
311 West Spring Street
Fayetteville, AR 72701

Via Email: brian@communitybydesignllc.com

Re: Huntingdon Heights Inspection Status: AP#'s 37698, 37103, and 33957

Dear Mr. Teague:

The permits at 3164 and 3153 Barnsbury Terrace (AP#'s 37698 and 34103, also known as Buildings A1 and A2 on the site plan) are in violation of City ordinance for exceeding the 90-day temporary certificate of occupancy. Staff has been working with you and the owner/developer for many months to try and finalize these two buildings and there has been no visible work completed on the property since approximately November 2009. The initial 30-day temporary certificates of occupancy were issued on December 15, 2009 and have been extended two times. The temporary certificates of occupancy expired on March 15, 2010. This letter is a final attempt to set deadlines to complete the project in a timely fashion prior to us sending this project to the City Prosecutor. Final certificates of occupancy are required to be obtained as soon as possible.

To follow up the meetings you and Mr. House have had with City staff regarding the final inspections, and as you committed to completing these items in your letter dated March 17, 2010, the following items need to be completed within the timeframe outlined below. Failure to meet the deadlines noted below will require the Development Services Division to send this project to the City Prosecutor:

Engineering Division (Glenn Newman 444-3424):

By **May 1, 2010** (since this is a Saturday, the City will conduct a final walk-through on April 30, 2010) the following items must be completed:

1. Provide a 2 year maintenance bond in the amount of 25% of the actual construction cost of all public improvements (water and sanitary sewer) for the project. Submit documentation of unit price breakdown of construction cost for approval.
2. A follow up certification from the GTS is required since it appears the retaining wall is bulging which may be an indicator that the structural integrity of the wall has been compromised. Confirm with the design engineer that the lack of 2 degree batter and the constructed height does not affect the structural integrity as GTS has indicated in their certification.
3. Safety railing must be installed on the retaining wall as shown on the original plans.
4. Safety railing must be installed adjacent to the entry way of building A2 due to the drop off and steep slope.
5. Grading must be completed at the electric transformer at the back/ west side of building A2.

6. Erosion between building A2 and A3 must be corrected and stabilized. Based on previous conversations, the city will accept rip-rap stabilization in this area.
7. Silt fence should be properly installed as required to contain sediment on site until vegetation has been established. This area must be stabilized as required by section 169.06(F)(4) *Revegetation* of the Unified Development Code since last earthwork disturbance has been in excess of 14 days.
8. Remove the inlet protection for detention vault and use this volume as a sediment trap during construction, the bypass currently flowing into Warwick from the blocked inlets is not acceptable.
9. Remove all silt from the storm drainage system and vault. .

If the above items are completed on schedule by May 1, 2010, the Engineering Division will recommend extending the Temporary Certificate of Occupancy for buildings A1 and A2 for an additional 45 days (until **June 15, 2010**) to complete the following tasks:

1. The workmanship of the concrete flume exiting on Warwick in front of building A1 is not acceptable and does not match the approved detail. Reconstruct to match detail and request inspection.
2. Grading beyond the project limits not shown on grading plan was not authorized. The disturbed area must be graded to a maximum of a 3:1 slope, utilities adjusted, and re-vegetated per 169.06(F)(4) *Revegetation* of the Unified Development Code. Written permission of adjacent property owner is not required, since this is the same owner.
3. The sidewalk and approach has settled and cracked on the east side of Warwick Drive where the new sanitary sewer main was installed in front of 3154 Warwick Drive. The back filling of the trench was not inspected nor was the placement of concrete for the sidewalk. The deficient areas shall be removed, subgrade should be inspected for firmness before placement of concrete for sidewalk.
4. The sidewalk that has cracked at the existing sanitary sewer man-hole on the north side of the driveway at 3172 Warwick Drive must be repaired and add a joint at this location to prevent future cracking. Remove and replace to the nearest joint in each direction. Grading and sod should be replaced in this area also to meet predevelopment conditions.

If the above items are completed on schedule by June 15, 2010 Engineering will recommend extending the TCO for buildings A1 and A2 for an additional 45 days (until **July 30, 2010**) to complete the following tasks:

1. An inspection was not requested for the approach patch for the private drive prior to the concrete placement. The thickness of the concrete must be verified at 3172 Warwick Drive. Remove and replace to proper width and thickness as required.
2. An inspection was not requested for the two street crossing for sanitary sewer extensions for this project that required a "Concrete/Asphalt Tee Patch". The material and thickness of the repair must be verified. Remove and replace to proper width and thickness as required.
3. An inspection was not requested for the asphalt patch for the private drive connection to the public street. The material and thickness of the repair must be verified.
4. Final removal all silt from the storm drainage system and vault.
5. Clean up of all debris and excess construction material related to the project, including material placed on adjacent property.

All above items must be completed and accepted by the city prior to July 30, 2010 which will allow the applicant to obtain a Final Certificate of Occupancy for buildings A1 and A2. There will be no additional extensions to the Temporary Certificate of Occupancy for buildings A1 and A2. Written documentation is

required by the Owner/Engineer for each milestone date confirming the required items are complete and have been inspected and accepted by the city Engineering Division.

Prior to obtaining a Temporary Certificate of Occupancy of Building A3 (The Last Building), the following items must be performed or provided to the satisfaction of the Engineering Division:

1. The work shown on the civil site package must be complete and the items on the final punch list completed.
2. One (1) set of as-built drawings (excluding details) of the complete project including drainage patterns as a hard copy and in Tiff or PDF format;
3. Certification that the streets, storm sewer, water and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
4. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
5. Surveyor's Certification of Compliance.
6. The As- Built Final Drainage Report as a hard copy and in PDF format.

Please note, site inspections, at the time Building A3 is complete, may identify additional requirements not included in this transmittal.

The engineer of record shall provide construction inspection for this project including the final inspection in the presence of city staff and generate the official punchlist.

The public works inspector (PWI) shall be notified no less than 48 hours prior to the installation of public utilities, infrastructure, roadway, etc. Testing shall be coordinated and scheduled with the PWI as well.

Please call to schedule the site inspection when the site work is being performed.

If you have any questions, please call Glenn Newman at 575-8206.

Solid Waste Division (Brian Pugh 718-7685):

- Prior to temporary CO for building A3 the dumpster enclosure with dumpster needs to be installed.

Tree and Landscape (Greg Howe 444-3470):

By **May 1, 2010** numerous erosion issues listed above by the Engineering Division, and also noted below, need to be addressed:

- Erosion control fence and soil stabilization is lacking throughout the site, and soil is washing down the site into storm drainage. There is no erosion control at all on the south side of the driveway.

Prior to final CO for any of the buildings:

- The tree preservation area needs to be inspected and approved. Contact Greg Howe for a final inspection and review of the post-construction tree preservation plan.

- Landscape requirements must be completed including installation of two large species shade trees along the project's Warwick Street frontage. The existing trees and crepe myrtle recently planted do not meet code.

Fire Department (Mark Stevens 444-3448):

Prior to final CO the following items need to be completed:

- Buildings A1 and A2. Fire lane no parking area painted with red strips in front of Building A3.
- Buildings A1 and A2. All drive areas with 20-26 feet distance from curb face to curb face require NO PARKING FIRE LANE identification (Arkansas Fire Code D103.6.1) this is required because it is not a public street and is a fire access road (Arkansas Fire Code 502).
- Building A3.
  - Fire extinguishers provided and inspection tagged by a certified/licensed company located within 75 feet maximum travel distance from any location inside the residence (Arkansas Fire Code 906 and NFPA 10). Extinguishers may be installed in weather protected (plastic or metal) cabinets on the exterior of the building in locations that comply with the 75 feet travel distance requirement.
  - Proper building address numbers to be provided.

Building Safety (Vel Moses 575-8224):

- Building A1 items to be completed: 101-Seal blocking under upper deck and seal all exterior holes i.e. HVAC, gas lines, cables, T&P; extend drain line below cable boxes within 6 inches of the ground; secure dryer vents; fix or remove temp power; vapor barrier incomplete in the crawl; remove trash and construction debris under the dwelling; grippable handrail (102) entry; light for the attic (103) move to access.
- Building A2. Has been completed
- Building A3. A final inspection has not been requested or conducted. Call to schedule a final inspection.

Planning (Andrew Garner 575-8262):

- Prior to final CO for Buildings A1, A2, or A3 the site work must be completed with parking spaces and drive aisles striped.
- Prior to final CO for Buildings A1 or A2, the non-conforming light fixtures throughout the development need to be removed or retro-fitted to meet City lighting ordinance, site erosion and clean-up issues need to be addressed, and two street trees installed.
- Prior to temporary CO for Building A3 the dumpster enclosure with dumpster shall be installed.

If you have any questions, please call me at 575-8262.

Sincerely,

Andrew Garner
Senior Planner

Cc: Greg House (ghouse@housesinc.com);Glenn Newman (gnewman@ci.fayetteville.ar.us); Brian Pugh (bpugh@ci.fayetteville.ar.us); Mark Stevens (mstevens@ci.fayetteville.ar.us); Terry Lawson (tlawson@ci.fayetteville.ar.us); Vel Moses (vmoses@ci.fayetteville.ar.us); Greg Howe (ghowe@ci.fayetteville.ar.us); Jeremy Pate (jpate@ci.fayetteville.ar.us)

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THE CITY OF FAYETTEVILLE, ARKANSAS

March 25, 2010

Mr. Brian Teague
VIA EMAIL brian@communitybydesignllc.com

Re: Huntingdon Heights Response Letter Dated March 17, 2010

Dear Mr. Teague:

This letter is City staff's response to your letter dated March 17, 2010.

Staff agrees with your proposal that the dumpster enclosure be a requirement for temporary CO of building A3.

The City Engineering Division response is as follows:

- Staff agrees that items #1, #2, and #3 be performed now.
- Staff agrees with allowing the documentation items #1a, #1b, #1d-#1g be postponed until building A3 is ready for a TCO.
- Staff disagrees with allowing items #4-#11 to be required for TCO of building A3. Many of these items are specifically tied to building A1 & A2, specifically items #4, #6, #9, #10, #11 and should be completed with buildings A1 and A2.
- In addition to the above items, the safety railing is required above the retaining wall, hand railing is required on building A2 or eliminate drop off and make the slope no steeper that 3:1, and the erosion between building A2 and A3 must be stabilized, all of which have been discussed previously.

Please contact me if you have any questions.

Sincerely,

Andrew Garner
Senior Planner

cc: Greg House, Owner/Developer
Jeremy Pate, Development Services Director
Greg Howe, Urban Forester
Vel Moses, Building Safety Division
Brian Pugh, Solid Waste Division
Mark Stevens, Fire Department
Glenn Newman, Engineering Division
Chris Brown, Engineering Division

THE CITY OF FAYETTEVILLE, ARKANSAS
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May 3, 2010

Mr. Brian Teague
Community by Design
311 West Spring Street
Fayetteville, AR 72701

Via Email: brian@communitybydesignllc.com

Re: Huntingdon Heights Inspection Status: AP#'s 37698, 37103, and 33957

Dear Mr. Teague:

As we have discussed with you on several occasions, the permits at 3164 and 3153 Barnsbury Terrace (AP#'s 37698 and 34103, also known as Buildings A1 and A2 on the site plan) are in violation of City ordinance for exceeding the 90-day temporary certificate of occupancy. Staff has been working with you and the owner/developer for many months to try and finalize these two buildings. A letter to you dated April 13, 2010 was a final attempt to set deadlines to complete the project in a timely fashion prior to us sending this project to the City Prosecutor. An initial deadline for several items was set for May 1, 2010. An inspection by the City on April 30, 2010 and your letter dated April 30, 2010, along with a check provided to the City on April 30, 2010 indicated adequate progress towards the May 1st checklist we have given you.

In order to continue progress towards finalizing the subject permits, the following items need to be completed within the timeframe outlined below. Failure to meet the deadlines noted below will require the Development Services Division to send this project to the City Prosecutor:

Engineering Division (Glenn Newman 444-3424):

By **June 1, 2010** the following item must be completed:

1. Provide a 2 year maintenance bond or letter of credit in the amount of 25% of the actual construction cost of all public improvements (water and sanitary sewer) for the project. A check covering the required amount was submitted on April 30, 2010, with the request by the bank to not cash the check for a period of 30 days, to allow adequate time to process a letter of credit.

If the above items are completed on schedule by June 1, 2010, the Engineering Division will recommend extending the Temporary Certificate of Occupancy for buildings A1 and A2 for an additional 14 days (until **June 15, 2010**) to complete the following tasks:

1. All exposed soil, specifically to the north of A3 be temporary seeded as required in the grading ordinance where construction activities have ceased for more than 15 days, in accordance with UDC 169.06(F)(4).
2. Staff has concerns with the functionality of the rip rap provided between buildings A2 and A3. This should be reevaluated with staff by the deadline.

3. The workmanship of the concrete flume exiting on Warwick in front of building A1 is not acceptable and does not match the approved detail. Reconstruct to match detail and request inspection.
4. Grading beyond the project limits not shown on grading plan was not authorized. The disturbed area must be graded to a maximum of a 3:1 slope, utilities adjusted, and re-vegetated per 169.06(F)(4) *Revegetation* of the Unified Development Code. Written permission of adjacent property owner is not required, since this is the same owner.
5. The sidewalk and approach has settled and cracked on the east side of Warwick Drive where the new sanitary sewer main was installed in front of 3154 Warwick Drive. The back filling of the trench was not inspected nor was the placement of concrete for the sidewalk. The deficient areas shall be removed, subgrade should be inspected for firmness before placement of concrete for sidewalk.
6. The sidewalk that has cracked at the existing sanitary sewer man-hole on the north side of the driveway at 3172 Warwick Drive must be repaired and add a joint at this location to prevent future cracking. Remove and replace to the nearest joint in each direction. Grading and sod should be replaced in this area also to meet predevelopment conditions.

If the above items are completed on schedule by June 15, 2010 Engineering will recommend extending the TCO for buildings A1 and A2 for an additional 45 days (until **July 30, 2010**) to complete the following tasks:

1. An inspection was not requested for the approach patch for the private drive prior to the concrete placement. The thickness of the concrete must be verified at 3172 Warwick Drive. Remove and replace to proper width and thickness as required.
2. An inspection was not requested for the two street crossing for sanitary sewer extensions for this project that required a "Concrete/Asphalt Tee Patch". The material and thickness of the repair must be verified. Remove and replace to proper width and thickness as required.
3. An inspection was not requested for the asphalt patch for the private drive connection to the public street. The material and thickness of the repair must be verified.
4. Final removal all silt from the storm drainage system and vault.
5. Clean up of all debris and excess construction material related to the project, including material placed on adjacent property.
6. The temporary electrical service (no longer being used) behind building A2 shall be removed as a safety concern.

All above items must be completed and accepted by the city prior to July 30, 2010 which will allow the applicant to obtain a Final Certificate of Occupancy for buildings A1 and A2. There will be no additional extensions to the Temporary Certificate of Occupancy for buildings A1 and A2. Written documentation is required by the Owner/Engineer for each milestone date confirming the required items are complete and have been inspected and accepted by the city Engineering Division.

Prior to obtaining a Temporary Certificate of Occupancy of Building A3 (The Last Building), the following items must be performed or provided to the satisfaction of the Engineering Division:

1. The work shown on the civil site package must be complete and the items on the final punch list completed.
2. One (1) set of as-built drawings (excluding details) of the complete project including drainage patterns as a hard copy and in Tiff or PDF format;

3. Certification that the streets, storm sewer, water and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
4. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
5. Surveyor's Certification of Compliance.
6. The As- Built Final Drainage Report as a hard copy and in PDF format.

Please note, site inspections, at the time Building A3 is complete, may identify additional requirements not included in this transmittal.

The engineer of record shall provide construction inspection for this project including the final inspection in the presence of city staff and generate the official punchlist.

The public works inspector (PWI) shall be notified no less than 48 hours prior to the installation of public utilities, infrastructure, roadway, etc. Testing shall be coordinated and scheduled with the PWI as well.

Please call to schedule the site inspection when the site work is being performed.

If you have any questions, please call Glenn Newman at 575-8206.

Solid Waste Division (Brian Pugh 718-7685):

- Prior to temporary CO for building A3 the dumpster enclosure with dumpster needs to be installed.

Tree and Landscape (Greg Howe 444-3470):

Prior to final CO for any of the buildings:

- Permanent erosion control and soil stabilization throughout the site needs to be installed and inspected.
- The tree preservation area needs to be inspected and approved. Contact Greg Howe for a final inspection and review of the post-construction tree preservation plan.
- Landscape requirements must be completed including installation of two large species shade trees along the project's Warwick Street frontage. The existing trees and crepe myrtle recently planted do not meet code.

Fire Department (Mark Stevens 444-3448):

Prior to final CO the following items need to be completed:

- Buildings A1 and A2. Fire lane no parking area painted with red strips in front of Building A3.
- Buildings A1 and A2. All drive areas with 20-26 feet distance from curb face to curb face require NO PARKING FIRE LANE identification (Arkansas Fire Code D103.6.1) this is required because it is not a public street and is a fire access road (Arkansas Fire Code 502).
- Building A3.

- Fire extinguishers provided and inspection tagged by a certified/licensed company located within 75 feet maximum travel distance from any location inside the residence (Arkansas Fire Code 906 and NFPA 10). Extinguishers may be installed in weather protected (plastic or metal) cabinets on the exterior of the building in locations that comply with the 75 feet travel distance requirement.
- Proper building address numbers to be provided.

Building Safety (Vel Moses 575-8224):

- Building A1 items to be completed: 101-Seal blocking under upper deck and seal all exterior holes i.e. HVAC, gas lines, cables, T&P; extend drain line below cable boxes within 6 inches of the ground; secure dryer vents; fix or remove temp power; vapor barrier incomplete in the crawl; remove trash and construction debris under the dwelling; grippable handrail (102) entry; light for the attic (103) move to access.
- Building A2. Has been completed
- Building A3. A final inspection has not been requested or conducted. Call to schedule a final inspection.

Planning (Andrew Garner 575-8262):

- Prior to final CO for Buildings A1, A2, or A3 the site work must be completed with parking spaces and drive aisles striped.
- Prior to final CO for Buildings A1 or A2, the non-conforming light fixtures throughout the development need to be removed or retro-fitted to meet City lighting ordinance, site erosion and clean-up issues need to be addressed, and two street trees installed.
- Prior to temporary CO for Building A3 the dumpster enclosure with dumpster shall be installed.

If you have any questions, please call me at 575-8262.

Sincerely,

Andrew Garner
Senior Planner

Cc: Greg House (ghouse@housesinc.com);Glenn Newman (gnewman@ci.fayetteville.ar.us); Brian Pugh (bpugh@ci.fayetteville.ar.us); Mark Stevens (mstevens@ci.fayetteville.ar.us); Terry Lawson (tlawson@ci.fayetteville.ar.us); Vel Moses (vmoses@ci.fayetteville.ar.us); Greg Howe (ghowe@ci.fayetteville.ar.us); Jeremy Pate (jpate@ci.fayetteville.ar.us)

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THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

Greg House
House Inc.
217 N East Ave
Fayetteville, AR 72701

December 6, 2010
Eng # 7968

Re: Huntingdon Heights Lot 28
Temporary Certificate of Occupancy for Building A3
Engineering Requirements

Dear Mr. House:

In response to your request to obtain a Temporary Certificate of Occupancy (TCO) for Building A3 made to Building Safety December 2, 2010, we have prepared a list of outstanding items that will need to be completed to the satisfaction of the Engineering Division as identified below, before Engineering approval will be given:

1. The existing concrete patch in the driveway at 3172 Warwick Drive is not acceptable and must be corrected as specified below and as detailed in the attached sketch. As you are aware, the existing patch was constructed without supervision or inspection by the Engineering Division, and does not meet standards of acceptability with regard to the limits of the patch or the concrete finish.
    a. Remove the existing concrete patch and continue the saw cut south, the width of the driveway, saw cut along the edge of pavement, remove the existing concrete, place new 6" thick concrete the width of the driveway for a total of approximately 100 sf, finish to match existing surface.
    b. Coordinate with the property owner to minimize disruption, multiple repair phases may be required.
    c. Contact Chuck Rutherford to schedule inspection before placement of new concrete.
2. Final removal all silt from the storm drainage system and vault is required.
3. Remove the chlorination piping used to test the water main and backfill the area.

After these items are completed, please contact the Engineering Division for a final inspection.

In addition to the construction related items listed above, the following items must be performed or provided to the satisfaction of the Engineering Division prior to Engineering approval of a TCO:

1. The work shown on the civil site package must be complete and the items on the final punch list completed.
2. One (1) set of as-built drawings (excluding details) of the complete project including drainage patterns as a hard copy and in Tiff or PDF format;
3. Certification that the streets, storm sewer, water and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
4. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
5. Surveyor's Certification of Compliance.
6. The As- Built Final Drainage Report as a hard copy and in PDF format.

If you have any questions, please call me at 575-8206.

Sincerely,

Chris Brown, P.E.,
City Engineer

Contact homeowner and schedule to minimize disruption, may have two separate pours.
Remove and replace approximately 100 sf of apron with 6" concrete. Sawcut to create smooth straigh lines. Finish to match existing surface. Call Chuck Rutherford 575-8291 to schedule an inspection before placing concrete.

Greg House

From: Greg House [ghouse@housesinc.com]
Sent: Tuesday, December 07, 2010 4:46 PM
To: 'Andrew Garner'; 'jpate@ci.fayetteville.ar.us'
Cc: 'Brian Teague'
Subject: FW: Huntingdon Heights Lot 28
Attachments: Conditions for A3.pdf

Gentlemen – On May 3, 2010 in a letter to Brian, Andrew clarified where we stood with respect to the items that needed to be addressed and the deadlines for each as part. In reliance on that letter we moved forward and have completed all the physical work required therein. In addressing the issue of the approach patch for 3172 Warwick, I specifically asked the inspection department how they suggested that "the thickness of the concrete ...be verified", as stated in Andrew's letter. I asked if we should do a core drill or just expose the pour by digging adjacent to the patch, it was determined that exposing the edge by digging was sufficient, which we did and this was observed by Bob. To be asked to remove this patch for a third time, when this was not in the scope of work detailed in the May understanding and considering the fact that the "patch" has been in place for over a year and a half with no signs of failure, and that we have posted a maintenance bond for public improvements seems patently unreasonable. Please advise – Greg House

---

From: Glenn Newman [mailto:gnewman@ci.fayetteville.ar.us]
Sent: Tuesday, December 07, 2010 9:10 AM
To: 'Greg House'
Cc: Chris Brown
Subject: Huntingdon Heights Lot 28

Mr. House,

Please see the attached letter identifying the necessary items to obtain the TCO for the referenced project as it relates to the Engineering Division.

Glenn E. Newman, Jr., P.E.
Staff Engineer
City of Fayetteville Engineering Department
113 W. Mountain, Fayetteville, AR 72701
p. 479-575-8206 f. 479-575-8202
http://www.accessfayetteville.org
Telecommunication Device for the Deaf
TDD 479-521-1316

Greg House

From: Jeremy Pate [jpate@ci.fayetteville.ar.us]
Sent: Wednesday, December 22, 2010 3:06 PM
To: ghouse@housesinc.com
Subject: Huntingdon Heights Follow-up

Greg,
I did some research into other projects that we have inspected in the past, along with projects where the city has made water/sewer taps that affected existing driveways. In those cases, we have required a full driveway approach be replaced, so what I am seeing Chris detail for you is common practice. I guess I'm not sure where the misunderstanding is, if this is the same policy we have used for years for both public and private projects. You are welcome to sit down with Chris specifically so that everyone is clear where a sawcut is needed and to what extent concrete would need to be replaced in the driveway repair; however, I would highly recommend that you make sure the area for construction is inspected and signed off on before proceeding with another patch. The engineering division has had this same discussion for a number of months now, with what I feel is the same message being conveyed. I have not heard another message being communicated other than the existing patch is not acceptable; my recommendation is to follow through with this punch list item in order to move forward with Huntingdon Heights.

thanks,
Jeremy

Jeremy C. Pate
Development Services Director
City of Fayetteville, Arkansas

Greg House

From: Greg House [ghouse@housesinc.com]

Sent: Thursday, January 06, 2011 2:34 PM

To: 'jpate@ci.fayetteville.ar.us'

Cc: 'kwilliams@ci.fayetteville.ar.us'

Subject: Huntingdon Heights

Jeremy – I am in receipt of Andrew Garner's communication of this morning stating that it is your decision that you will deny our request for TCO's for the building we have been calling A3 in Huntingdon Heights until we finish the apron at 3172 Warwick in the manner specified in your last communication with me. As you know I disagree with your position with respect to the necessity of this work and that it is our position that all that was required was verification of the patch's thickness as per Andrew's letter of May 3, 2010.

After a discussion with Kit this morning per his suggestion, I would propose the following; Huntingdon Heights (hereafter HH) will lodge an appeal of your decision with the City Council this afternoon. In the interim, assuming all the other requirements have been met per the May 3, 2010 letter, HH be granted TCO's for building A3. If HH's appeal is not successful, within 45 days of the council's decision HH will redo the apron according to the specifications outlined in your email of Dec. 22nd, 2010. In the meantime the City is protected by the bond that has already been posted.

HH has tenants ready to move in at a moments notice if permitted and HH has obligations to its lender as well as other expenses that accrue on a daily basis, therefore, if TCO's for these units are not granted, HH will be irreparably harmed and will be forced to seek other remedies if we cannot reach an agreement as to the best way to move forward. I will need a response by noon tomorrow in order to best protect HH's interests.

Respectfully,

Greg House
for Huntingdon Heights, LLC
217 N. East Ave.
Fayetteville, AR 72701
Phone: (479) 521-9155
Fax: (479)521-6199
ghouse@housesinc.com
www.housesinc.com

AGENDA REQUEST

FOR: COUNCIL MEETING OF MARCH 15, 2011

FROM:

ALDERMAN MATTHEW PETTY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §117.102 **Pedicab Permitted Zone Of Operation And Approved Fixed Routes** (B) *Route Approval* And (F) Of The Fayetteville Code To Allow Use Of Pedicabs On Streets With A Posted Speed Limit Of Thirty-Five (35) Miles Per Hour Or Higher If Authorized By The Transportation Services Director and (D) To Allow Pedicabs To Operate On Scull Creek Trail, Mud Creek Trail And Frisco Trail

APPROVED FOR AGENDA:

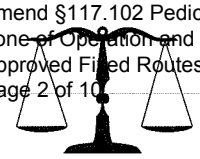
Matthew Petty, Alderman — Feb 22, 2011 Date

City Attorney (as to form) — Feb 22, 2011 Date

02-23-11A09:46 RCVD

Kim G.

Left on the First Reading at the 3/15/11 CC Mtg.



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Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams**, City Attorney

DATE: **February 22, 2011**

RE: **Pedicabs permitted on streets with 35 m.p.h. and higher limits; and pedicabs permitted by right on the full length of Frisco Trail, Scull Creek Trail and Mud Creek Trail**

Alderman Petty brought these proposed changes to the Pedicab Ordinance to the Ordinance Review Committee and won a recommendation of approval. These ordinances are now presented to the City Council as a whole for its consideration.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §117.102 **PEDICAB PERMITTED ZONE OF OPERATION AND APPROVED FIXED ROUTES** (B) *ROUTE APPROVAL* AND (F) OF THE FAYETTEVILLE CODE TO ALLOW USE OF PEDICABS ON STREETS WITH A POSTED SPEED LIMIT OF THIRTY-FIVE (35) MILES PER HOUR OR HIGHER IF AUTHORIZED BY THE TRANSPORTATION SERVICES DIRECTOR AND (D) TO ALLOW PEDICABS TO OPERATE ON SCULL CREEK TRAIL, MUD CREEK TRAIL AND FRISCO TRAIL

WHEREAS, pedicab operators would like the option to operate their pedicabs on streets and highways in Fayetteville with speed limits of 35 m.p.h. or higher upon approval of the Transportation Services Director; and

WHEREAS, pedicab operators would like the right to operate on Scull Creek Trail, Mud Creek Trail and Frisco Trail without needing the approval of the Transportation Services Director.

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 §117.102 **Pedicab Permitted Zone of Operation and Approved Fixed Routes** (B) *Route Approval* (1) by repealing the last sentence of this subsection that prohibits operation of pedicabs on any street with a posted speed limit of 35 m.p.h. or more, other than to cross such street.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §117.102 **Pedicab Permitted Zone of Operation and Approved Fixed Routes** by repealing subsection (F) in its entirety and enacting a replacement (F) as shown below:

> "(F) No pedicab shall be operated on a street with posted speed limit of thirty-five (35) miles per hour or greater, except for the purpose of crossing that street unless authorized by the Transportation Services Director."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends §117.102 **Pedicab Permitted Zone Of Operation And Approved Fixed Route** by repealing (D) of the Fayetteville Code in its entirety and enacting a new (D) as follows:

> "(D) *Operation on City Trails.* Pedicabs may be operated on the entire length of the Frisco Trail, the Scull Creek Trail and the Mud Creek Trail, except that portions of these trails may be closed to pedicabs by the Parks and Recreation Director for special events or if the trail section is deemed too narrow for pedicabs or if use of pedicabs on the section of trail could cause safety issues. The Parks and Recreation Director may authorize pedicab operations on other city transportation trails. Pedicabs may not operate on any recreation trails in city parks (such as Lake Fayetteville, Wilson Park, Gulley Park, etc.)."

PASSED and **APPROVED** this 15th day of March, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §117.102 **PEDICAB PERMITTED ZONE OF OPERATION AND APPROVED FIXED ROUTES** (B) *ROUTE APPROVAL* AND (F) OF THE FAYETTEVILLE CODE TO ALLOW USE OF PEDICABS ON STREETS WITH A POSTED SPEED LIMIT OF THIRTY-FIVE (35) MILES PER HOUR OR HIGHER IF AUTHORIZED BY THE TRANSPORTATION SERVICES DIRECTOR AND (D) TO ALLOW PEDICABS TO OPERATE ON SCULL CREEK TRAIL, MUD CREEK TRAIL AND FRISCO TRAIL

WHEREAS, pedicab operators would like the option to operate their pedicabs on streets and highways in Fayetteville with speed limits of 35 m.p.h. or higher upon approval of the Transportation Services Director; and

WHEREAS, pedicab operators would like the right to operate on Scull Creek Trail, Mud Creek Trail and Frisco Trail without needing the approval of the Transportation Services Director.

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 §117.102 **Pedicab Permitted Zone of Operation and Approved Fixed Routes** (B) *Route Approval* (1) by repealing the last sentence of this subsection that prohibits operation of pedicabs on any street with a posted speed limit of 35 m.p.h. or more, other than to cross such street.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §117.102 **Pedicab Permitted Zone of Operation and Approved Fixed Routes** by repealing subsection (F) in its entirety and enacting a replacement (F) as shown below:

> "(F) No pedicab shall be operated on a street with posted speed limit of thirty-five (35) miles per hour or greater, except for the purpose of crossing that street unless authorized by the Transportation Services Director."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends §117.102 **Pedicab Permitted Zone Of Operation And Approved Fixed Route** by repealing (D) of the Fayetteville Code in its entirety and enacting a new (D) as follows:

> "(D) *Operation on City Trails.* Pedicabs may be operated on the entire length of the Frisco Trail, the Scull Creek Trail and the Mud Creek Trail, except that portions of these trails may be closed to pedicabs by the Transportation Services Director for special events or if the trail section is deemed too narrow for pedicabs or if use of pedicabs on the section of trail could cause safety issues. The Transportation Services Director may authorize pedicab operations on other city transportation trails. Pedicabs may not operate on any recreation trails in city parks (such as Lake Fayetteville, Wilson Park, Gulley Park, etc.)."

PASSED and **APPROVED** this 15th day of March, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CURRENT LAW

Permitted Zone Of Operation into such zone or onto an approved route where operations may begin. The City Council may further restrict the hours and dates of operation in Pedicab Permitted Zone Of Operation for any or all pedicab companies.

(B) *Route Approval.*

(1) All routes outside of the permitted zone of operation shall be approved by the city's Transportation Services Director. In no event shall a requested route permit operation of a pedicab on any street with a posted speed limit of thirty-five (35) miles per hour more, other than to cross said street.

(2) Operators shall submit to the city's Transportation Services Director all requests for temporary changes in authorized routes, or for participation in special events such as festivals, parades or weddings, not less than three (3) days before the effective date of the change or event.

changes proposed

(C) No pedicab shall be operated in a location where such operation is not authorized by this ordinance or prohibited by the laws of the State of Arkansas or the Fayetteville City Code.

(D) No pedicab may operate on city transportation trails without the express prior approval of the route and fare by the Transportation Services Director. Pedicabs may not operate on any recreational trails in city parks (such as Lake Fayetteville, Wilson Park, Gulley Park, etc.).

(E) The operator of a pedicab shall maintain at least one hand on the handlebars at all times during movement of the pedicab.

(F) No pedicab shall be operated on a street with a posted speed limit of thirty-five (35) miles per hour or greater, except for the purpose of crossing that street.

(G) No pedicab shall be operated using a gas powered assist motor.

117.103 Pedicab Driver's Permit

(A) *Pedicab Driver's Permit Required.* No person shall operate a pedicab for hire or for a gratuity upon the streets of the city, and no person who owns or controls a pedicab shall permit it to be so operated, unless the driver of said vehicle shall have first obtained and shall have then in force a pedicab driver's permit issued under the provisions of this article.

(B) *Pedicab Driver's Permit Application.*

(1) An application for a pedicab driver's permit shall be filed with the Fayetteville Police Department on forms provided by the city. Such application shall be verified under oath and shall contain the following information:

(a) Valid current Arkansas Driver's license.

(b) The names and addresses of four (4) residents of the county, who have known the applicant for a period of one year and who will vouch for the sobriety, honesty, and general good character of the applicant;

(c) A concise history of the applicant's employment;

(d) Proof of training in the use and operation of a pedicab pursuant to a curriculum approved by the chief of police.

(e) Proof of existing employment or a promise of employment when a pedicab driver's permit is issued with the pedicab company that has a valid Certificate of Public Convenience and Necessity.

(C) *Police Investigation.* The police department shall conduct an investigation of each applicant for a pedicab driver's permit, and a report of such investigation with a copy of the traffic and police record of the applicant, if any, shall be attached to the application for the consideration of the chief of police.

(D) *Issuance of Permit.* The chief of police or designee shall, upon consideration of the application and the reports required to be attached thereto, approve or reject the application. If the application is rejected, the applicant may request a personal appearance before the city council to offer evidence why his/her application should be reconsidered.

(E) *Form and Term of Permit.*

(1) Upon approval of an application for a pedicab driver's permit, the chief of police or designee shall issue a permit to the applicant for an issuance fee of $35.00, which shall bear the name, address, age, signature, and photograph of the applicant.

(2) The pedicab driver's permit shall remain in effect unless suspended or revoked until

Kit handed out at Agenda Session 3/8/11

Fayetteville ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Jeremy Pate, Development Services Director
Connie Edmonson, Parks and Recreation Director

FROM: **Kit Williams**, City Attorney

DATE: **March 8, 2011**

RE: **A.D.A. Implications of allowing pedicabs on City trails**

Last month I was asked by Parks and Engineering to review a new Federal Regulation, Subpart A which was issued "to effectuate (the) . . . Americans with Disabilities Act . . . which prohibits discrimination on the basis of disability by public entities (like Fayetteville)." Section 35.101 Purpose. City staff was concerned that this regulation would require the City to remove our restrictions against golf carts and vehicles with gas engines from City trails. I replied that I believed that the City had properly enacted its trail vehicle restrictions for "legitimate safety requirements necessary for the safe operation of its (trails). . . ." Section 35.130(h).

Our trails were not designed, nor built to accommodate vehicles the size of golf carts and contain many sections (sharp turns under bridges with limited sight distance, long tunnels even more narrow than the normal trail, consistently narrow trail lanes in which pedestrians could not be passed without driving into the oncoming traffic lane, etc.) which would pose obvious and real safety problems. Therefore, the restrictions on "golf carts and comparably sized vehicles" within Section 71.170 of the Fayetteville Code is legally supportable.

The City Council properly allowed electrically powered wheelchairs, scooters and bicycles on City trails partly to accommodate persons with mobility disabilities, while prohibiting "golf carts or comparably sized vehicles nor any gas powered vehicles. . . ."Section 71.170 of the Fayetteville Code. Thus, I think our Code currently complies with the new Federal Regulations enforcing the A.D.A.

However, pedicabs approach the size and bulk of golf carts. **If the City changes its ordinance to allow extensive use of the Fayetteville trails by pedicabs, we may no longer be able to legally exclude golf carts from the City trails**. Our safety argument based upon vehicle size would be very weakened if not destroyed.

Even though the A.D.A. was enacted only to protect disabled persons, the City would have a difficult time limiting golf cart use only to those with true mobility disabilities. Our employees are prohibited from asking a person using a "mobility device" (golf cart) "about the nature and extent of the individual's disability." Section 35.137(c)(1). Fairly reasonable and innocent questions could violate this provision and cause the City legal liability. If we asked the exact proper question, we would have to "accept as a credible assurance a verbal representation . . . that the (golf cart) is being used for a mobile disability." Id. Thus, policing the trails to restrict the use of golf carts to those actually disabled would be very difficult. A City employee could inadvertently violate this Federal Regulation by asking why the use of the golf cart was necessary since we are prohibited from asking questions "about the nature and extent of the individual's disability." Id.

CONCLUSION

Removing the current prohibition of pedicabs on most City trails at most times will bring potential legal liability onto the City from the A.D.A. and the new Federal Regulations enforcing it against cities. It would also be legally dangerous to try to allow golf carts on the trails only for mobility disabled persons because of the likelihood that a well intentioned City employee would ask a "forbidden question."

AGENDA REQUEST

FOR: COUNCIL MEETING OF MARCH 15, 2011

FROM:

ALDERMAN MATTHEW PETTY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §174.03 **Exemptions** Of Chapter 174 **Signs** Of The Fayetteville Code To Allow Advertising On Pedicabs

APPROVED FOR AGENDA:

Matthew Petty, Alderman — FEB 22, 2011 Date

City Attorney (as to form) — Feb 22, 2011 Date

02-23-11P01:49 RCVD
Kim G.

Left on the First Reading at the 3/15/11 CC mtg.

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Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams**, City Attorney

DATE: **February 23, 2011**

RE: **Alderman Petty's proposed ordinance for signs on pedicabs**

Alderman Petty brought this proposed ordinance to the Ordinance Review Committee along with his other proposed changes. The Ordinance Review Committee split two to two on whether to recommend approval or denial and then voted to forward it to the whole City Council without a recommendation.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §174.03 **EXEMPTIONS** OF CHAPTER 174 **SIGNS** OF THE FAYETTEVILLE CODE TO ALLOW ADVERTISING ON PEDICABS

WHEREAS, pedicab companies would like to be able to place advertising signs for other businesses on their pedicabs.

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 §174.03 **Exemptions** of Chapter 174 **Signs** of the Fayetteville Code by enacting a new (S) as shown below:

> "(S) *Pedicabs*. Pedicabs not operating on city trails may be allowed one advertising sign placed upon the rear of the pedicab and extending no higher than the stock body of the pedicab. The sign shall not be illuminated and shall not exceed six square feet (2' x 3'). Prior to displaying this sign publicly, such sign as attached to the pedicab must be presented to the Zoning and Development Administrator for permitting and, if the sign is in full compliance with this subsection, approval."

PASSED and **APPROVED** this 15th day of March, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS
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Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams**, City Attorney

DATE: **February 23, 2011**

RE: **Proposed ordinance to allow offsite advertising signs on pedicabs**

I must oppose this proposed ordinance as a weakening of the legal supports of our Sign Ordinance. After much discussion and consideration, the Fayetteville Board of Directors decades ago passed Fayetteville's Sign Ordinance which required numerous businesses to remove their existing signs and replace them with signs conforming to the new standards. The ordinance also required the removal of all bill boards and other **off-site advertising signs**. This ban on offsite signs is the heart of the Sign Ordinance.

Fayetteville's Sign Ordinance was not supported by many businesses, and the Sign Ordinance was challenged in Court several times. The Arkansas Supreme Court upheld the constitutionality of our Sign Ordinance as properly supported by the City of Fayetteville's legitimate considerations of traffic safety and aesthetics. Our neighboring cities, especially Springdale, initially scoffed at our Sign Ordinance which was supposed to kill our commercial sales. Decades later Springdale has almost caught us in population, but as shown in the most recent City & Town magazine (Feb. 2011), Springdale's commercial sales are less than 58% of ours. In fact statewide, only Fort Smith with $3.0 million in monthly municipal sales tax receipts tops our $2.5 million. No other city collects even $2.0 million. These facts show that our Sign Ordinance has made our City more attractive not only to citizens, but our commercial establishments.

Most of our neighboring cities have, too late, tried to follow our lead with their own sign ordinances. Unfortunately, the sign lobby convinced the Legislature to enact a law to prevent other cities from forcing the removal of billboards as Fayetteville accomplished. Other cities such as Bentonville have tried other ways to reduce the number of billboards (which are large off-site signs) in their city.

According to the Northwest Arkansas Times, February 19, 2011, page 2A, Mayor Bob McCaslin stated: "Anything we can do to reduce the number of billboards in town is a plus for all of us. None of us want to have a thoroughfare where there is nothing but signs sticking up in the air." Mayor McCaslin was defending an ordinance that allowed the installation of an electronic billboard for every four standard billboards which are removed. After a two-sided electronic billboard was installed the headline read: "Officials Question Billboard Decision." Aldermen said these electronic billboards are "very bright and very distracting, especially at night," and "a bad idea."

Rather than facing a billboard problem and following Bentonville's effort to do everything possible to reduce the number of billboards, the City of Fayetteville needs to ensure its long standing Sign Ordinance banning billboards and all off-site signs is preserved. Would allowing off-site advertising signs (small billboards) on pedicabs endanger the legal support of our Sign Ordinance? It would be another chink in our legal armor for it would provide an exemption to the off-site prohibition which our Sign Ordinance states is necessary to achieve our aesthetics and traffic safety goals.

Two years ago I informed you that **a sign regulation that allows too many exemptions could be held invalid by a court because the exemptions have undermined the goals the ordinance was supposed to protect**. Billboard companies look at city sign ordinances and examine them for constitutional weaknesses such as excessive exemptions. This recently happened to Los Angeles.

Los Angeles adopted its sign ordinance on April 30, 2002, supported by the same purposes of the Fayetteville Sign Ordinance passed decades earlier: traffic safety and aesthetics. In eight early appeals to the Arkansas Supreme Court and a more recent appeal to the Eighth Circuit Court of Appeals, our Sign Ordinance (with some necessary amendments) has been held constitutional.

The Los Angeles ordinance was challenged by a billboard company, Metro Lights, which installed several billboards (off-site signs) in violation of the sign ordinance. The Federal District Court struck down the L.A. sign ordinance on grounds that the city had allowed too many exemptions for off-site signs at transit stops and on busses which undermined the City's grounds of aesthetics and traffic safety.

> "(T)he Supreme Court has held that a regulation can be unconstitutional if it 'in effect restricts too little speech because its exemptions ... diminish the credibility of the government's rationale for restricting speech in the first place.' City of Ladue v. Gilleo, 512 U.S. 43, 50-51, 52 (1994)." Metro Lights v. City of Los Angeles, Case No. 07-55179, page 46 (January 6, 2009, 9th Cir.)

Fortunately, the Ninth Circuit Court of Appeals reversed the decision in favor of the billboard company and held Los Angeles' Sign Ordinance did past constitutional muster.

> "It is well-established that traffic safety and aesthetics constitute substantial government interests." Id. at 45

CONCLUSION

As City Attorney, I am charged with the defense of the constitutionality and legality of all the city ordinances that the City Council passes. None has been attacked in Court more than our Sign Ordinance. Therefore, I remain concerned about anything that could weaken the constitutional and legal support for the Sign Ordinance which certainly includes too many exemptions to its most basic prohibition against off-site signage.

I must oppose this proposed new exemption for off-site signs on pedicabs as I will any additional off-site advertising sign exemption. I opposed the exemption for advertising signs on taxicabs and buses. Adding an exemption for pedicabs because taxicabs were given one is not a question of fairness, but of weakening our Sign Ordinance still further.

Be thankful that the hard work of prohibiting billboards and other off-site signs was accomplished by your predecessors on the Fayetteville Board of Directors decades ago. Now, rather than wrestling with "Anything we can do to reduce the number of billboards in town," like our neighboring cities, we must only be careful to **preserve** our Sign Ordinance's prohibition of billboards and other off-site signs.

January 2011 Municipal Levy Receipts and January 2011 Municipal/County Levy Receipts with 2010 Comparison (shaded gray)

CITY SALES AND USE	AMOUNT	
Alexander	43,076.42	28,353.59
Alma	174,965.90	190,023.33
Almyra	2,031.55	1,551.66
Alpena	2,308.33	2,285.31
Altheimer	2,063.74	1,986.07
Altus	6,104.14	5,046.04
Amity	8,349.39	7,712.10
Anthonyville	73.76	
Arkadelphia	145,690.05	132,321.89
Ash Flat	78,733.70	78,133.14
Ashdown	107,171.55	114,295.76
Atkins	31,450.76	44,196.30
Augusta	20,120.73	23,380.15
Austin	6,450.88	6,301.20
Avoca	2,604.40	2,738.91
Bald Knob	46,109.54	87,922.65
Barling	19,726.18	19,096.86
Batesville	303,057.87	298,389.25
Bauxite	10,939.06	7,646.76
Bearden	7,927.61	11,162.46
Beebe	68,690.38	70,226.10
Beedeville	182.05	78.94
Bella Vista	80,868.79	1,889.82
Belleville	1,593.42	626,900.50
Benton	595,231.11	1,131,207.61
Bentonville	1,386,755.66	138.82
Berryville	149,805.23	155,371.43
Bethel Heights	35,375.02	12,407.16
Black Rock	5,885.20	4,841.03
Blevins	1,578.99	1,482.08
Blue Mountain	115.49	192.17
Blytheville	259,326.40	284,672.21
Bonanza	1,069.98	2,713.03
Booneville	79,904.85	84,414.68
Bradley	4,104.16	5,793.81
Branch	1,181.68	1,539.67
Briarcliff	906.24	749.05
Brinkley	80,504.11	86,175.04
Bryant	838,828.64	789,172.93
Bull Shoals	10,882.39	10,436.23
Cabot	599,058.79	622,083.90
Caddo Valley	30,121.48	14,307.42
Calico Rock	20,827.56	21,190.26
Camden	248,193.76	247,995.85
Carlisle	26,864.19	27,135.31
Cave Springs	7,958.92	7,797.38
Centerton	49,989.77	59,851.78
Charleston	22,613.87	21,424.73
Cherry Valley	2,623.89	3,595.73
Chidester	2,041.67	2,678.42
Clarendon	19,977.55	22,980.31
Clarksville	154,101.22	156,750.80
Clinton	81,158.76	90,729.15
Conway	1,731,809.53	1,700,194.87
Corning	73,957.25	72,631.63
Cotter	7,030.40	8,356.80
Cotton Plant	1,991.04	1,594.92
Cove	8,892.85	9,616.10
Crossett	331,220.09	373,962.24
Danville	37,090.98	37,892.10
Dardanelle	141,432.73	146,610.89
Decatur	12,854.40	11,998.26
DeQueen	89,319.53	90,499.11
Dermott	21,972.24	23,742.93
Des Arc	17,340.90	14,088.54
DeValls Bluff	4,519.96	3,321.28
DeWitt	134,886.33	139,172.05
Diamond City	2,338.81	1,358.91
Diaz	2,497.06	2,195.08
Dierks	12,300.61	11,745.24
Dover	16,367.77	15,806.81
Dumas	103,874.85	111,871.07
Dyer	848.98	1,041.21
Earle	20,106.92	25,260.62
East Camden	3,138.58	4,631.89
El Dorado	434,064.97	476,939.68
Elkins	27,038.18	35,652.17
Elm Springs	2,655.49	2,790.67
England	54,403.69	54,519.71
Etowah	505.90	624.05
Eudora	26,350.95	28,074.84
Eureka Springs	146,913.59	149,215.89
Fairfield Bay	19,076.33	19,005.04
Farmington	84,848.95	57,173.21
Fayetteville	2,512,665.24	2,564,237.94
Flippin	40,533.74	40,320.17
Fordyce	71,889.35	85,383.82
Foreman	5,928.68	8,131.49
Forrest City	165,849.13	160,176.46
Fort Smith	3,078,957.44	2,890,216.81
Fouke	6,805.78	10,947.42
Fountain Hill	344.56	402.29
Franklin	3,329.43	2,079.53
Garfield	4,079.22	4,431.11
Garland	2,605.18	1,654.21
Gassville	27,552.89	25,815.38
Gentry	29,481.63	44,736.55
Gilbert	312.76	134.30
Gillett	7,981.51	5,769.55
Gillham	1,775.28	1,478.38
Gilmore	274.21	428.59
Glenwood	51,726.09	52,155.23
Gosnell	13,342.68	12,809.12
Gould	3,062.83	2,800.25
Grady	2,947.82	2,850.57
Gravette	39,041.60	45,624.30
Green Forest	24,174.95	28,855.75
Greenbrier	106,057.43	111,842.16
Greenland	8,535.19	14,664.73
Greenwood	146,439.71	151,239.87
Guion	2,567.88	1,638.17
Gurdon	26,826.19	29,328.84
Guy	5,138.95	6,957.19
Hackett	3,561.43	4,295.39
Hamburg	31,784.53	23,133.93
Hardy	15,533.35	17,734.91
Harrisburg	19,790.37	25,228.15
Harrison	231,203.96	234,830.71
Hartford	1,644.70	1,922.86
Haskell	10,602.00	10,032.91
Hatfield	2,744.45	3,141.39
Havana	2,394.02	3,703.28
Hazen	41,666.14	31,279.57
Heber Springs	124,894.65	130,134.51
Helena-West Helena	233,698.37	227,230.08
Hermitage	3,983.17	4,184.61
Highfill	58,616.06	51,952.51
Highland	23,896.58	27,844.40
Holly Grove	6,912.54	4,807.92
Hope	157,523.26	155,413.82
Horseshoe Bend	18,810.77	18,683.08
Hot Springs	1,305,823.74	1,289,646.90
Hoxie	13,080.79	13,615.53
Hughes	8,608.96	7,876.31
Humphrey	1,622.55	2,829.33
Huntington	5,995.06	2,043.38
Huntsville	42,338.48	45,128.78
Imboden	6,122.23	
Jacksonville	534,296.69	571,827.23
Jasper	11,710.27	24,646.00
Jennette	93.16	117.88
Johnson	30,805.61	37,302.88
Joiner	1,798.57	1,863.77
Jonesboro	1,198,006.01	1,163,171.98
Keiser	2,356.39	2,775.47
Keo	1,102.55	1,086.16
Kibler	1,381.05	1,791.19
Kingsland	928.33	941.67
Lake City	0.17	136.80
Lake Village	56,977.20	58,220.66
Lakeview	3,259.62	3,252.71
Lamar	6,804.11	7,277.28
Lepanto	20,756.46	18,609.47
Leslie	4,429.37	3,344.64
Lewisville	6,626.61	7,870.98
Lincoln	14,811.42	17,305.14
Little Flock	3,204.21	3,053.33
Little Rock	1,803,162.22	1,750,261.41
Lonoke	125,946.82	115,266.20
Lowell	162,221.07	162,662.97
Luxora	2,851.53	3,188.53
Madison	952.47	1,199.97
Magazine	3,825.43	10,787.52
Magnolia	383,775.63	384,364.48
Malvern	136,262.85	140,159.30
Mammoth Spring	6,134.46	6,561.41
Manila	13,989.90	14,264.63
Mansfield	27,958.35	34,270.79
Marianna	65,316.96	71,289.07
Marion	135,815.29	143,242.84
Marked Tree	42,281.70	46,773.72
Marshall	11,477.84	11,769.01
Marvell	22,454.44	19,094.32
Maumelle	151,181.21	165,999.92
Mayflower	48,487.73	41,155.57
McCrory	17,329.08	16,456.43
McGehee	152,235.20	141,635.26
Melbourne	27,476.82	27,684.98
Mena	128,325.33	129,194.55
Menifee	4,344.98	4,956.68
Mineral Springs	3,526.29	4,287.33
Monticello	157,802.74	152,035.84
Moro	2,093.54	2,481.34
Morrilton	132,079.94	127,636.96
Mount Ida	15,300.41	17,390.99
Mountain Home	343,563.14	318,057.52
Mountain View	157,704.02	169,111.12
Mountainburg	11,326.09	10,800.01
Mulberry	18,076.75	17,677.04
Murfreesboro	20,126.72	18,666.09
Nashville	97,702.31	93,097.75
Newport	146,717.56	149,973.26
Norfork	3,253.75	2,777.41
Norman	1,812.85	1,499.35
North Little Rock	1,222,917.24	1,231,286.30
Oak Grove	748.40	843.06
Ola	7,718.06	4,751.45
Oppelo	1,993.81	2,436.34
Osceola	85,584.72	82,046.84
Oxford	1,478.84	1,373.71
Ozark	68,756.79	65,160.21
Palestine	7,554.85	7,744.02
Paragould	336,979.52	320,580.89
Paris	21,997.34	22,083.81
Patmos	136.83	174.76
Patterson	924.85	1,622.58
Pea Ridge	21,136.40	21,464.79
Perla	1,729.45	2,212.46
Perryville	16,740.90	16,877.18
Piggott	51,255.38	30,060.68
Pine Bluff	558,556.57	563,011.00
Pineville	1,595.72	1,395.51
Plainview	2,977.68	3,599.14
Plumerville	4,005.81	3,472.66
Pocahontas	103,205.40	108,825.95
Portia	1,967.94	2,311.68
Pottsville	18,064.43	20,644.36
Prairie Grove	54,164.36	56,119.11
Prescott	35,919.46	27,870.50
Pyatt	1,185.71	1,203.49
Quitman	24,530.54	21,904.05
Ravenden	2,964.62	2,885.23
Rector	22,292.72	22,589.69
Redfield	11,346.00	12,614.41
Rison	10,212.60	11,469.55
Rockport	3,250.04	2,466.68
Roe	376.73	527.04
Rogers	1,906,032.68	1,834,279.25
Rose Bud	15,787.97	17,038.44
Russellville	830,065.51	836,730.26
Salem	18,412.36	16,907.49
Searcy	249,680.64	236,974.74
Shannon Hills	8,568.08	8,895.55
Sheridan	177,393.26	165,431.53
Sherrill	760.79	877.92
Sherwood	366,043.17	388,337.67
Shirley	3,332.13	3,693.07
Siloam Springs	435,446.34	460,129.67
Sparkman	3,448.85	3,161.59
Springdale	1,446,371.57	1,494,075.07
Springtown	37.80	208.43
St. Charles	1,836.14	1,621.22
Stamps	10,716.03	11,848.57
Star City	63,103.89	60,395.33
Stephens	5,677.08	5,033.65
Stuttgart	342,595.30	296,609.46
Sulphur Springs	1,114.99	1,007.79
Summit	2,145.23	2,179.20
Sunset	824.92	750.69
Swifton	2,948.72	2,950.52
Taylor	4,350.00	8,108.43
Texarkana	331,211.73	316,965.01
Texarkana Special	165,499.39	158,061.83
Thornton	773.25	1,171.79
Tontitown	63,773.25	81,036.78
Trumann	61,581.85	64,320.83
Tuckerman	13,520.70	16,952.18
Turrell	5,207.75	4,838.50
Twin Groves	541.01	704.51
Tyronza	1,686.01	1,801.23
Van Buren	273,366.36	262,465.48
Vandervoort	309.56	291.58
Vilonia	68,022.79	56,880.57
Viola	2,153.65	2,683.35
Wabbaseka	605.70	803.82
Waldenburg	6,529.19	6,218.57
Waldron	41,883.86	40,328.39
Walnut Ridge	59,996.36	57,976.06
Ward	13,401.72	13,742.37
Warren	61,554.16	56,450.67
Washington	1,002.91	672.95
Weiner	6,680.95	6,898.58
West Fork	19,552.55	21,955.63
West Memphis	478,648.70	490,984.52
Wheatley	2,950.03	3,732.08
White Hall	58,154.44	48,436.55
Wickes	2,485.38	2,821.70
Wiederkehr Village	2,010.87	2,444.02
Wilton	1,299.15	1,330.25
Yellville	15,841.92	17,485.17
COUNTY SALES AND USE	**AMOUNT**	
Arkansas County	251,722.33	224,947.08
Ashley County	207,996.08	320,374.60
Crossett	51,181.60	52,961.44
Fountain Hill	1,334.73	1,381.15
Hamburg	25,511.05	26,398.20
Montrose	4,415.54	4,569.09
Parkdale	3,164.75	3,274.80
Portland	4,633.79	4,794.93
Wilmot	6,598.13	6,827.57
Baxter County	277,906.17	260,144.20
Big Flat	1,272.16	1,190.85
Briarcliff	2,935.76	2,748.12
Cotter	11,265.97	10,545.92
Gassville	20,868.34	19,534.57
Lakeview	9,333.26	8,736.74
Mountain Home	134,702.35	126,093.05
Norfork	5,920.44	5,542.05
Salesville	5,345.54	5,003.88
Benton County	680,615.54	633,079.02
Avoca	6,723.97	6,254.35
Bella Vista	248,485.00	231,129.95
Bentonville	313,626.47	291,721.73
Bethel Heights	11,349.69	10,556.98
Cave Springs	17,533.20	16,308.62
Centerton	34,112.64	31,730.10
Decatur	20,887.24	19,428.40
Elm Springs	206.65	192.2
Garfield	7,789.00	7,244.9
Gateway	7,852.58	7,304.7
Gentry	38,722.46	36,017.9
Gravette	30,075.08	27,974.9
Highfill	10,395.93	9,669.8
Little Flock	41,090.95	38,221.0
Lowell	85,551.83	79,576.6
Pea Ridge	37,291.82	34,687.2
Rogers	629,414.79	585,454.3
Siloam Springs	172,359.44	160,321.2
Springdale	31,966.69	29,734.0
Springtown	1,812.13	1,685.5
Sulphur Springs	10,666.17	9,921.2
Boone County	312,038.37	316,782.2
Alpena	3,267.30	3,316.9
Bellefonte	4,537.91	4,606.9
Bergman	4,617.33	4,687.5
Diamond City	8,281.69	8,407.6
Everton	1,928.61	1,957.9
Harrison	137,861.85	139,957.3
Lead Hill	3,255.95	3,305.4
Omaha	1,871.89	1,900.3
South Lead Hill	998.34	1,013.5
Valley Springs	1,894.58	1,923.3
Zinc	862.22	875.3
Bradley County	112,301.52	104,592.8
Banks	754.17	702.4
Hermitage	4,832.94	4,501.2
Warren	40,486.11	37,707.0
Calhoun County	55,465.89	63,626.4
Hampton	14,236.12	16,330.6
Harrell	2,641.66	3,030.3
Thornton	4,661.23	5,347.0
Tinsman	676.19	775.6
Carroll County	127,106.68	131,356.4
Beaver	478.68	494.6
Blue Eye	181.39	187.4
Chicot County	177,283.18	174,261.2
Dermott	20,069.08	19,726.9
Eudora	15,155.30	14,896.9
Lake Village	15,176.81	14,918.1
Clark County	315,758.43	301,550.5
Clay County	44,662.71	45,914.5
Datto	275.07	282.7
Greenway	691.92	711.3
Knobel	1,015.19	1,043.6
McDougal	552.97	568.4
Nimmons	283.57	291.5
Peach Orchard	552.97	568.4
Pollard	680.57	699.6
St. Francis	708.93	728.8
Success	510.43	524.7
Cleburne County	335,425.74	296,276.9
Concord	2,801.92	2,474.9
Fairfield Bay	1,604.24	1,417.0
Greers Ferry	10,218.77	9,026.1
Heber Springs	70,674.35	62,425.6
Higden	1,109.78	980.2
Quitman	7,515.75	6,638.5
Cleveland County	32,471.62	32,459.3
Kingsland	1,621.10	1,620.4
Rison	4,588.90	4,587.1
Columbia County	351,035.06	341,142.5
Emerson	584.84	568.3
Magnolia	19,167.79	18,627.6
McNeil	1,078.45	1,048.0
Taylor	922.06	896.0
Waldo	2,596.76	2,523.5
Conway County	296,368.27	254,617.1
Menifee	3,395.11	2,916.8
Morrilton	71,504.79	61,431.5
Oppelo	7,914.65	6,799.6
Plumerville	9,322.92	8,009.5
Craighead County	272,379.62	264,127.1
Bay	29,141.90	28,258.9
Black Oak	4,630.32	4,490.0
Bono	24,479.20	23,737.5
Brookland	21,565.01	20,911.6
Caraway	21,840.23	21,178.5
Cash	4,759.84	4,615.6
Egypt	1,635.18	1,585.6
Jonesboro	898,784.74	871,553.7
Lake City	31,667.53	30,708.0
Monette	19,087.95	18,509.6
Crawford County	229,349.82	218,154.1
Alma	38,264.83	36,396.9
Cedarville	10,421.65	9,912.9
Chester	910.63	866.1
Dyer	5,380.99	5,118.3
Kibler	8,913.13	8,478.0
Mountainburg	6,273.22	5,967.0
Mulberry	14,965.60	14,235.0
Rudy	662.28	629.9
Van Buren	174,638.47	166,113.4
Crittenden County	567,881.82	567,396.5
Anthonyville	1,313.42	1,312.3
Clarkedale	325.73	325.4
Crawfordsville	2,700.39	2,698.0
Earle	15,950.19	15,936.5
Edmondson	2,695.14	2,692.8
Gilmore	1,380.67	1,379.4
Horseshoe Lake	1,686.43	1,684.9

Amend 174.03 Exemptions
Handed out at the City Council Meeting 3/15/

AGENDA REQUEST

FOR: COUNCIL MEETING OF MARCH [redacted]**Y 15, 2011**

FROM:

SARAH LEWIS, COUNCILMEMBER

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §117.47 **Advertising** Of The Fayetteville Code To Remove Authorization To Place Advertising Signs On Taxicabs

APPROVED FOR AGENDA:

Sarah Lewis, Councilmember — Date: 2/8/11

City Attorney — Date: Feb 8, 2011

02-23-11A09:46 RCVD

Kim J.

Left on the First Reading at the 3/15/11 CC Mtg.

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams**, City Attorney

DATE: **February 8, 2011**

RE: **Amendment of §117.47 Advertising to remove authority for advertising signs on taxicabs**

Councilmember Sarah Lewis asked that I draft an ordinance to repeal that portion of a 2004 ordinance that for the first time allowed advertising signs on taxis. She did not ask that the ordinance prohibit advertising signs on a bus.

From a legal point of view to protect the integrity of Fayetteville's Sign Ordinance, I opposed allowing signs on cabs or buses. I now support Councilmember Lewis' suggestion that advertising signs no longer be allowed on taxis. Allowing such signs on taxis weakens the City's primary legislative purposes: aesthetics and traffic safety: that support our Sign Ordinance and its ban on off-site signs (billboards). Too many exceptions to such a ban could cause a Court to reason that the ordinance will no longer achieve its goals and thus be invalid. That would mean the return of billboards to Fayetteville. Therefore, I oppose any further exceptions to our ban on off-site signs so that Fayetteville's Sign Ordinance may endure.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §117.47 **ADVERTISING** OF THE FAYETTEVILLE CODE TO REMOVE AUTHORIZATION TO PLACE ADVERTISING SIGNS ON TAXICABS

WHEREAS, prior to 2004, owners of taxicabs could not place signs advertising other businesses on their cabs; and

WHEREAS, even after the change in 2004, most taxicabs do not display such signs which cause a detrimental aesthetic impact upon the citizens and City of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §117.47 **Advertising** of the Fayetteville Code it its entirety and enacts a replacement §117.47 as follows.

"**§117.47 Bus Placards.**

"Subject to the restrictions provided herein, it shall be lawful for any person owning or operating a bus to permit advertising matter to be affixed or installed in or on such bus. The advertising shall not in any way obstruct the vision of the driver of the vehicle. Advertising on a bus shall be limited to one sign on each side of the vehicle and one sign on the rear of the vehicle, none of which signs shall exceed 12 square feet in area. It shall be unlawful for any person to display on any bus any advertisement of tobacco products, alcoholic beverages, x-rated motion pictures, or any advertisement that is false, misleading or deceptive."

PASSED and **APPROVED** this 15th day of March, 2011.

APPROVED: ATTEST:

By: _____ By: _____

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

Current law

117.47 Advertising

(A) Subject to the restrictions provided herein, it shall be lawful for any person owning or operating a taxicab, bus, van, or motor vehicle for hire to permit advertising matter to be affixed or installed in or on such taxicab, bus, van, or motor vehicle for hire. The advertising shall not in any way obstruct the vision of the driver of the vehicle. Advertising on a taxicab shall be limited to one sign located on the rear of the vehicle which sign shall not exceed nine square feet in area. Advertising on a bus or van shall be limited to one sign on each side of the vehicle and one sign on the rear of the vehicle, none of which signs shall exceed 12 square feet in area.

(B) It shall be unlawful for any person to display on any taxicab, bus, van, or motor vehicle for hire any advertisement of tobacco products, alcoholic beverages, x-rated motion pictures, or any advertisement that is false, misleading, or deceptive.

(Code 1965, §20-33.10; Ord. No. 1910, 4-3-73; Ord. No. 2750, 8-18-81; Code 1991, §117.47; Ord. 4623, 10-05-04; Ord. 4661, 12-21-04)

117.48 Enforcement

The police department possesses the authority under existing law to issue citations as appropriate.

(Code 1965, §20-33.11; Ord. No. 1910, 4-3-73; Code 1991, §117.48; Ord. 4623, 10-05-04; Ord. 4661, 12-21-04)

117.49 Meter Rates Established

(A) It shall be unlawful for any person, owning, operating, driving, or in charge of any taxicab for hire in the city to drive or operate such taxicab, or to use or advertise in connection therewith the word "taxi," "taxicab," or "cab" or in soliciting trade from the public to represent or exhibit such vehicle as a "taxi," "taxicab," or "cab" unless such vehicle is equipped with an approved fare meter according to the provisions of this chapter. An approved fare meter is a meter that registers accumulating fare charge with each amount being visible to passenger(s).

(B) Taxi services provided to patrons utilizing City issued taxi coupons shall be based on a zone rate system with the initial meter charge, charge per mile and additional person charge incorporated into a flat rate per zone. The Zone Rate shall be used exclusively by all taxicabs excluding waiting time except as provided in subsection (D) below. The ceiling rates shall apply to all taxicabs operating in the city. The initial zone rates are set out as follows:

Ceiling rate, no more than a rate of:

(a) Travel within One Zone $8.00

(b) Travel incorporating Two Zones $12.00

(c) No charge for additional person shall be charged.

(d) Waiting time ceiling rate, not to exceed $10.00 per hour.

(C) Taxi companies shall utilize the zone of the trip origination and zone of the trip destination for purposes of valuation for the trip.

(D) A taxicab operator may make special contractual arrangements in advance with persons at fares either higher or lower than those set forth by this article, but such contract must be in writing and a copy thereof filed with the City Clerk.

(Ord. 4751, 9-06-05; Ord 4777, 10-04-05)

117.50-117.59 Reserved

ARTICLE V
LIMOUSINE SERVICE

117.60 Definition

For the purpose of this article, the following definition shall apply unless the context clearly indicates or requires a different meaning.

Limousine service. Transportation service over the streets of the city, in a type of automobile commonly referred to as a limousine. This definition expressly excludes taxicabs.

(Code 1965, §20-34; Ord. No. 1080, 4-4-55; Ord. No. 2099, 4-15-75; Code 1991, §117.60; Ord. No 4623, 10-05-04; Ord. 4661, 12-21-04)

117.61 License Required; Fee

It is hereby declared to be a privilege for any person to furnish limousine service, and no person shall engage in such undertaking without first paying to the city an annual license fee of $100.00 for each limousine used on the streets of the city, for the privilege of engaging in such business, and obtaining a Certificate of Public Convenience and Necessity. The fee shall be paid on or before January 1st of each year.

(Code 1965, §20-35; Ord. No. 1080, 4-4-55; Ord. No. 2099, 4-15-75; Code 1991, §117.61; Ord. No. 4623, 10-05-04; Ord. 4661, 12-21-04)

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/2011
City Council Meeting Date
Agenda Items Only

Andrew Garner	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

VAC 11-3764: (Ozark Dermatology, 251): Submitted by Johnny Quinn for property located at 152 East Appleby Road. The property is zoned R-O, Residential Office. The request is to vacate a portion of a utility easement.

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

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date

City Attorney — 3/18/11 Date

Finance and Internal Services Director — 3-18-2011 Date

Chief of Staff — 3-18-11 Date

Mayor — 3/21/11 Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 03-17-11 P03:26 RCVD

Received in Mayor's Office 3/18/11 ENTERED

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Director

From: Andrew Garner, Senior Planner

Date: March 16, 2011

Subject: VAC 11-3764 (Ozark Dermatology Utility Easement Vacation)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating an alley on the subject property containing approximately 436 square feet.

BACKGROUND

The subject property is located at 152 East Appleby Road and contains a medical office and parking lot. There is a 60-foot utility easement that traverses diagonally across the site. It appears that this easement was originally designated as a general utility easement, but that the original purpose was to preserve the right of clear passage of two separate high pressure gas pipelines across the site. There do not appear to be any other utilities in the easement besides two gas pipelines that are located in the center of the easement, as shown on the submitted survey. The applicant's request is to vacate 3-foot strip of the 60-foot wide easement (436 square feet) as indicated on the submitted survey and legal description.

DISCUSSION

The applicant has submitted the required notification forms to the utility companies and to the City water, sewer, engineering, solid waste, and transportation divisions with no objections to the vacation of the easement. On March 14, 2011 the Planning Commission unanimously forwarded this request to the City Council with a recommendation for approval.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 11-3764 SUBMITTED BY MCCLELLAND CONSULTING ENGINEERS, INC. FOR PROPERTY LOCATED AT 152 EAST APPLEBY ROAD TO VACATE A PORTION OF A UTILITY EASEMENT, A TOTAL OF 436 SQUARE FEET.

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

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following utility easement 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 following Condition of Approval and shall not be in effect until this condition is met:

"Any relocation of existing utilities shall be at the owner/developer's expense."

PASSED and **APPROVED** this day of , 2011.

APPROVED: ATTEST:

By: _____ By: _____

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

EXHIBIT "A"

VAC 11-3764

APPLEBY ROAD
32 FOOT WIDE CONCRETE ROAD
WITH CURB AND GUTTER

SCALE: 1"= 20'

20 10 0 20 40
15 5

NW CORNER
LOT 8 BLOCK 8
REGENCY NORTH
PHASE 2

N 00°09'58" E
64.99'
N 22°34'39" W
266.36'

limits of utility easement
(per NOTE: B UTILITY EASEMENT)

S 89°52'06" E 173.34'

ADJOINER 1
ZONE: RMF-24

65.04'

S 89°52'06" E 61.79'

3.25'

TWO GAS WARNING SIGNS

North line of Lot 2, Block 3

CONC. FLUME

DUMPSTER PAD

20' D.E.

ADJOINER 2
RMF-24

S 07°14'54" W

160.13'

ADJOINER 3
RMF-24

ADJOINER 4
RMF-24

ADJOINER 7
ZONE: R-A

ADJOINER 8
ZONE: RMF-24

R.W.

159.89'

CONCRETE DRIVE AND PARKING LOT

curb line

N 22°34'39" W
S 22°34'39" E
N 22°34'39" W

centerline of utility easement
(per NOTE: B UTILITY EASEMENT)

S 22°34'39" E

10-3/4" HIGH PRESSURE GAS

8-5/8" HIGH PRESSURE GAS

173.59'

Easement area to be vacated

3.0'

CONCRETE SIDEWALK

25' B.S.B.

CONCRETE PARKING

1.44'

173.49'

173.49'

173.49'

LOT 2, BLOCK 3
Washington County Tax Parcel # 765-09995-000

SINGLE STORY BRICK DERMATOLOGY CLINIC

25.0'

35.0'

60.0'

2.80'

N 07°07'49" E

CONCRETE SIDEWALK

LOT 2
LOT 3

LOT LINE

30'

NORTH 30 FEET OF LOT 3, BLOCK 3
Washington County Tax Parcel # 765-09996-000

3.25'

South line of North 30 feet of Lot 3, Block 3

N 89°47'15" W

34.71'

27.12'

37.96'

173.01'

N 22°34'

P.O.B. OF THE ENTIRE EASEMENT

N 89°47'15" W

ADJOINER 5
ZONE: R-O

This is to certify to Kevin St. Clair, that on January 3, 2011 a survey was

PROPERTY DESCRIPTION
Lot 2 and the North 30 feet of Lot 3, Block 3, of Final Plat of Regency North, Phase 2, a subdivision to the City of Fayetteville, Arkansas, per the plat on file in Plat Book 8, page 96 in the Office of the Circuit Clerk and Recorder of Washington County, Arkansas.

UTILITY EASEMENT DESCRIPTION AS IT APPEARS ON FINAL PLAT OF REGENCY NORTH PHASE 2.
(Recorded in Plat Book 8 page 96)

NOTE: B UTILITY EASEMENT Beginning 24.92 feet
South 89°43'14" East of the SW corner
of Lot 6, Block 2,
thence North 39° 17'31" West 227.43 feet;
thence North 35°26'05" West 134.09 feet;
thence North 28°41'23" West 136.92 feet;
thence North 22°38'04" West 698.16 feet to a point
South 00°07'34" West 64.99 feet from the NW corner of
Lot 8, Block 8, – 60 feet wide – 25 feet to the East
and 35 feet to the West of the above described line.

ADJOINER LIST

ADJOINER 1
Parcel: 765-09994-000
Owner Name: ALLEE, KALEB
Mailing Address: 217 E JASON
FAYETTEVILLE AR 72703
ZONED: RMF-24

ADJOINER 2
Parcel: 765-10012-000
Owner Name: EPLEY, JENNIFER M
Mailing Address: 327 Village Dr
FAYETTEVILLE AR 72703
ZONED: RMF-24

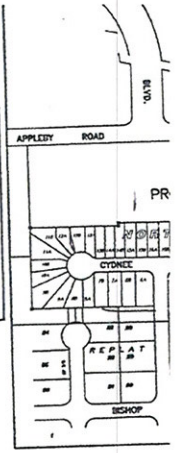
ADJOINER 3
Parcel: 765-10011-000
Owner Name: BAXTER, GERALD WAYNE & AUDREY
Mailing Address: 335 E Village Dr
Fayetteville AR 72703-4046
ZONED: RMF-24

ADJOINER 4
Parcel: 765-10010-000
Owner Name: SABO, PAMELA A
Mailing Address: 341 E. Village Dr
Fayetteville AR 72703
ZONED: RMF-24

ADJOINER 5
Parcel: 765-09997-000
Location Address: FAYETTEVILLE
Owner Name: HORTON, JOE & KATHRYN J
Mailing Address: 2804 N Fox Trl
Fayetteville AR 72703-2963
ZONED: R-O

ADJOINER 6
Parcel: 765-17997-000
Owner Name: MOST, TAMMIE J
Mailing Address: 188 E CYNDEE ST
FAYETTEVILLE AR 72703
ZONED: RMF-24

ADJOINER 7
Parcel: 765-15950-001
Owner Name: FAYV RE LLC
Mailing Address: C/O BARBARA WANES
824 SALEM ROAD SUITE 210
CONWAY AR 72034
ZONED: R-A



METES AND BOUNDS DESCRIPTION OF
THE ENTIRE 60 FOOT WIDE UTILITY EASEMEN
CROSSING LOT 2 AND THE NORTH 30 FEET

A 60 foot wide utility easement, said ease
Block 3, of the Final Plat of Regency Nort
Arkansas, per the plat on file in Plat Book
Recorder of Washington County, Arkansas,
particularly described as follows:
Commencing at a point which is South 89
24.92 feet from the Southwest corner of
thence North 39 degrees 14 minutes 06
thence North 35 degrees 22 minutes 40
thence North 28 degrees 37 minutes 58
thence North 22 degrees 34 minutes 39
on the south line of the North 30 feet of
OF THE ENTIRE EASEMENT (P.O.B. OF THE
thence along said south line North 89 deg
to a point
thence leaving said south line North 22 d
feet to a point to the north line of said
thence along said north line South 89 deg
to a point;
thence leaving said north line South 22 d
feet to a point on the south line of the
thence along said south line North 89 de
to the POINT OF BEGINNING OF THE ENTIR
containing 0.24 acres, as surveyed.

METES AND BOUNDS DESCRIPTION OF
A PORTION OF THE 60 FOOT WIDE UTILITY

A portion of a 60 foot wide utility easem
North 30 feet of Lot 3, Block 3, of the
subdivision to the City of Fayetteville, Ar
Book 8, page 96 in the Office of the Cir
Arkansas, and said portion of a utility e
Commencing at a point which is South
from the Southwest corner of Lot 6, Blo
thence North 39 degrees 14 minutes 06
thence North 35 degrees 22 minutes 40
thence North 28 degrees 37 minutes 58
thence North 22 degrees 34 minutes 39
south line of the North 30 feet of said
thence along said south line North 89 d
to the POINT OF BEGINNING OF THE EAS
thence continue North 89 degrees 47 m
thence leaving said south line North 22
feet to a point on the north line of sai
thence along said north line South 89 d
of 3.25 feet to a point; thence leaving
a distance of 173.49 feet to the POINT
EASEMENT TO BE VACATED), containing

METES AND BOUNDS DESCRIPTION OF
THE REMAINDER OF THE ORIGINAL 60 FO

EXHIBIT "B"
VAC 11-3764

METES AND BOUNDS DESCRIPTION OF
A PORTION OF THE 60 FOOT WIDE UTILITY EASEMENT TO BE VACATED

A PORTION OF A 60 FOOT WIDE UTILITY EASEMENT, SAID EASEMENT CROSSING LOT 2 AND THE NORTH 30 FEET OF LOT 3, BLOCK 3, OF THE FINAL PLAT OF REGENCY NORTH, PHASE 2, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, ARKANSAS, PER THE PLAT ON FILE IN PLAT BOOK 8, PAGE 96 IN THE OFFICE OF THE CIRCUIT CLERK AND RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND SAID PORTION OF A UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT WHICH IS SOUTH 89 DEGREES 40 MINUTES 42 SECONDS EAST 24.92 FEET FROM THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, OF THE FINAL PLAT OF REGENCY NORTH, PHASE 2; THENCE NORTH 39 DEGREES 14 MINUTES 06 SECONDS WEST A DISTANCE OF 227.48 FEET TO A POINT; THENCE NORTH 35 DEGREES 22 MINUTES 40 SECONDS WEST A DISTANCE OF 134.09 FEET TO A POINT; THENCE NORTH 28 DEGREES 37 MINUTES 58 SECONDS WEST A DISTANCE OF 136.92 FEET TO A POINT; THENCE NORTH 22 DEGREES 34 MINUTES 39 SECONDS WEST A DISTANCE OF 259.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF SAID LOT 3, BLOCK 3
THENCE ALONG SAID SOUTH LINE NORTH 89 DEGREES 47 MINUTES 15 SECONDS WEST A DISTANCE OF 34.71 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE VACATED (P.O.B OF EASEMENT TO BE VACATED);
THENCE CONTINUE NORTH 89 DEGREES 47 MINUTES 15 SECONDS WEST A DISTANCE OF 3.25 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE NORTH 22 DEGREES 34 MINUTES 39 SECONDS WEST A DISTANCE OF 173.49 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, BLOCK 3; THENCE ALONG SAID NORTH LINE SOUTH 89 DEGREES 52 MINUTES 06 SECONDS EAST A DISTANCE OF 3.25 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE SOUTH 22 DEGREES 34 MINUTES 39 SECONDS EAST A DISTANCE OF 173.49 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE VACATED (P.O.B OF EASEMENT TO BE VACATED), CONTAINING 0.01 ACRES, AS SURVEYED.

Fayetteville
ARKANSAS

PC Meeting of March 14, 2011

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Andrew Garner, Senior Planner
THRU:	Jeremy Pate, Development Services Director
DATE:	~~March 7, 2011~~ *Updated March 16, 2011*

VAC 11-3764: Vacation (152 E. APPLEBY RD./OZARK DERMATOLOGY, 251): Submitted by JOHNNY QUINN for property located at 152 EAST APPLEBY ROAD. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 0.51 acres. The request is to vacate a portion of a utility easement. Planner: Andrew Garner

Findings:

Property Description: The subject property is located at 152 East Appleby Road and contains a medical office and parking lot. There is a 60-foot utility easement that traverses diagonally across the site. It appears that this easement was originally designated as a general utility easement, but that the original purpose was to preserve the right of clear passage of two separate high pressure gas pipelines across the site. There do not appear to be any other utilities in the easement besides two gas pipelines that are located in the center of the easement, as shown on the submitted survey.

SURROUNDING LAND USE AND ZONING:

Direction from Site	Land Use	Zoning
North and East	Single-family	RMF-24
South	Undeveloped	R-O
East	Undeveloped	RSF-4
West	Medical Office	R-O

Request: The applicant's request is to vacate 3-foot strip of the 60-foot wide easement (0.01 acres) as indicated on the submitted survey and legal description.

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/Southwestern Bell	No Objections
CITY OF FAYETTEVILLE:	**RESPONSE**
Water/Sewer	No Objections
Transportation	No Objections
Solid Waste	No Objections
Engineering	No Objections

Public Comment: No public comment has been received.

Recommendation: Finding that adequate access exists for provision of utility service and vacation of the subject portion of the easement will have no adverse impacts, staff recommends forwarding **VAC 11-3764** to the City Council with a recommendation of approval with the following condition:

Conditions of Approval:

1. Any relocation of existing utilities shall be at the owner/developer's expense.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: **X Forwarded** ☐ **Denied** ☐ **Tabled**

Date: March 14, 2011
Motion: Kennedy
Second: Cabe
Vote: 9-0-0
Note: On consent agenda.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1810 N. College Avenue
P.O. Box 1229
Fayetteville, AR 72703/72702-1229
479-443-2377 · FAX 479-443-9241
www.mcclelland-engrs.com

February 3, 2011

Fayetteville Planning Commission
125 West Mountain Street
c/o Planning/Engineering Office
Fayetteville, AR 72701

And

Fayetteville City Council
c/o City Hall
113 West Mountain Street
Fayetteville, AR 72701

RE: Petition to Vacate a Portion of an Existing Utility Easement
Across 152 E. Appleby Road, Fayetteville

Ladies and Gentlemen:

Please find attached to this letter supporting documentation for our request to vacate a three feet (3') wide strip of land off the northwestern side of a 60-feet wide existing utility easement across the property at 152 E. Appleby Road. While the approved Plat of Subdivision appears to designate this easement as a "general utility" easement, it is our understanding that the original purpose of the easement was to preserve the right of clear passage of two separate high pressure gas pipelines across the subject property. To our knowledge, the existing easement contains only those two gas pipelines; no other utilities are located within the subject easement. The pipelines are approximately in the center of the easement.

The intent of this request is to vacate a narrow strip of the easement so that the building, its footings, and its overhang are completely outside of the limits of the 60-feet wide easement.

The purpose of this request is to clear up the issue of encroachment of the building upon the easement so that the current property Owner can meet the Buyer's conditions of purchase of the property. Then, the Owner can close his negotiations to buy another piece of property to expand his practice in the City of Fayetteville.

The gas company, as well as other utility owners and adjacent property owners, are agreeable to this action as verified by the enclosed documentation.

Please advise me if there are questions or comments regarding this matter.

On behalf of the Owner,
McClelland Consulting Engineers, Inc.

Johnny Quinn, P.E.

Copy: Dr. Kevin St. Clair, Owner, Ozark Dermatology
Jordan Jeter, Flake & Kelley Commercial

Enclosures: Easement Vacation Packet, City of Fayetteville, with attachments

PETITION TO VACATE*

PETITION TO VACATE AN *(easement)* **LOCATED IN** (Lot 2 and 3, Block 3, Regency North, Phase 2 Subdivision) **CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City of Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting that portion of the easement hereinafter sought to be abandoned and vacated, lying in Lot 2 and the North 30 feet of Lot 3, Block 3, of the Final Plat of Regency North, Phase 2, a subdivision to the City of Fayetteville, Arkansas, per the plat on file in Plat Book 8, page 96 in the Office of the Circuit Clerk and Recorder of Washington County, Arkansas, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an *easement* which is described as follows:

METES AND BOUNDS DESCRIPTION OF
A PORTION OF THE 60 FOOT WIDE UTILITY EASEMENT TO BE VACATED

A portion of a 60 foot wide utility easement, said easement crossing Lot 2 and the North 30 feet of Lot 3, Block 3, of the Final Plat of Regency North, Phase 2, a subdivision to the City of Fayetteville, Arkansas, per the plat on file in Plat Book 8, page 96 in the Office of the Circuit Clerk and Recorder of Washington County, Arkansas, and said portion of a utility easement being more particularly described as follows: Commencing at a point which is South 89 degrees 40 minutes 42 seconds East 24.92 feet from the Southwest corner of Lot 6, Block 2, of the Final Plat of Regency North, Phase 2;thence North 39 degrees 14 minutes 06 seconds West a distance of 227.48 feet to a point; thence North 35 degrees 22 minutes 40 seconds West a distance of 134.09 feet to a point; thence North 28 degrees 37 minutes 58 seconds West a distance of 136.92 feet to a point; thence North 22 degrees 34 minutes 39 seconds West a distance of 259.13 feet to a point on the south line of the North 30 feet of said Lot 3, Block 3 thence along said south line North 89 degrees 47 minutes 15 seconds West a distance of 34.71 feet to the POINT OF BEGINNING OF THE EASEMENT TO BE VACATED (P.O.B OF EASEMENT TO BE VACATED); thence continue North 89 degrees 47 minutes 15 seconds West a distance of 3.25 feet to a point; thence leaving said south line North 22 degrees 34 minutes 39 seconds West a distance of 173.49 feet to a point on the north line of said Lot 2, Block 3;thence along said north line South 89 degrees 52 minutes 06 seconds East a distance of 3.25 feet to a point; thence leaving said north line South 22 degrees 34 minutes 39 seconds East a distance of 173.49 feet to the POINT OF BEGINNING OF THE EASEMENT TO BE VACATED (P.O.B OF EASEMENT TO BE VACATED), containing 0.01 acres, as surveyed. That the abutting real estate affected by said abandonment of the alley are Lots 2 and 3, Block 3, Regency North, Phase 2 Subdivision, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought be to abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Dated this 2nd day of February, 2011.

Kevin St. Clair, MD
Print Name

Signature

Printed Name

Signature

CHRIS SCHACH

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 1/28/2011

UTILITY COMPANY: COX COMMUNICATIONS

APPLICANT NAME: JOHNNY QUINN (MCE) APPLICANT PHONE: 479-443-2377

REQUESTED VACATION (*applicant must check all that apply*):

X 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**)

**OZARK DERMATOLOGY CLINIC , 152 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(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.)
- No objections provided the following conditions are met:

ANY DAMAGE OR RELOCATION OF EXISTING FACILITIES WILL BE AT DEVELOPER'S COST.

Signature of Utility Company Representative

FIELD ENGINEER

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 1-12-11

UTILITY COMPANY: OZARKS Electric

APPLICANT NAME: JOHNNY QUINN (MCE) APPLICANT PHONE: 479-443-2377

REQUESTED VACATION (*applicant must check all that apply*):

X 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**)

**OZARK DERMATOLOGY CLINIC , 152 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(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.)

This Project is IN AEP/SWEPCO Territory
OZARKS Has No objection

- No objections provided the following conditions are met:

Signature of Utility Company Representative

Lead Staking Tech
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 1-25-2011

UTILITY COMPANY: Arkansas Western Gas

APPLICANT NAME: JOHNNY QUINN (MCE) APPLICANT PHONE: 479-443-2377

REQUESTED VACATION (*applicant must check all that apply*):

X 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**)

**OZARK DERMATOLOGY CLINIC , 152 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(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.)

_____

_____

- No objections provided the following conditions are met:

_____

_____

Signature of Utility Company Representative

Director

Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 01-31-2011

UTILITY COMPANY: AT / SOUTHWESTERN BELL

APPLICANT NAME: JOHNNY GUINN (AGENT) APPLICANT PHONE: 479-443-2377

REQUESTED VACATION (applicant must check all that apply):

- X 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 utility, easement, right-of-way, described as follows:

General location / Address (attach any additional documents must be completed):
OZARK DERMATOLOGY CLINIC, 750 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(ATTACH legal description and graphic representation of what is being requested if it exists)

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 (Check the boxes, dimensions and purpose below):

- No objections provided the following conditions are met:

[illegible]

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 1/12/11

UTILITY COMPANY: AEP - SWEPCO

APPLICANT NAME: JOHNNY QUINN (MCE) APPLICANT PHONE: 479-443-2377

REQUESTED VACATION (*applicant must check all that apply*):

X 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**)

**OZARK DERMATOLOGY CLINIC , 152 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(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.)

_____

_____

- No objections provided the following conditions are met:

_____

_____

Signature of Utility Company Representative

Distribution Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: Solid Waste + Recycling

APPLICANT NAME: JOHNNY QUINN (MCE) APPLICANT PHONE: 479-443-2377

REQUESTED VACATION *(applicant must check all that apply)*

X 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**)

**OZARK DERMATOLOGY CLINIC , 152 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(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.)

_____

_____

* No objections provided the following conditions are met:

_____

_____

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 1-25-11

UTILITY COMPANY: Fayetteville Water + Sewer

APPLICANT NAME: JOHNNY QUINN (MCE) APPLICANT PHONE: 479-443-2377

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**)

**OZARK DERMATOLOGY CLINIC , 152 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(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.)

- No objections provided the following conditions are met:

Signature of Utility Company Representative

Projects + Contracts Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 2/3/11

UTILITY COMPANY: CITY OF FAYETTEVILLE / TRANSPORTATION DIV.

APPLICANT NAME: JOHNNY QUINN (MCE) APPLICANT PHONE: 479-443-2377

REQUESTED VACATION (*applicant must check all that apply*):

X 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**)

**OZARK DERMATOLOGY CLINIC , 152 EAST APPLEBY ROAD, FAYETTEVILLE, AR 72703

(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.)

_____

_____

- No objections provided the following conditions are met:

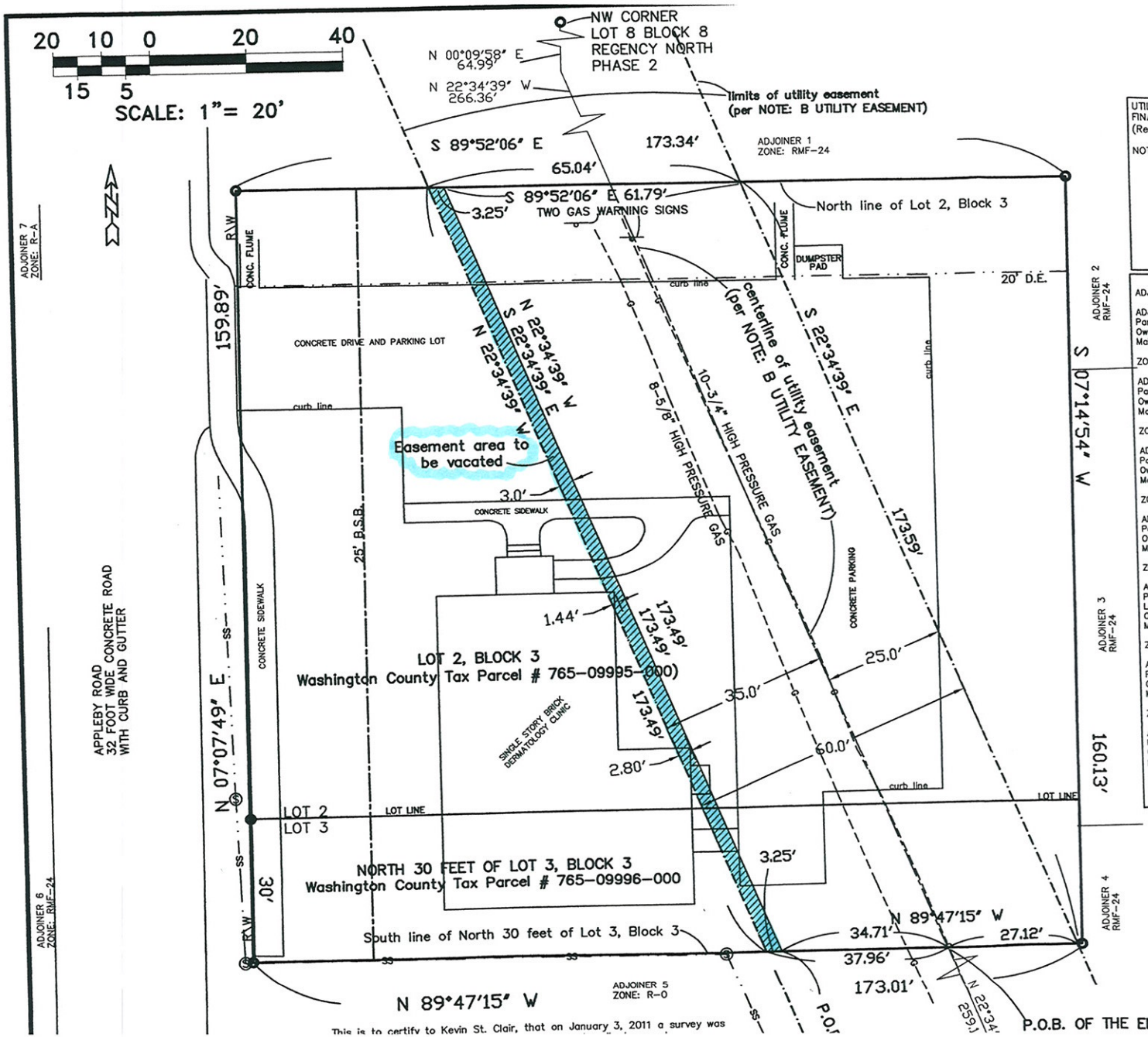
_____

_____

Signature of Utility Company Representative

ASST TRANSPORTATION MANAGER

Title



This is to certify to Kevin St. Clair, that on January 3, 2011 a survey was

PROPERTY DESCRIPTION
Lot 2 and the North 30 feet of Lot 3, Block 3, of Final Plat of Regency North, Phase 2, a subdivision to the City of Fayetteville, Arkansas, per the plat on file in Plat Book 8, page 96 in the Office of the Circuit Clerk and Recorder of Washington County, Arkansas.

UTILITY EASEMENT DESCRIPTION AS IT APPEARS ON FINAL PLAT OF REGENCY NORTH PHASE 2.
(Recorded in Plat Book 8 page 96)

NOTE: B UTILITY EASEMENT Beginning 24.92 feet South 89°43'14" East of the SW corner of Lot 6, Block 2,
thence North 39° 17'31" West 227.43 feet;
thence North 35°26'05" West 134.09 feet;
thence North 28°41'23" West 136.92 feet;
thence North 22°38'04" West 698.16 feet to a point South 00°07'34" West 64.99 feet from the NW corner of Lot 8, Block 8, – 60 feet wide – 25 feet to the East and 35 feet to the West of the above described line.

ADJOINER LIST

ADJOINER 1
Parcel: 765-09994-000
Owner Name: ALLEE, KALEB
Mailing Address: 217 E JASON
FAYETTEVILLE AR 72703
ZONED: RMF-24

ADJOINER 2
Parcel: 765-10012-000
Owner Name: EPLEY, JENNIFER M
Mailing Address: 327 Village Dr
FAYETTEVILLE AR 72703
ZONED: RMF-24

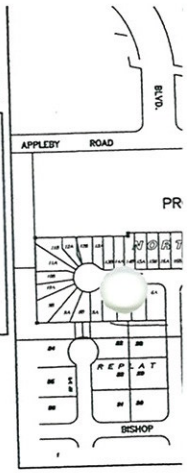
ADJOINER 3
Parcel: 765-10011-000
Owner Name: BAXTER, GERALD WAYNE & AUDREY
Mailing Address: 335 E Village Dr
Fayetteville AR 72703-4046
ZONED: RMF-24

ADJOINER 4
Parcel: 765-10010-000
Owner Name: SABO, PAMELA A
Mailing Address: 341 E. Village Dr
Fayetteville AR 72703
ZONED: RMF-24

ADJOINER 5
Parcel: 765-09997-000
Location Address: FAYETTEVILLE
Owner Name: HORTON, JOE & KATHRYN J
Mailing Address: 2804 N Fox Trl
Fayetteville AR 72703-2963
ZONED: R-O

ADJOINER 6
Parcel: 765-17997-000
Owner Name: MOST, TAMMIE J
Mailing Address: 188 E CYNDEE ST
FAYETTEVILLE AR 72703
ZONED: RMF-24

ADJOINER 7
Parcel: 765-15950-001
Owner Name: FAYV RE LLC
Mailing Address: C/O BARBARA WANES
824 SALEM ROAD SUITE 210
CONWAY AR 72034
ZONED: R-A



METES AND BOUNDS DESCRIPTION OF
THE ENTIRE 60 FOOT WIDE UTILITY EASEMEN
CROSSING LOT 2 AND THE NORTH 30 FEET

A 60 foot wide utility easement, said ease
Block 3, of the Final Plat of Regency Nort
Arkansas, per the plat on file in Plat Book
Recorder of Washington County, Arkansas,
particularly described as follows:
Commencing at a point which is South 89
24.92 feet from the Southwest corner of
thence North 39 degrees 14 minutes 06 s
thence North 35 degrees 22 minutes 40 s
thence North 28 degrees 37 minutes 58 s
thence North 22 degrees 34 minutes 39 s
on the south line of the North 30 feet of
OF THE ENTIRE EASEMENT (P.O.B. OF THE
thence along said south line North 89 deg
to a point
thence leaving said south line North 22 d
feet to a point to the north line of said
thence along said north line S 89 deg
to a point;
thence leaving said north line S 22 d
feet to a point on the south line of the
thence along said south line North 89 de
to the POINT OF BEGINNING OF THE ENTIR
containing 0.24 acres, as surveyed.

METES AND BOUNDS DESCRIPTION OF
A PORTION OF THE 60 FOOT WIDE UTILITY

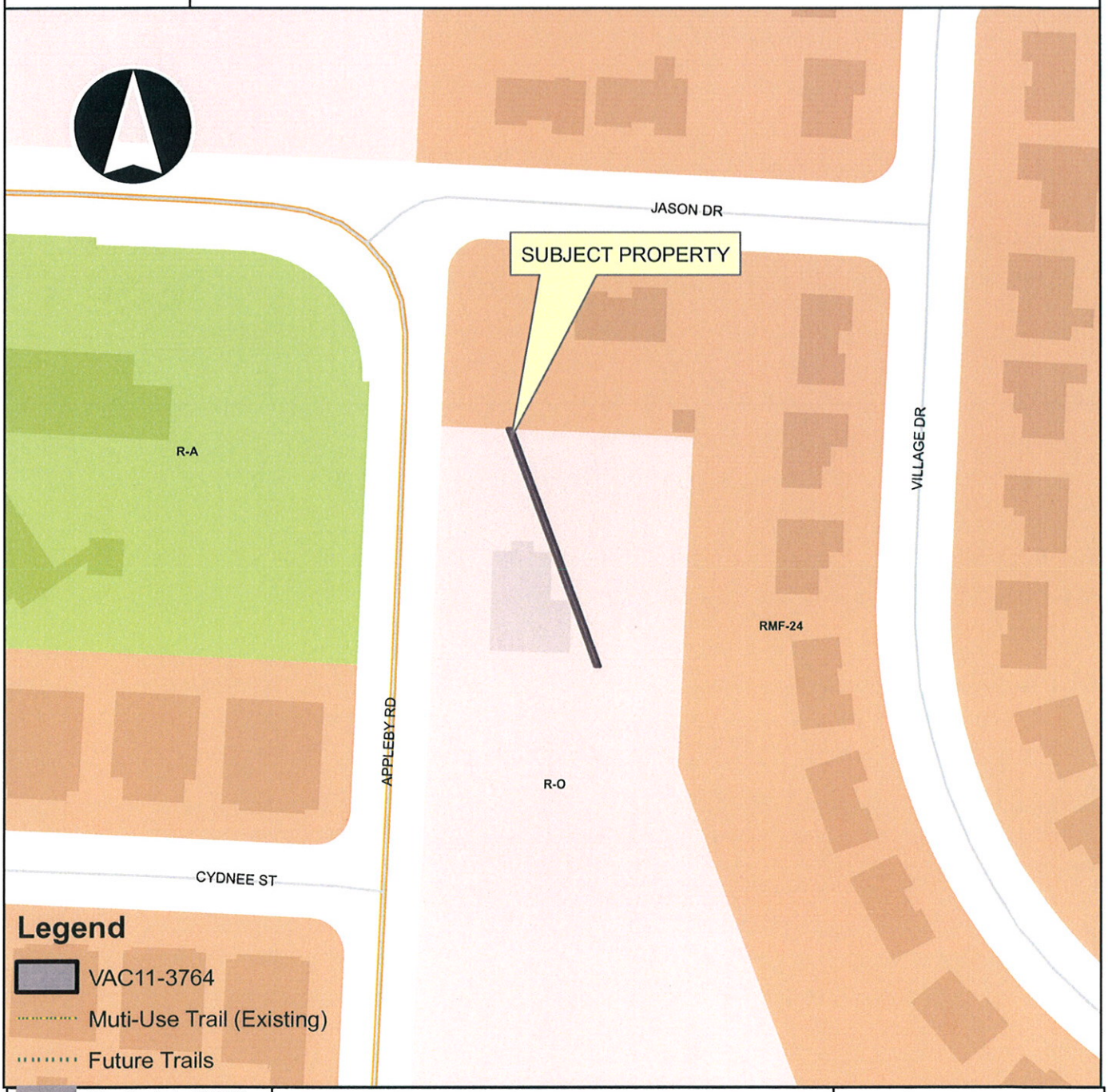
A portion of a 60 foot wide utility easem
North 30 feet of Lot 3, Block 3, of the
subdivision to the City of Fayetteville, Ar
Book 8, page 96 in the Office of the Cir
Arkansas, and said portion of a utility e
Commencing at a point which is South 8
from the Southwest corner of Lot 6, Blo
thence North 39 degrees 14 minutes 06
thence North 35 degrees 22 minutes 40
thence North 28 degrees 37 minutes 58
thence North 22 degrees 34 minutes 39
south line of the North 30 feet of said
thence along said south line North 89 d
to the POINT OF BEGINNING OF THE EAS
thence continue North 89 degrees 47 m
thence leaving said south line North 22
feet to a point on the north line of sai
thence along said north line South 89 d
of 3.25 feet to a point thence leaving
a distance of 173.49 feet to the POINT
EASEMENT TO BE VACATED, containing

METES AND BOUNDS DESCRIPTION OF
THE REMAINDER OF THE ORIGINAL 60 FO

VAC11-3764

Close Up View

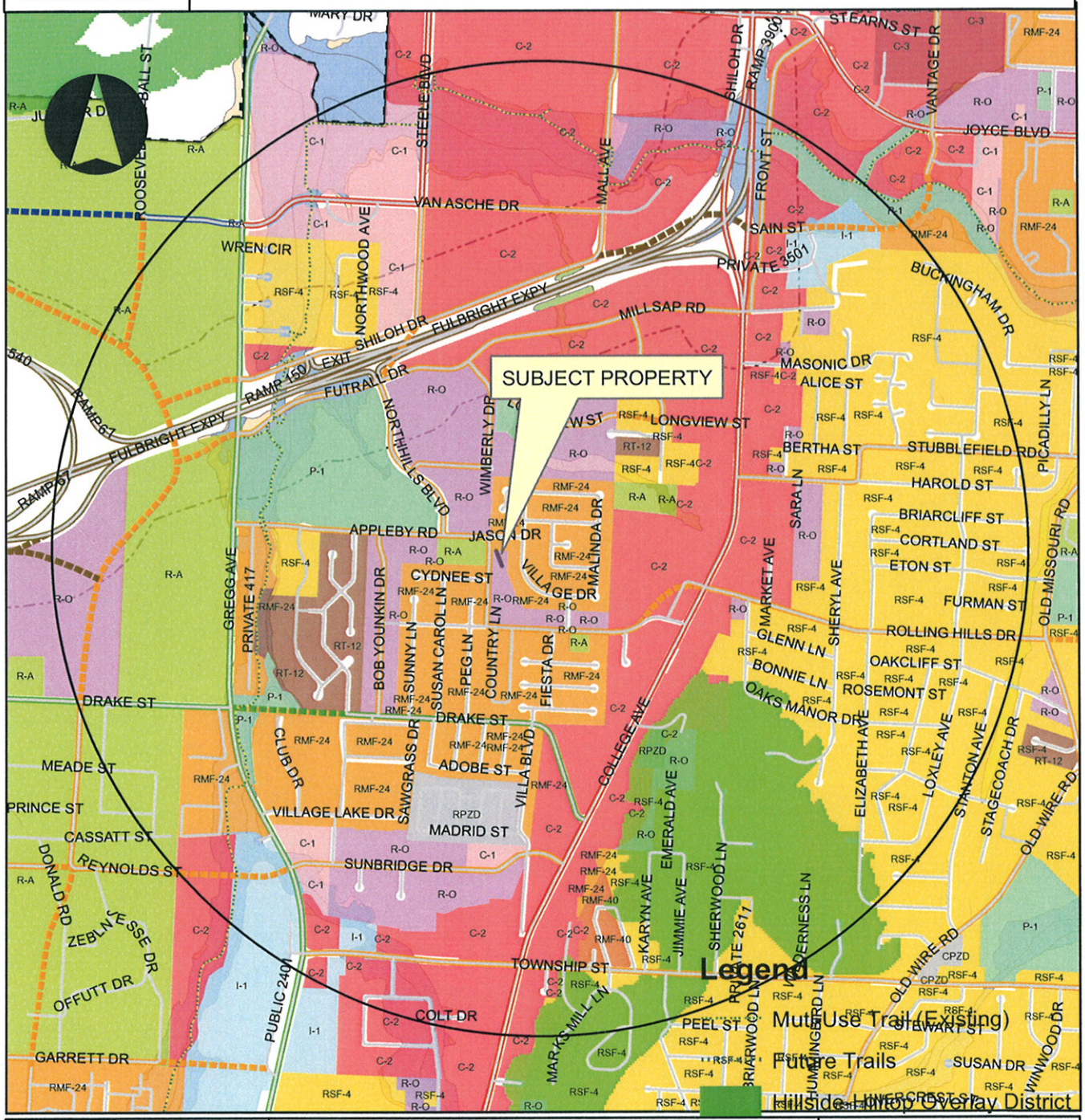
OZARK DERMATOLOGY



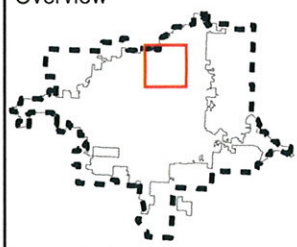
VAC11-3764

One Mile View

OZARK DERMATOLOGY



Overview



Legend

Subject Property

VAC11-3764

Boundary

VAC11-3764

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/2011
City Council Meeting Date
Agenda Items Only

Andrew Garner	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

ADM 11-3773: Administrative Item (BUNGALOWS AT CATO SPRINGS R-PZD Amendment No. 2): Submitted by BURKE LARKIN for property located on the north side of Cato Springs Road, west of Cline Avenue. The request is to amend R-PZD 05-1797 Bungalows at Cato Springs to revise the zoning criteria to include Use Unit 12, Limited Business, on Lot 30 as a permitted use.

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 — 03-17-2011 Date

City Attorney — 3/18/11 Date

Finance and Internal Services Director — 3-18-2011 Date

Chief of Staff — 3-18-11 Date

Mayor — 3/21/11 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-17-11 P03:27 RCVD

Received in Mayor's Office ENTERED 3/18/11

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Jeremy Pate, Development Services Director

From: Andrew Garner, Senior Planner

Date: March 17, 2011

Subject: ADM 11-3773 Bungalows at Cato Springs Planned Zoning District Amendment No. 2

RECOMMENDATION

Staff and Planning Commission recommend approval of an ordinance to amend the zoning criteria for the Bungalows at Cato Springs Planned Zoning District to permit Use Unit 12, Limited Business, on Lot #30.

BACKGROUND

The subject property is located on the north side of Cato Springs Road, west of Cline Avenue. The Bungalows at Cato Springs R-PZD was approved by the City Council on December 20, 2005. The project was approved for 31 single family dwellings on approximately 5.52 acres. The improvements for the Bungalows at Cato Springs subdivision were completed and the final plat recorded on June 4, 2008. The original developer of the subdivision and the current owner of the single family residence on Lot #30, 874 West Cato Springs Road, desires to utilize the approximately 1,200 square foot home strictly for an office.

The applicant proposes to change the Bungalows at Cato Springs R-PZD zoning criteria for PA-2, to include Use Unit 12, Limited Business, as a permitted use on Lot #30. This would allow the home to be utilized entirely for non-residential use, as desired by the applicant, subject to the specific restrictions of Use Unit 12, Limited Business, in the Unified Development Code. A plat and revised zoning criteria chart for PA-2 have been submitted indicating the proposed change.

DISCUSSION

March 14, 2011 the Planning Commission forwarded this request to the City Council with a recommendation for approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 05-1797 BUNGALOWS AT CATO SPRINGS TO REVISE THE ZONING CRITERIA FOR PLANNING AREA TWO, TO INCLUDE USE UNIT 12, LIMITED BUSINESS, AS A PERMITTED USE ON LOT NUMBER 30.

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

Section 1. That the zoning criteria booklet and plats for R-PZD 05-1797 Bungalows at Cato Springs are hereby amended to reflect modified zoning criteria in Planning Area Two to include Use Unit 12, Limited Business, as a permitted use on lot number 30.

Section 2. That the Planned Zoning District ordinance and official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning criteria change provided in Section 1 above.

PASSED and **APPROVED** this day of , 2011.

APPROVED: ATTEST:

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

Fayetteville
ARKANSAS

PC Meeting of March 14, 2011

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO:	Planning Commission Members
FROM:	Andrew Garner, Senior Planner
THRU:	Jeremy Pate, Development Services Director
DATE:	~~March 7, 2011~~ *Updated March 17, 2011*

ADM 11-3773: Administrative Item (Bungalows at Cato Springs R-PZD Modification No. 2): Submitted by BURKE LARKIN for the property located on the north SIDE OF CATO SPRINGS ROAD, WEST OF CLINE AVENUE. The request is to amend the approved R-PZD 05-1797 Bungalows at Cato Springs to revise the zoning criteria to include Use Unit 12, Limited Business, on Lot 30 as a permitted use. Planner: Andrew Garner

BACKGROUND

Property Description and Background: The subject property is located on the north side of Cato Springs Road, west of Cline Avenue. The Bungalows at Cato Springs R-PZD was approved by the City Council on December 20, 2005. The project contains 31 single family dwellings on approximately 5.52 acres. The improvements for the Bungalows at Cato Springs subdivision were completed and the final plat recorded on June 4, 2008. The original developer of the subdivision and the current owner of the single family residence on Lot #30, 874 West Cato Springs Road, desires to utilize the approximately 1,200 square foot home strictly for an office.

Proposal: The applicant proposes to change the Bungalows at Cato Springs R-PZD zoning criteria for PA-2, to include Use Unit 12, Limited Business, as a permitted use on Lot #30. This would allow the home to be utilized entirely for non-residential use, as desired by the applicant. A plat and revised zoning criteria chart for PA-2 have been submitted indicating the proposed change.

Public Comment: The applicant notified all property owners in writing within 100 feet of 874 West Cato Springs Road and also posted a public notice sign on the property. No public comment has been provided.

RECOMMENDATION

The proposed modification to the approved Bungalows at Cato Springs R-PZD zoning criteria would permit small scale non-residential uses under Use Unit 12, Limited Business on Lot #30 (874 West Cato Springs Road).

Staff finds that permitting Use Unit 12 at this location is consistent with the City's planning policies

and City Plan 2025 to promote complete neighborhoods with low-intensity nonresidential uses at corner locations. The subject property (874 West Cato Springs Road) is a corner lot at the entrance to this subdivsion off of Cato Springs Road. The home faces Cato Springs Road, a Collector Street. Staff finds that this is an appropriate location for small scale non-residential use that would be compatible with the surrounding single family residences. The small size of the lot, 4,733 square feet, and the scale of non-residential uses allowed under Use Unit 12 would ensure that adverse impacts such as light, traffic, noise, and appearance to the surrounding neighborhood would be minimal. Use Unit 12 specifies a maximum square footage of non-residential use (see attached) similar in scale as a single family residence. The site has on-street parking adjacent to the western property line along Florida Way for approximately three vehicles, and two parking spaces in a driveway accessed off of a rear alley. The proposal could create an increase in traffic compared with that allowed under the existing zoning criteria. However, this property is located on a fully improved street. Further, the location of this lot at the front of the subdivision adjacent to Cato Springs Road would limit traffic impacts from the subject property to the interior of the subdivision. Cato Springs Road is a City Bond Program Street Project that is scheduled to be improved to a three-lane section with a multi-use trail in the immediate future adjacent to this site.

Recommended Motion: Staff recommends forwarding **ADM 11-3773 Bungalows at Cato Springs R-PZD Modification No. 2** to the City Council for approval with the following conditions:

1. All conditions of approval from the previously approved R-PZD 05-1797 Bungalows at Cato Springs shall apply.

2. Prior to operation of a non-residential use at 874 West Cato Springs Road, the applicant shall submit a Certificate of Zoning Compliance for review and approval. The property and building shall be in compliance with applicable regulations for the proposed use including, ADA, parking spaces, and fire code.

3. Prior to installation of signage at 874 West Cato Springs a sign permit shall be submitted for review in compliance with Chapter 174 of the Fayetteville Unified Development Code.

Planning Commission Action: X **Forwarded** ☐ **Denied**
Motion: Kennedy
Second: Cabe
Vote: 9-0-0
Meeting Date: March 14, 2011

(L) *Unit 12. Limited business.*

(1) *Description.* Unit 12 consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12 must be within a building containing 3,000 square feet or less.

(2) *Included uses.*

Personal Services: (Maximum gross floor area of 1500 square feet)	•Day care •Dry Cleaning •Salon/Barber shop •Tailoring
Specialized Retail: (Maximum gross floor area of 2000 square feet)	•Antique/home decor sales •Apparel •Art/architectural supplies •Bakery, Pastry shops •Bicycle Shops •Book store •Coffee shop •Delicatessen •Drugstore •Food specialty stores •Florist •Grocery •Hardware •Health food store •Hobby /Craft Stores •Ice cream •Meat Market •Restaurant/café •Small appliance repair •Stationary Store •Toy store •Video rental
Professional Offices: (Maximum gross floor area of 3000 square feet)	•Accountant •Architect •Attorney •Broker •Business/Mgmt Consultant •Doctor •Dentist •Engineer •Insurance Sales •Interior Designer •Optometrist •Realtor •Welfare agency
Studios for: (Maximum gross floor area of 3000 square feet)	•Art •Dance •Music •Photography •Pottery

Real Practices Inc

Real Practices, Inc.
1310 West Main Street, Suite 201
Russellville, Arkansas 72801
479.968.2001

February 22, 2011

Mr. Andrew Garner
Senior Planner-City of Fayetteville
125 West Mountain
Fayetteville, AR 72701

Andrew,

Thank you for corresponding with me over the last few weeks regarding our desire to move an affiliates billing and management company into one of our homes on Cato Springs Road.

Real Medical Management (RMM) desires to move its office from their current location in Johnson, Arkansas to 874 West Cato Springs Road. The business has five (5) full-time employees. In addition to their current medical billing and management services, they are also acting as the property management company for our residential rentals in Northwest Arkansas. RMM currently occupies 925 square feet in the Willow Creek Medical Office Building on the Willow Creek Campus of NW Health Systems.

Our request is for a Limited Business Permit for Lot # 30 at the Bungalows at Cato Springs Road. The homes located on Lots 1, 2, 28, 30, and 31 at Cato Springs are all owned by 880 West Cato Springs Road, LLC. That partnership has members in several key management positions of Real Practices, Inc, majority owner of RMM. The remaining lots are owned by The Bungalows at Cato Springs, LLC, whose managing member is Jim Knight, sole owner of Real Practices, Inc.

With that being said, all ownership groups believe that this use will be beneficial for this location as we continue to build, sell and rent these and future units.

We respectfully ask for your support and subsequent approval by the Planning Commission and City Council of Fayetteville. We believe our request will bring value and good tenancy to the neighborhood as well as a good start to a Live-Work environment.

Sincerely,

M. Burke Larkin
Vice President Real Estate Development

880 West Cato Springs Road, LLC
Managing Member

Zoning Criteria: Planning Area 2

THE BUNGALOWS AT CATO SPRINGS

PA-2

A. Purpose. The PA-2 area (2.55 ac) is designed to permit and encourage the development of detached dwellings in suitable environments.

B. Uses.

(1) Permitted Uses:

Unit 1	City-wide uses by right
Unit 2	Single-family dwellings

Unit 12 LIMITED BUSINESS (ONLY PERMITTED ON LOT #30, 874 CATO SPRINGS ROAD)

(2) 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 24	Home occupations

C. Density

Units per acre	Maximum Eight (8) units per acre

D. Bulk and area regulations

Lot with minimum	30 feet
Lot area minimum	3,500 square feet
Land area per dwelling unit	3,500 square feet

E. Setback requirements

Front:	10 feet
Side	00 feet
Rear	25 feet*

*as measure from the centerline of the alley nearest the unit

F. Height regulations:

Building height maximum 35 feet

G. Building Area. On any lot the area occupied by all building shall not exceed 50% of the total area of such lot. Sixteen (16) units proposed with PA-2.

H. Landscaping: Each lot shall plant one large street tree per lot along the frontage (if applicable).

I. Parking: Per city requirements (2 spaces per residential unit).

J. Architectural Design Standards: Conceptual architectural design standards have been submitted with the R-PZD project booklet. Front building facades as they face the street shall be varied in material and color so that no two same facades are adjacent to one another or face one another.

K. Signage Requirements: Signage shall be in accordance with the regulations set forth in UDG Chapter 174; Signs-RSF Zoning District.

OWNER / ENGINEER

OWNER/DEVELOPER: JM P. KNIGHT
BILLING ADDRESS: 1310 W MAIN ST
RUSSELLVILLE, AR 72801

ENGINEER: McCLELLAND CONSULTING ENGINEERS
BILLING ADDRESS: 1810 NORTH COLLEGE AVE
FAYETTEVILLE, ARKANSAS 72702
v. (479) 443-2377
f. (479) 443-9241

FLOOD CERTIFICATION

A PORTION OF THIS PROPERTY IS LOCATED WITHIN A PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS DETERMINED BY SCALING THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS

MAP NUMBER 05143C0094 D
REVISED DATE: JULY 21, 1999

SUBJECT PROPERTY LIES WITHIN THE FOLLOWING ZONES
ZONE "AE" & ZONE "X"

STREET / SIDEWALK TABLE

STREET NAME	LENGTH	ROW	STREET WIDTH	GREEN SPACE	SIDEWALK
S. FLORIDA	647'	50'	23'	7'	4'
EASTERN	742'	24'	15'	5'	0'
WESTERN	891'	24'	16'	5'	0'

APPROXIMATELY 1168 ± LF OF SIDEWALK

PLANNING AREAS

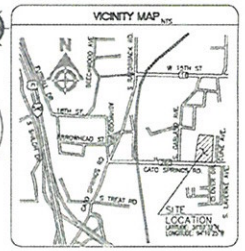
ZONING	LOT NUMBERS
PA-1	4-18
PA-2	1-3, 15-30
PA-3	32

ITEM	LENGTH
SEWER LINE	1,653 LF
WATER LINE	1,210 LF
RIGHT OF WAY	55,125 SF
SIDEWALK	3,149 SF

SCALE IN FEET 0 40' 80' 160'

CALL BEFORE YOU DIG 1-800-482-8998 ARKANSAS ONE CALL SYSTEM

VICINITY MAP

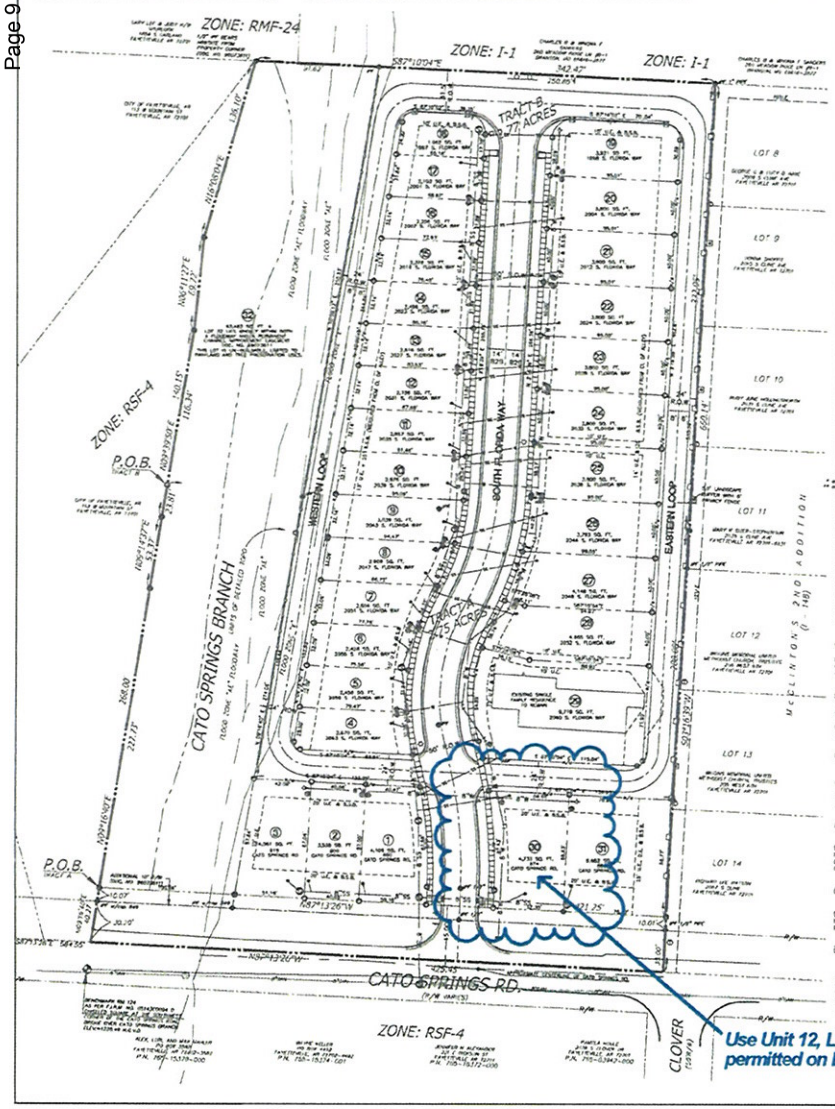


EXISTING FEATURES

IRON PIN FOUND
1/2" IRON PIN SET
CONCRETE MONUMENT SET
DRILLED HOLE IN CONCRETE SET
PK NAIL SET
BOUNDARY LINE
RIGHT OF WAY LINE
EASEMENT LINE/POL
CONCRETE CURB AND GUTTER
FENCE
GUARD RAIL
SANITARY SEWER MANHOLE
FIRE HYDRANT
WATER METER
STREET LIGHT
OVERHEAD ELECTRIC
ELECTRIC MACH
UTILITY POST
GAS METER
TELEPHONE RISER
FIRE HYDRANT
SEWER MANHOLE
CLEAN OUT
SIGN
WATER METER
STREET SIGN (U.P. SIGNAL)

SITE REQUIREMENTS

1) HOUSE ADDRESSES ARE TO BE CLEARLY VISIBLE FROM THE STREET
2) A PERMANENT BARRICADE SHALL BE INSTALLED AT THE SOUTHERN END OF THE EASTERN ALLEY TO PREVENT ACCESS ONTO CATO SPRINGS ROAD.
3) ALL EXISTING STRUCTURES AND DRIVEWAYS NOT INCORPORATED INTO THE SUBDIVISION SHALL BE REMOVED AND THE AREAS REVEGETATED WHERE NECESSARY PRIOR TO RECORDATION OF THE FINAL PLAT
4) ACCESS FOR ALL LOTS IS LIMITED TO OFF OF THE ALLEYS.
5) FRONT BUILDING FACADES AS THEY FACE THE STREET SHALL BE VARIED IN MATERIAL AND COLOR SO THAT NO TWO SAME FACADES ARE ADJACENT TO OR across FROM ONE ANOTHER.
6) SIDEWALKS SHALL BE CONTINUOUS THROUGH DRIVEWAYS WITH A MAXIMUM OF 2.0% CROSS SLOPE AND ELEVATED 2.0% ABOVE THE TOP OF CURB.
7) ALL UTILITY PEDESTALS, MANHOLES, AND RISERS SHALL BE INSTALLED OUTSIDE OF THE PROPOSED SIDEWALK ALIGNMENT.
8) ALL RESIDENTIAL DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE WITH A BROOM FINISH.
9) ALL RETAINING WALLS SHALL BE SET BACK A MINIMUM OF 2 FEET FROM THE RIGHT OF WAY OR SIDEWALK. ALL RETAINING WALL CONSTRUCTION SHALL BE ON THE BUILDING PERMIT AND HAVE THE APPROVAL OF THE CITY ENGINEER.
10) NO LOTS OR SPECIFIC LOT NUMBERS AVERAGE 15.0% OR GREATER ACROSS THE LOT.
11) ALL RESIDENTIAL DRIVEWAYS SHALL HAVE A MAXIMUM WIDTH OF 24' MEASURED AT THE RIGHT-OF-WAY.
12) A 24" WIDE STRIP OF DETECTABLE WARNING (TRUNCATED DOMES) SHALL BE INSTALLED AT THE BOTTOM OF A CURB RAMP TO INDICATE THE TRANSITION FROM THE SIDEWALK TO THE STREET.
13) NEW SIDEWALKS, DRIVEWAY APPROACHES, OR ACCESS RAMPS CONSTRUCTED IN THE RIGHT OF WAY SHALL MEET UNIFIED DEVELOPMENT ORDINANCE SECTION 171.13. AN INSPECTION IS REQUIRED PRIOR TO THE CONCRETE POUR.
14) THE DEVELOPER WILL UTILIZE THE RESIDENTIAL ON-SITE MITIGATION OPTION AND PLANT 1 TREES WITHIN THE BOUNDS OF THIS PROJECT. THE MITIGATION PLANTING PLAN WAS APPROVED BY THE URBAN FORESTER AND DEPICTS THE LOCATION AND SPECIES OF THOSE TREES.
15) THE VEGETATED BUFFER AND PRIVACY FENCING ALONG THE EASTERN PROPERTY LINE SHALL BE INSTALLED AT THE TIME THE FIRST C OF O IS ISSUED IN THIS DEVELOPMENT.
16) THE PROPERTY OWNERS TO THE EAST, LOTS 8-14 IN THE MCCLINTON'S SUBDIVISION, HAVE PUBLIC ACCESS TO THEIR PROPERTY OFF OF EASTERN LOOP (IN DEDICATION OF RIGHT-OF-WAY TO THE PROPERTY LINE. SHOULD THEY DESIRE TO CONSTRUCT ACCESS TO THEIR PROPERTY FROM THE PUBLIC ALLEY, THE FENCE AND VEGETATION ALONG THE BUNGALOWS AT CATO SPRINGS EASTERN PROPERTY LINE MAY BE REMOVED TO ALLOW ACCESS AND THE REMAINING FENCE AND VEGETATION SHALL BE REPAIRED AT THE EXPENSE OF THE OWNER/DEVELOPER CONSTRUCTING THE ACCESS.



PA-1

(A) Purpose. The PA-1 area (1.53 ac) is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) Uses

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) Conditional uses.

Unit 1	City-wide uses by conditional use permit
Unit 2	Public protection and utility facilities
Unit 3	Cultural and recreational facilities
Unit 24	Home occupations

(C) Density

Units per acre: 7.0 to 15 units per acre

(D) Bulk and area regulations

Lot width minimum	20 ft.
Lot area minimum	1,500 sq.ft.
Land area per dwelling unit	1,500 sq.ft.

(E) Setback requirements.

Front	Side	Rear
10 ft.	0 ft. *	25 ft. **

* all buildings shall be detached (recommended 5' separation). ** as measured from the centerline of the alley nearest the rear of the lot.

(F) Height regulations

Building height maximum	35 ft.

(G) Building Area. On any lot the area occupied by all building shall not exceed 50% of the total area of such lot.

Fifteen (15) units proposed within PA-1

(H) Landscaping. Each lot shall plant one large street tree per lot along the frontage (2 equivalent).

(I) Parking. Per city requirements (3 spaces per residential unit)

(J) Architectural Design Standards. Conceptual architectural design standards have been submitted with the R-PZD project session. Front building facades as they face the street shall be varied in material and color so that no two same facades are adjacent to one another or face one another.

(K) Signage. Signage shall be in accordance with the sign regulations set forth in UDC Chapter 174/Sign/RSF Zoning District.

PA-2

(A) Purpose. The PA-2 area (2.55 ac) is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) Uses

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) Conditional uses.

Unit 1	City-wide uses by conditional use permit
Unit 2	Public protection and utility facilities
Unit 3	Cultural and recreational facilities
Unit 24	Home occupations

(C) Density

Units per acre: Minimum 7.0/8 units per acre

(D) Bulk and area regulations

(1) Lot width minimum.

Lot width minimum	20 ft.
Lot area minimum	2,500 sq.ft.
Land area per dwelling unit	1,500 sq.ft.

(E) Setback requirements.

Front	Side	Rear
10 ft.	0 ft. *	25 ft. **

* as measured from the centerline of the alley nearest the rear of the lot.

(F) Height regulations

Building height maximum	35 ft.

(G) Building Area. On any lot the area occupied by all building shall not exceed 50% of the total area of such lot.

Sixteen (16) units proposed within PA-2

(H) Landscaping. Each lot shall plant one large street tree per lot along the frontage (2 equivalent).

(I) Parking. Per city requirements (3 spaces per residential unit)

(J) Architectural Design Standards. Conceptual architectural design standards have been submitted with the R-PZD project session. Front building facades as they face the street shall be varied in material and color so that no two same facades are adjacent to one another or face one another.

(K) Signage. Signage shall be in accordance with the sign regulations set forth in UDC Chapter 174/Sign/RSF Zoning District.

PA-3 + RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE

(A) Purpose. The PA-3 residential District is designed to permit and encourage the development of detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) Uses

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

(2) Conditional uses.

Unit 1	City-wide uses by conditional use permit
Unit 2	Public protection and utility facilities
Unit 3	Cultural and recreational facilities
Unit 8	Non-family dwellings
Unit 24	Home occupations
Unit 16	Wireless communication facilities

(C) Density

	single-fam. dwellings	two-fam. dwellings	multi-fam. dwellings
Units per acre	4 or less	7 or less	

(D) Bulk and area regulations

	single-fam. dwellings	two-fam. dwellings	multi-fam. dwellings
Lot width minimum	70 ft.		80 ft.
Lot area minimum	7,000 sq.ft.		12,000 sq.ft.
Land/dwelling unit	2,000 sq.ft.		2,000 sq.ft.

(E) Setback requirements.

Front	Side	Rear
25 ft.	8 ft.	20 ft.

(F) Height regulations

Building height maximum	40'/4'

(G) Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot

SURVEY DESCRIPTION TRACT A: P.N. 765-15055-000

A PART OF THE SW1/4 OF THE SW1/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SAID SECTION 21 S87°12'26"E 594.56 FEET; THENCE DEPARTING SAID SOUTH LINE N00°14'40"E 40.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CATO SPRINGS ROAD (R/W VARIES) AS SHOWN IN A PLAT RECORDED AS DOCUMENT 96012812; THENCE ALONG SAID RIGHT-OF-WAY N87°12'26"W 20.00 FEET TO THE POINT OF BEGINNING; THENCE N00°14'40"E 53.33 FEET; THENCE N00°18'54"E 31.91 FEET; THENCE S89°07'07"E 284.40 FEET TO THE WEST LINE OF THE MCCLINTON'S 2ND ADDITION; THENCE ALONG SAID WEST LINE S00°16'56"W 288.06 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CATO SPRINGS ROAD; THENCE ALONG SAID NORTH LINE N87°12'26"W 421.25 FEET TO THE POINT OF BEGINNING, CONTAINING 3.23 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION TRACT B: P.N. 765-15055-002

A PART OF THE SW1/4 OF THE SW1/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SAID SECTION 21 S87°12'26"E 594.56 FEET; THENCE DEPARTING SAID SOUTH LINE N00°14'40"E 40.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CATO SPRINGS ROAD (R/W VARIES) AS SHOWN IN A PLAT RECORDED AS DOCUMENT 96012812; THENCE N87°12'26"W 227.73 FEET; THENCE N00°14'32"E 53.21 FEET; THENCE N87°12'26"W 53.21 FEET; THENCE N00°14'32"E 232.46 FEET TO THE POINT OF BEGINNING; THENCE N87°12'26"W 116.34 FEET; THENCE N00°12'22"E 88.72 FEET; THENCE N87°12'26"W 116.15 FEET TO THE EAST LINE OF THE MCCLINTON'S 2ND ADDITION; THENCE ALONG THE WEST LINE OF SAID MCCLINTON'S 2ND ADDITION S00°16'26"W 322.06 FEET; THENCE DEPARTING SAID WEST LINE N89°07'07"W 284.40 FEET TO THE POINT OF BEGINNING, CONTAINING 2.77 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION: P.N. 765-15055-000 & P.N. 765-15055-002

A PART OF THE SW1/4 OF THE SW1/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SAID SECTION 21 S87°12'26"E 594.56 FEET; THENCE DEPARTING SAID SOUTH LINE N00°14'40"E 40.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CATO SPRINGS ROAD (R/W VARIES) AS SHOWN IN A PLAT RECORDED AS DOCUMENT 96012812; THENCE N87°12'26"W 20.00 FEET TO THE POINT OF BEGINNING; THENCE N87°12'26"W 227.73 FEET; THENCE N00°14'32"E 53.21 FEET; THENCE N87°12'26"W 53.21 FEET; THENCE N00°14'32"E 88.72 FEET; THENCE N87°12'26"W 116.15 FEET; THENCE N00°12'22"E 243.47 FEET TO THE NORTHWEST CORNER OF THE MCCLINTON'S 2ND ADDITION; THENCE ALONG THE WEST LINE OF SAID MCCLINTON'S 2ND ADDITION S00°16'26"W 636.13 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF CATO SPRINGS ROAD N87°12'26"W 421.25 FEET TO THE POINT OF BEGINNING, CONTAINING 5.53 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

CERTIFICATE OF APPROVAL OF PARK LAND DEDICATION OR MONEY IN-LIEU:

I HEREBY CERTIFY THAT THIS FINAL PLAT COMPLIES WITH SECTION 166.33 (H) WITH THE OWNER PAYING IN-LIEU $_____

DATE _____ PARKS & RECREATION REPRESENTATIVE

CERTIFICATE OF APPROVAL OF BUILDING SET-BACK DIMENSIONS:

I HEREBY CERTIFY THAT ALL BUILDING SETBACK DIMENSIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.

DATE _____ ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR RECORDING:

THIS PLAT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD _____, 20____.

DATE _____ SECRETARY

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.

DATE _____ REGISTERED LAND SURVEYOR / PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF APPROVAL OF TREE PROTECTION & PRESERVATION:

I HEREBY CERTIFY THAT THIS PLAT HAS COMPLIED WITH THE REQUIREMENTS OF THE TREE PROTECTION AND PRESERVATION ORDINANCE OF THE CITY OF FAYETTEVILLE CODE.

DATE _____ URBAN FORESTER

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM:

I HEREBY CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION SYSTEM INSTALLED IN THE SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE ARKANSAS STATE BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE.

DATE _____ CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE:

I HEREBY CERTIFY THAT THE STREET AND DRAINAGE SYSTEMS INSTALLED IN THIS SUBDIVISION FULLY MEET REQUIREMENTS OF THE CITY OF FAYETTEVILLE.

DATE _____ CITY ENGINEER

CERTIFICATE OF APPROVAL OF SIDEWALKS:

CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY SIDEWALK AND TRAILS COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF ALL SIDEWALKS SHOWN ON THIS FINAL PLAT.

DATE _____ CITY ENGINEER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND ARE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

DATE _____ ELECTRIC

DATE _____ GAS SERVICE

DATE _____ TELEPHONE

DATE _____ CABLE TELEVISION

DATE _____ CITY OF FAYETTEVILLE

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

DATE _____ OWNER

ZONING: RPZD
PLAT PAGE: 600
PROPOSED USE : RESIDENTIAL SUBDIVISION

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 8314 JOHNNY QUINN

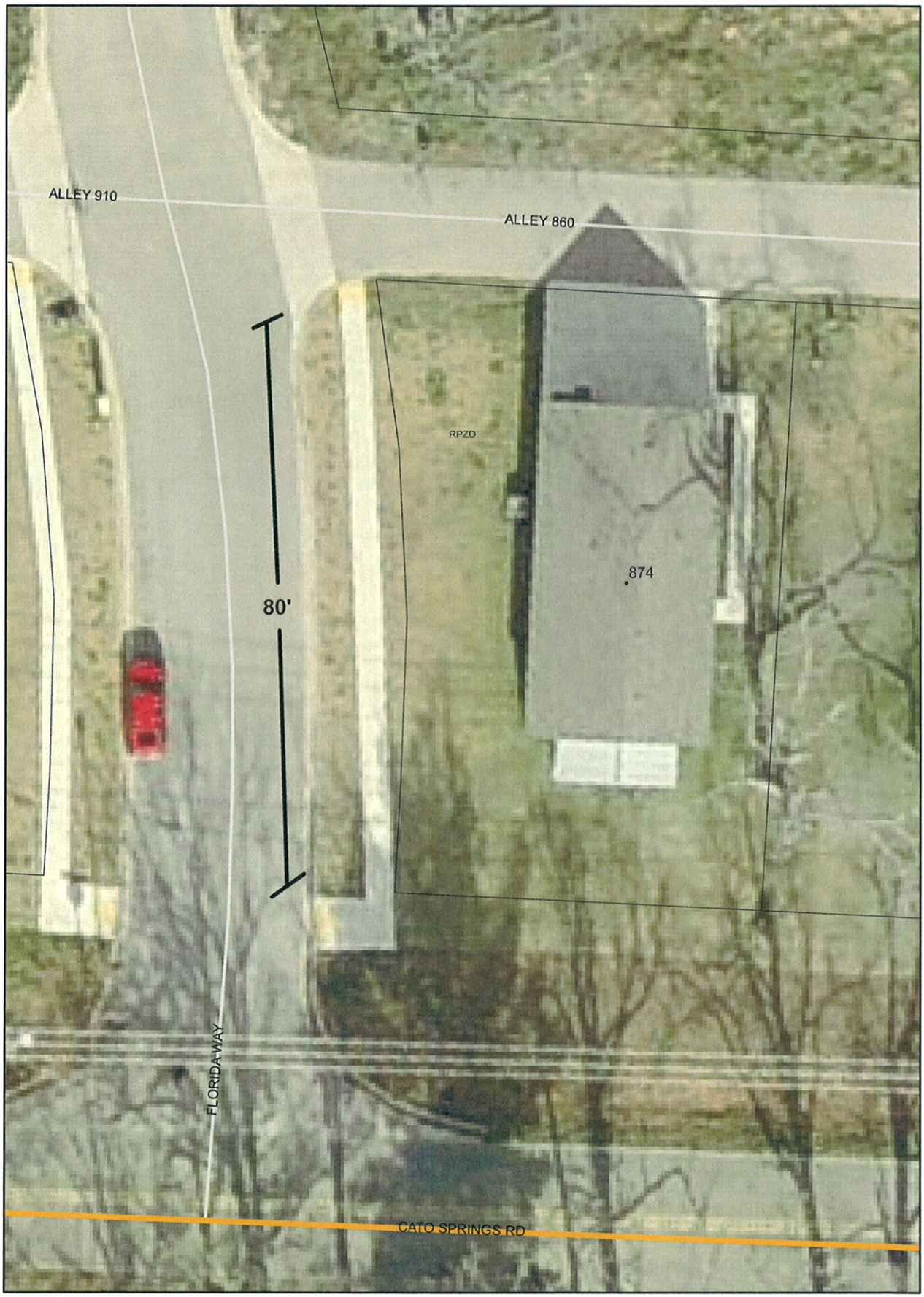
NO.	DATE	CHK	APPVD.	DESCRIPTION
FP-1	08-11-07	LAM		FAYETTEVILLE TECH. PLAT COMMENTS

REVISIONS

McClelland Consulting Engineers Incorporated
Fayetteville 1810 N. College
Little Rock 500 W. Markham

FINAL SUBDIVISION PLAT
FINAL PLAT
THE BUNGALOWS AT CATO SPRINGS
CATO SPRINGS + CLOVER DR FAYETTEVILLE, ARKANSAS

DRAWN BY: CCS/WRS/LAM	APPROVED
SCALE 1" = 40'	DATE AUGUST 2007
JOB NO. 17092/102	FIELD BOOK -
SHEET 1 OF 1	REV FP-2



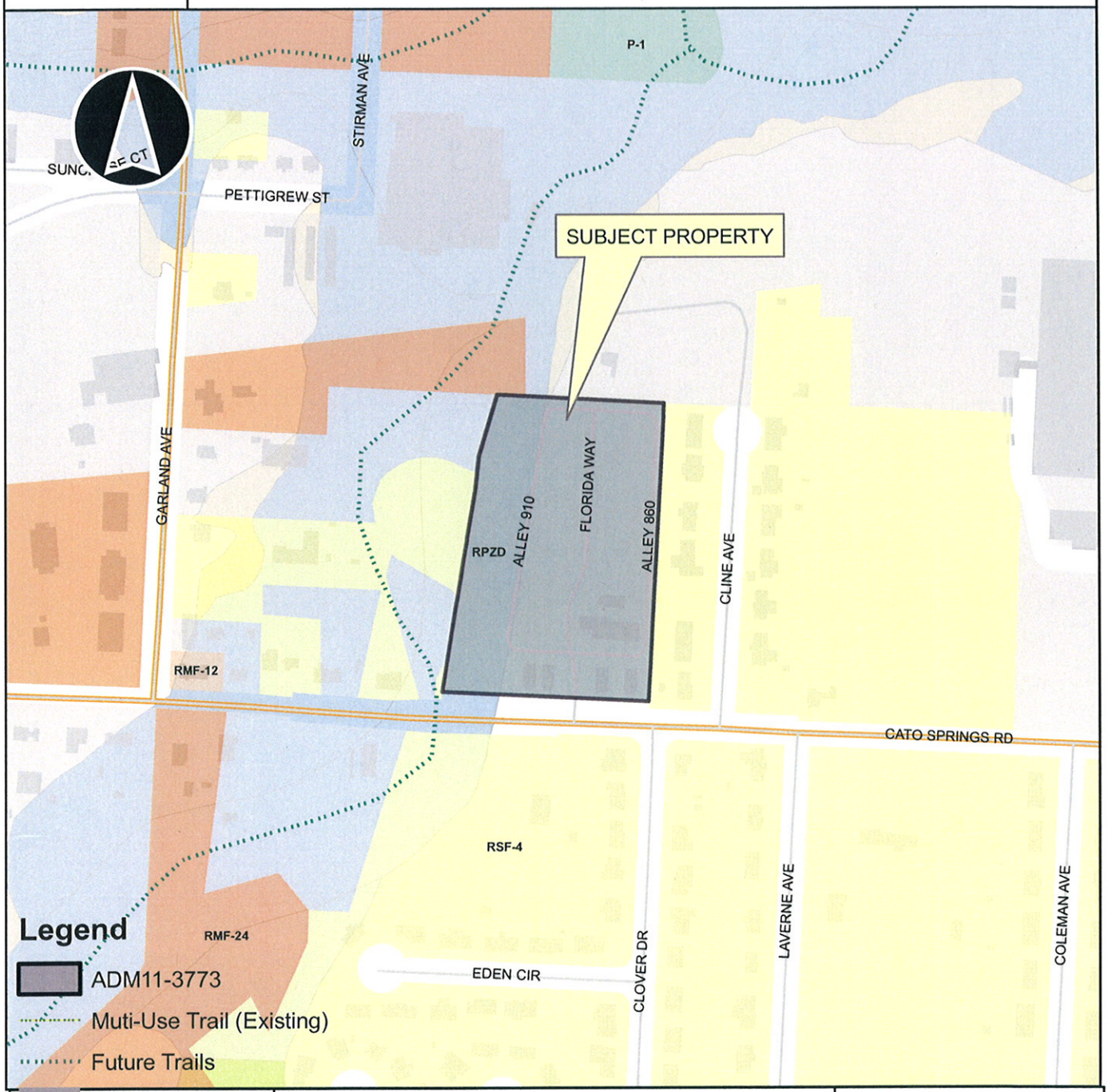
ADM 11-3773 Bungalows at Cato Springs
PZD Modification No. 2

1 inch = 20 feet
02.55 10 15 20
Feet
N

ADM11-3773

Close Up View

BUNGALOW @CATO SPRINGS MOD. #2



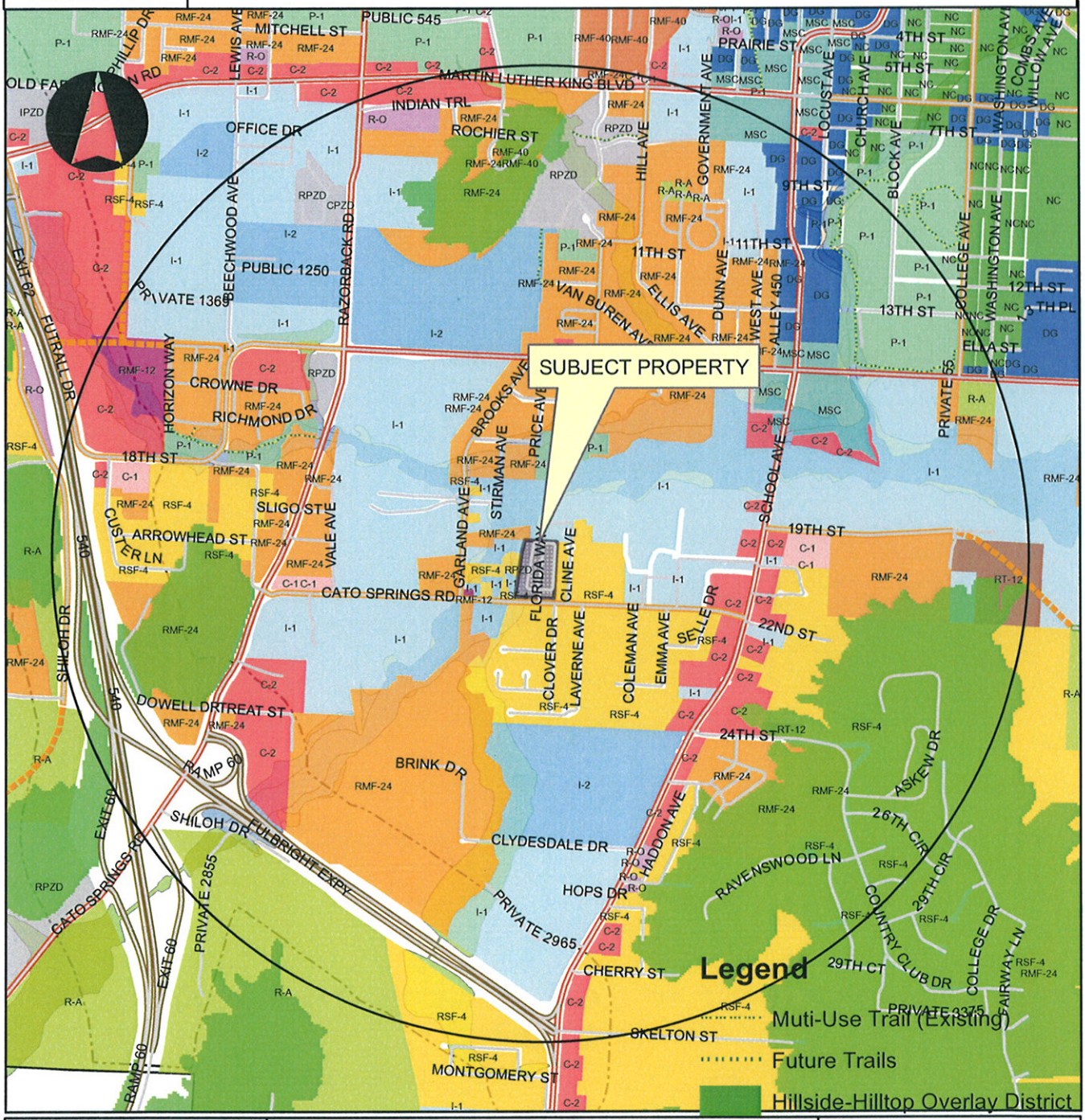
Footprints 2010
Hillside-Hilltop Overlay District
Design Overlay District
Design Overlay District
Planning Area
Fayetteville

0 125 250 500 750 1,000 Feet

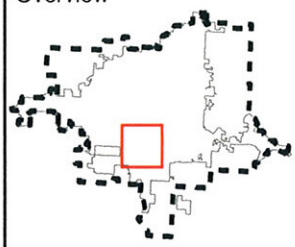
ADM11-3773

One Mile View

BUNGALOWS @CATO SPRINGS MOD. #2



Overview



Legend

Subject Property

ADM11-3773

Boundary

ADM11-3773

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/2011
City Council Meeting Date
Agenda Items Only

John Goddard	Finance	Information Technology
Submitted By	**Division**	**Department**

Action Required:

This agreement is to obligate funds for the ArcGIS suite of Software. This is an on-going software maintenance.

$ 31,682.50	$ 361,458.00	Maintenance
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.1710.5415.00	$ 177,510.46	Information Technology
Account Number	Funds Used to Date	Program / Project Category Name
02055	$ 183,947.54	General
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

John Goddard	3/8/11
Department Director	Date
	3-10-11
City Attorney	Date
Paul A. Becker	3-10-2011
Finance and Internal Services Director	Date
	3-10-11
Chief of Staff	Date
	3/10/11
Mayor	Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-09-11 P03:18 RCVD
Kim G.

Received in Mayor's Office ENTERED 3/10/11

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan

Thru: Scott Huddleston

From: John Godd~~ard~~

Date: 3/9/2011

Subject: Renewal of Geographic Information System Software Maintenance Agreement (ESRI software)

DESCRIPTION: The Geographic Information System Software from ESRI has been used by the City since 1996. This is a propretary software and it is the primary mapping software used by the City with more that 40 Licenses in nearly every Division of the City.

RECOMMENDATION:

Staff recommends the renewal of this software agreement. This is a propretary software for which no other entity can offer maintenance and support. It is a world standard for managing Geographic Information, and the City is heavily invested in this system. Many City functions of the rely on it for routine information, and it is critical in many operations. This includes the Police Dispatch, Fire, Engineering, Planning, Utilities.

BUDGET IMPACT:

$31,682.00

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH ESRI, INC. IN THE AMOUNT OF $31,682.50 FOR MAINTENANCE AND UPGRADES TO GEOGRAPHIC INFORMATION SYSTEM SOFTWARE FOR 2011 AND FOR FUTURE YEARS

WHEREAS, when ESRI, Inc. was selected to provide GIS software to the City, the amount at issue fell below the minimum required for competitive bidding; and

WHEREAS, the City has had an ongoing relationship with ESRI, Inc. since approximately 1996 related to software upgrades and maintenance on City GIS systems; and

WHEREAS, the renewal amount for GIS software upgrades and maintenance has now exceeded that which would require the solicitation of competitive bids, and

WHEREAS, it is in the best interests of the City to continue its relationship with ESRI, Inc. related to GIS software and maintenance this year and in future years,

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 contract with ESRI, Inc. in the amount of $31,682.50 for software maintenance and upgrades to City GIS systems in 2011, and further waives the requirements of formal competitive bidding for future annual renewals.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED: ATTEST:

By: _____ By: _____

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

ESRI Inc
380 New York Street
REDLANDS CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 01/04/2011
TO: John Goddard
ORGANIZATION: CITY OF FAYETTEVILLE
INFORMATION TECHNOLOGY DEPT
FAX #: 479-575-8316 **PHONE #:** 479-575-8219

FROM: Patrick Whalen
FAX #: 909-307-3083 **PHONE #:** 888-377-4575 Ext. 2470
EMAIL: pwhalen@esri.com

Number of pages transmitted (including this cover sheet): 6

QUOTATION #25455418
DOCUMENT DATE: 01/04/2011

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit http://www.esri.com/maintenancebenefits.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html.

For details about ECP discounts and waivers for non-profit users please visit http://www.conservationgis.org/grant

If you have any questions or need additional information, please contact Customer Service at 888-377-4575.

esri®
380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45752470
Fax #: 909-307-3083

Quotation

Date: 01/04/2011 **Quotation Number:** 25455418

Send Purchase Orders To:
ESRI, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Patrick Whalen

Please include the following remittance address on your Purchase Order:
ESRI Inc.
File #54630
Los Angeles, CA 90074-4630

CITY OF FAYETTEVILLE
INFORMATION TECHNOLOGY DEPT
113 W MOUNTAIN
FAYETTEVILLE AR 72701
Attn: John Goddard

Customer Number: 23472
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	3,000.00	3,000.00
1010	2	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	1,200.00	2,400.00
2010	1	86497 ArcEditor Concurrent Use Primary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	1,500.00	1,500.00
3010	2	86500 ArcEditor Concurrent Use Secondary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	1,200.00	2,400.00
4010	1	87232 ArcGIS Spatial Analyst Concurrent Use Primary Maintenance Start Date: 04/02/2011	500.00	500.00

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Patrick Whalen **Ext:** 2470 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45752470
Fax #: 909-307-3083

Quotation

Page 2

Date: 01/04/2011 **Quotation Number:** 25455418

Item	Qty	Material#	Unit Price	Extended Price
		End Date: 04/01/2012		
5010	1	87198 ArcGIS 3D Analyst Concurrent Use Primary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	500.00	500.00
6010	1	98696 ArcGIS Publisher Concurrent Use Primary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	500.00	500.00
7010	4	87192 ArcView Single Use Primary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	400.00	1,600.00
8010	32	87193 ArcView Single Use Secondary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	300.00	9,600.00
9010	1	93303 ArcEditor Single Use Primary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	1,500.00	1,500.00
10010	1	100571 ArcGIS Network Analyst Concurrent Use Primary Maintenance Start Date: 04/02/2011 End Date: 04/01/2012	500.00	500.00
11010	1	115680 ArcGIS Server Standard Enterprise Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes ArcGIS Server Basic Enterprise Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	5,000.00	5,000.00
11020	1	109839		

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Issued By: Patrick Whalen **Ext:** 2470 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45752470
Fax #: 909-307-3083

Quotation

Page 3

Date: 01/04/2011 **Quotation Number:** 25455418

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Server Standard Enterprise Up to Four Cores Migrated Maintenance Item equals $2,000.00 of the bundled price. Start Date: 04/02/2011 End Date: 04/01/2012		
11030	1	109840 ArcGIS Server Basic Enterprise Up to Four Cores Migrated Maintenance Item equals $3,000.00 of the bundled price. Start Date: 04/02/2011 End Date: 04/01/2012		

Subtotal	29,000.00
Estimated Taxes	2,682.50
Total	**$ 31,682.50**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Issued By: Patrick Whalen **Ext:** 2470 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45752470
Fax #: 909-307-3083

Quotation

Page 4

Date: 01/04/2011 **Quotation Number:** 25455418

Item	Qty	Material#	Unit Price	Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent to or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing ESRI to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if ESRI does not have my current exempt information on file.

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Issued By: Patrick Whalen **Ext:** 2470 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45752470
Fax #: 909-307-3083

Quotation

Page 5

Date: 01/04/2011 **Quotation Number:** 25455418 **Customer Number:** 23472

Item	Qty	Material#	Unit Price	Extended Price

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether ESRI is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Signature of Authorized Representative _____ Date _____

Name (Please Print) _____ Title _____

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Issued By: Patrick Whalen **Ext:** 2470 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/5/2011
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities Capital Projects	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession of certain lands, owned by J. E. Lindsey Family Limited Partnership, necessary for the Highway 265 Water/Sewer Relocations.

$ 1,400	$ 5,405,318	W&S Relocations-2009 Bond Proceeds
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5640.5310.00	$ (391)	Water & Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
09018.0903	$ 5,405,709	Water & Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

Department Director — Date: 18 March

City Attorney — Date: 3-21-11

Finance and Internal Services Director — Date: 3-21-2011

Chief of Staff — Date: 3-22-11

Mayor — Date: 3/22/11

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 03-18-11 P03:20 RCVD

Received in Mayor's Office

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF APRIL 5, 2011
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Fayetteville Water and Sewer Committee
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: March 18, 2011

Subject: Approval of a resolution authorizing the City Attorney to seek possession by condemnation of portions of property along Highway 265 (Crossover Road)

RECOMMENDATION

Staff recommends approval of a resolution authorizing the City Attorney to seek possession by condemnation of a portion of a properties along Highway 265 (Crossover Road). The property is owned by J. E. Lindsey Family LtdP.

BACKGROUND

The Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 265 (Crossover Road) from Mission Boulevard north to Joyce Boulevard. Due to AHTD's acquisition of additional right-of-way to widen the road, utility lines must be relocated outside of the expanded right-of-way. All proposed utility easements are adjacent to the new highway right-of-way and/or existing utility easements. This particular property was approved for condemnation action against the previous owner, John R. & Rebecca Ann Rutledge on November 2, 2010. While the easement acquisition was underway prior to this date, the property was sold on September 23, 2010 to J. E. Lindsey Family LtdP. The City was not aware of the sale, as all ownership research occurred prior to the sale.

DISCUSSION

Upon learning of the property sale, City of Fayetteville staff has been negotiating with Hugh Jarratt, corporate attorney for Lindsey Management Co., Inc. An offer was made on January 31, 2011, for $1,200, 25% of appraised value and exactly as recommended by the appraisal that was completed January 13, 2011. Mr. Jarratt responded by email on February 7, 2011, stating "We have gotten $3.50 per foot for easements related to this project on adjacent ground. The owner of Tract 26 will not take any less than that." This amount reflects full fee simple, whereas the City typically pays 10% of full fee simple for easements on land in a flood plain, and 25% for other easements for buried utilities. There were no other acquisitions from the City from Lindsey Management for the Highway 265 project. Staff explained that this location was (1) in a flood plain, and (2) for an underground utility easement, and (3) is in an area surrounded by preexisting easements. These conditions make 25% of full fee simple a very generous offer. Several weeks of negotiation, including emails and phone calls, did not change either position.

BUDGET IMPACT

The payment for land acquisition will be made from the Highway 265 Water/Sewer Relocations project budget. This is an estimate; the final cost is subject to negotiation with the property owners or by court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation.

Attachments: Case History

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE J.E. LINDSEY FAMILY LIMITED PARTNERSHIP NEEDED FOR WATER AND SEWER IMPROVEMENTS ALONG CROSSOVER ROAD (STATE HIGHWAY 265)

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property located on Parcel No. 765-13249-070 and owned by the J.E. Lindsey Family Limited Partnership that is needed for a utility easement for water and sewer improvements along Crossover Road (Highway 265), and to pay into the registry of the Circuit Court just compensation therefor.

PASSED and **APPROVED** this 5th day of April, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CASE HISTORY
JE Lindsey Family Limited Partnership
Tract 26
Hwy 265 Water/Sewer Relocations

1/31/2011	Packet hand-delivered to Lindsey & Associates, Inc. with offer letter, map, water/sewer easement, and vendor form.
2/7/11	Holly J. received call from Hugh Jarratt, Corporate Attorney, for Lindsey requesting $4,000 for easement. He was informed that all counteroffers must be in writing.
2/7/11	Hugh Jarratt emailed a counteroffer of $3.50 per square or $4,000 offer fee simple for 1168 square feet of PE and 1080 square feet of TCE. I responded that the city normally pays 25% of fee simple for easements but that I would talk to Mr. Jurgens. I explained that this lot is almost completely easements and in the floodplain.
2/22/11	Hj re-sent an email to Mr. Jarratt confirming 25% for the easement. He had not received the first response from the 7th and then he requested a highlighted map showing the boundaries of the easement area. I sent aerials showing the existing easements, new proposed easement, new right of way and flood plain, as these relate to Coy Kaylor, 265 and the creek on this property.
3/2/11	Mr. Jurgens sent an email to Mr. Jarratt informing him of the Council meeting in an attempt to expedite.
3/3/11	Mr. Jarratt responded by asking what would be done in the easement.
3/4/11	Mr. Jurgens informed him via email that the 36-inch water line would be crossing 265 in this area.
3/16/11	Phone conversation between Mr. Jurgens and Mr. Jarratt positions of water line and letting Mr. Jarratt know the City had to move forward. Mr. Jurgens explained the area required is in a flood plain and is surrounded by easements and is thus unbuildable. Mr. Jarratt stated that Mr. Lindsey told him to stay with the full $3.50 per square foot (full fee simple) value.

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

Fayetteville
ARKANSAS
www.accessfayetteville.org

January 31, 2011

J.E.Lindsey Family Limited Partnership
PO Box 13000
Fayetteville, AR 72703-1000

RE: Project No. 08072
Highway 265 Water/Sewer Relocations
Tract No. 26
Offer Letter

Dear Mr. Lindsey:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 265 (Crossover Road) from Mission Boulevard north to Joyce Boulevard. Because of AHTD's acquisition of additional right-of-way to widen the road, utility lines will need to be relocated outside of the right-of-way which will require a permanent easement adjacent to the new right-of-way. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $800.00 for the rights associated with the permanent easement (1,168 square feet) and $400.00 for the rental of the property within the temporary construction and grading easement (1,080 square feet), for a total offer amount of **$1,200.00**.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded documents upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, Kem Wimberly at (479) 444-3415. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens, P.E.
Utilities Director

DJ/hj

Enclosures

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **J.E. Lindsey Family Limited Partnership, an Arkansas Limited Partnership**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2010-28803)

Tract 2: A part of the SW¼ of the NW¼ of Section 30, Township 17 North, Range 29 West, Washington County, Arkansas, being more particularly described as: Commencing at the SW corner of the SW¼ of the NW¼; thence N88°52'19"E 757.54 along the South line of said SW¼ of the NW¼ to the centerline of Mud Creek on the North boundary line of Paradise Place; thence N59°19'25"E 128.74 feet to the point of beginning and run thence N00°45'18"W 200.42 feet; thence N68°49'18"E 114.63 feet; thence N62°37'39"E 153.50 feet to the Westerly right of way line of Arkansas State Highway Number 265; thence S4°23'31"W 19.54 feet along said Westerly right of way to the aforesaid centerline of Mud Creek; thence S25°26'54"W 105.95 feet along said centerline; thence S36°56'20"W 151.21 feet along said centerline; thence S48°02'51"W 68.05 feet along said centerline; thence S59°19'25"W 60.52 feet along said centerline to the point of beginning, containing 0.771 acres, more or less. Legal description from Lot Line Adjustment filed for record February 22, 2006, as survey record 2006-7406, records of Washington County, Arkansas.
Less and Except that portion of the subject land described in an Order of Possession filed for record April 6, 2010 as order number 2010-13840 in Civil Case CV 2010-1001, records of Washington County, Arkansas, being described as follows, to-wit: Part of the Fractional SW¼ of the NW¼ of Section 30, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows: Commencing at a one inch pinched pipe being used as the Center West Sixteenth corner of Section 30; thence N87°30'28"W along the South line of the Fractional SW¼ of the NW¼ of Section 30, a distance of 235.17 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence N04°29'08"E along said right of way line a distance of 340.37 feet more or less to a point on the North line of Lot 7, Block 3, Paradise Place, which is on the approximate centerline of Mud Creek to the point of beginning, thence S29°03'25"W along said centerline a distance of 93.93 feet, more or less, to a point; thence S40°24'56"W along said centerline a distance of 34.42 feet, more or less, to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 040517; thence N00°09'23"E along said right of way line a distance of 169.92 feet, more or less, to a point, thence S86°18'39"E a distance of 52.92 feet to a point; thence in a Southeasterly direction along said right of way on a curve to the right having a radius of 25.00 feet, a distance of 38.46 feet, a chord bearing S39°32'06"E, a distance of 34.78 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 5704; thence S04°29'08"W along said right of way line a distance of 20.94 feet to a point; thence S 29°03'25"W along said right of way line a distance of 12.02 feet, more or less, to the point of beginning, and containing 0.19 acres, more or less, as shown on plans prepared by the AHTD referenced as Job 040517.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 30, T-17-N, R-29-W, Washington County, Arkansas, being more particularly defined as follows: A forty (40) foot permanent utility easement of equal and uniform width located within property described in Deed Record 2010-28803, said easement being adjacent to the West line of the new proposed right-of-way of Highway 265. This permanent utility easement is shown and dimensioned in detail on the attached Exhibit "A" Map and contains 1,168 square feet (0.03 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty (20) foot temporary construction and grading easement of equal and uniform width located along the North and South sides of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 1,080 square feet (0.03 acres), more or less.

The bases of bearings on the attached Exhibit "A" Map are referenced from AHTD Job 040517.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2011.

J.E. Lindsey Family Limited Partnership

BY: J. EDGAR LINDSEY, INC., General Partner

_____
James E. Lindsey, President

LINDSEY FAMILY TRUST – Limited Partner

_____
James E. Lindsey, Trustee

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **James E. Lindsey,** to me well known as the persons who stated that he is the President of J. Edgar Lindsey, Inc., General Partner of the J.E. Lindsey Family Limited Partnership, and was duly authorized in his respective capacity to execute to foregoing instrument for and in the name and on behalf of said Partnership, and who further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2011.

_____
Notary Public

MY COMMISSION EXPIRES:

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **James E. Lindsey,** to me well known as the persons who stated that he is the Trustee of the Lindsey Family Trust, Limited Partner of the J.E. Lindsey Family Limited Partnership, and was duly authorized in his respective capacity to execute to foregoing instrument for and in the name and on behalf of said Trust, and who further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2011.

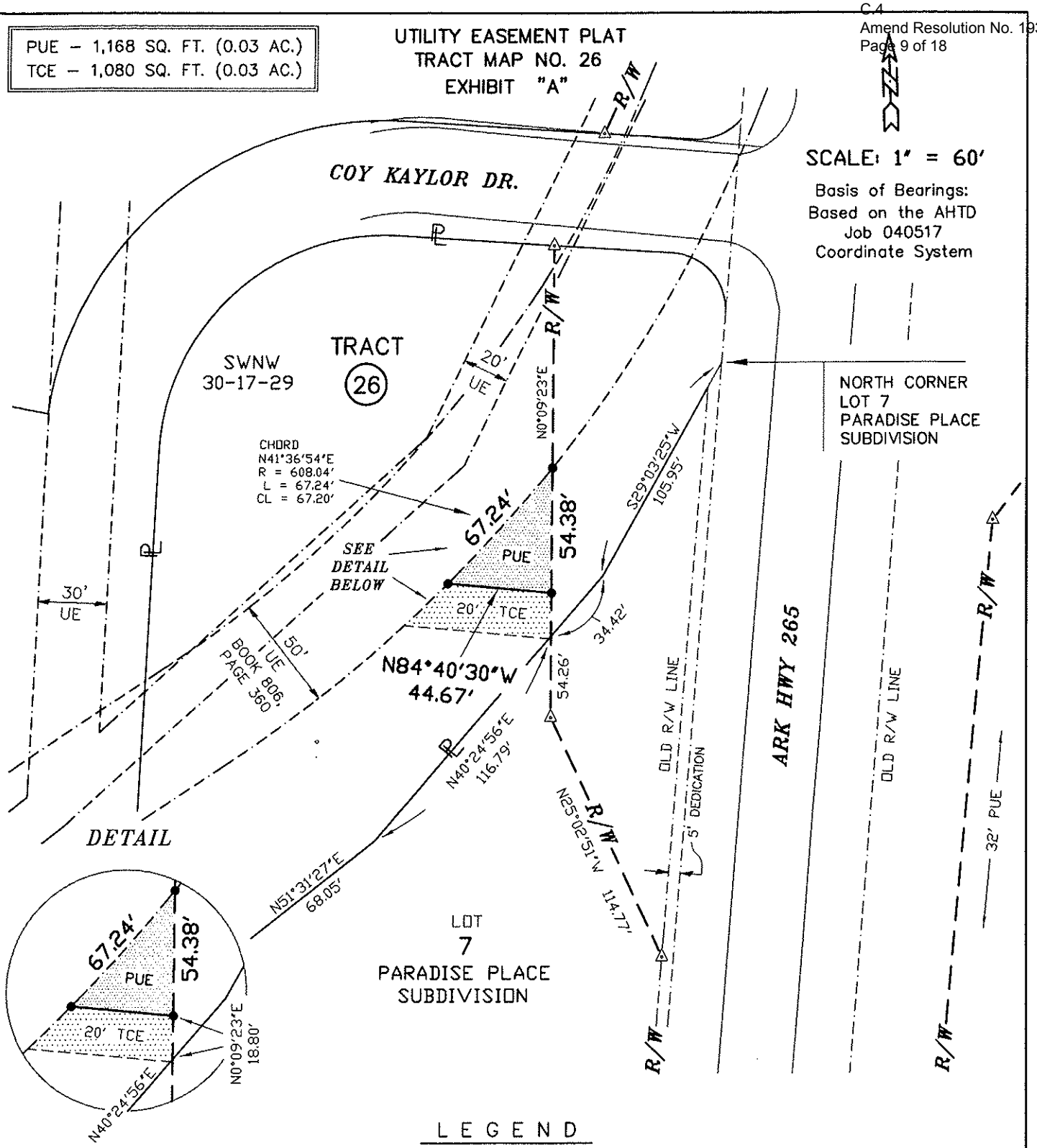
_____
Notary Public

MY COMMISSION EXPIRES:

_____

PUE – 1,168 SQ. FT. (0.03 AC.)
TCE – 1,080 SQ. FT. (0.03 AC.)

UTILITY EASEMENT PLAT
TRACT MAP NO. 26
EXHIBIT "A"



LEGEND

Permanent Utility Easement		Temporary Construction Easement	
●	Corner of Permanent Utility Easement	— · — · —	Existing Utility Easement Line
765-13249-070	Tax Parcel Number	PUE	Permanent Utility Easement
9786240-42	Deed Record	TCE	Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : John R. & Rebecca A. Rutledge		Project Name : Ar Hwy 265 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Aug 2010	Scale : 1" = 60'	
	Project No. 082146	Tract No. 26	AHTD Tract No. 61

Holly Jones - Re: Counteroffer

From: Holly Jones
To: Jarratt, Hugh
Date: 2/7/2011 10:05 AM
Subject: Re: Counteroffer
CC: Jurgens, David
Attachments: 1595.pdf

Mr. Jarratt,

I have spoken to Mr. Jurgens and our counteroffer to J.E. Lindsey Family Limited Partnership is below:

We have reviewed the areas needed for easement on this property and feel that the amount needed versus the amount requested from the property owner are not justified on a lot that is almost entirely consumed by easement prior to our offer. Please see attached plat.
We have no qualms with paying 25% of $3.50 per square foot for the permanent easement area or $1020.00 and 10% for the TCE or $380 for a total new offer of $1400.00, but anymore than that on a lot that is almost completely absorbed by easements already would be unjustifiable.

If you have questions, please don't hesitate to contact either me or Mr. Jurgens at djurgens@ci.fayetteville.ar.us

Sincerely

Holly Jones
Land Agent
Engineering Division
hjones@ci.fayetteville.ar.us
ph: (479) 444-3414
fax: (479) 575-8202
TDD (Telecommunications Device for the Deaf): (479) 521-1316

>>> "Hugh Jarratt" <hugh.jarratt@lindseymanagement.com> 2/7/2011 9:16 AM >>>
Holly:

We have gotten $3.50 per foot for easements related to this project on adjacent ground. The owner of Tract 26 will not take any less than that. I do not know yet what the owners will want in terms of the temporary construction easement.

Hugh

Hugh Jarratt
Corporate Attorney
(479) 521-6686
1200 E. Joyce Blvd.
Fayetteville, AR 72703

This e-mail and any files transmitted with it are the property of Lindsey Management Co., Inc. and/or its related companies, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender at 479-521-6686 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing or copying of this email is strictly prohibited.

Holly Jones - RE: Counteroffer

From: "Hugh Jarratt" <hugh.jarratt@lindseymanagement.com>
To: "'Holly Jones'" <hjones@ci.fayetteville.ar.us>
Date: 2/24/2011 9:31 AM
Subject: RE: Counteroffer

I am not smart enough to figure out where your easement is on this plat, can you highlight the boundaries of the easement?

Hugh

Hugh Jarratt
Corporate Attorney
(479) 521-6686
1200 E. Joyce Blvd.
Fayetteville, AR 72703

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From: Holly Jones [mailto:hjones@ci.fayetteville.ar.us]
Sent: Tuesday, February 22, 2011 12:28 PM
To: Hugh Jarratt
Cc: David Jurgens; Jill Goddard; Jason Kelley; Shannon Jones
Subject: Re: Counteroffer

Originally sent 2/7/11 re-sent 2/22/11,
Thank you
Holly Jones

Mr. Jarratt,

I have spoken to Mr. Jurgens and our counteroffer to J.E. Lindsey Family Limited Partnership is below:

We have reviewed the areas needed for easement on this property and feel that the amount needed versus the amount requested from the property owner are not justified on a lot that is almost entirely consumed by easement prior to our offer. Please see attached plat.
We have no qualms with paying 25% of $3.50 per square foot for the permanent easement area or $1020.00 and 10% for the TCE or $380 for a total new offer of $1400.00, but anymore than that on a lot that is almost completely absorbed by easements already would be unjustifiable.

If you have questions, please don't hesitate to contact either me or Mr. Jurgens at djurgens@ci.fayetteville.ar.us

Sincerely

Holly Jones
Land Agent

Holly Jones - RE: Easement Counteroffer- Coy Kaylor and Highway 265

From: David Jurgens
To: Jarratt, Hugh
Date: 3/4/2011 3:17 PM
Subject: RE: Easement Counteroffer- Coy Kaylor and Highway 265
CC: Jones, Holly; Jones, Shannon

Hugh,

There are currently both City water and sewer lines immediately adjacent- one on each side of this exact spot. Significant work will be taking place on both. The water line is large- 36" diameter, which has been in place for many years.

Specifically, that exact location will be used to reroute the 36" water line crossing the widened Crossover Road.

Please let me know if you have any other questions.

Thank you,

David

>>> "Hugh Jarratt" <hugh.jarratt@lindseymanagement.com> 3/3/2011 1:24:59 pm >>>
What is the city going to be doing in the easement?

Hugh

Hugh Jarratt
Corporate Attorney
(479) 521-6686
1200 E. Joyce Blvd.
Fayetteville, AR 72703

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-----Original Message-----
From: David Jurgens [mailto:djurgens@ci.fayetteville.ar.us]
Sent: Wednesday, March 02, 2011 6:27 AM
To: hugh.jarratt@lindseymanagement.com
Cc: Jones, Holly; Jones, Shannon

Subject: Easement Counteroffer- Coy Kaylor and Highway 265

Hugh,

Please expedite the easement acquisition that Holly Jones and you have been communicating about. It is a very minor easement, placing a very small easement on an area that is entirely within the flood plain and is already covered by pre-existing easements.

Time is short- the Highway Department has been strongly pressuring the City to bid the project, so it has been published and we will open bids on March 30, 2011. This easement is the only easement not resolved.

Prior to the sale, this easement had been approved for condemnation. Due to the property sale, it has been pulled from that list- each condemnation specifically relates to each owner. All other easements for this project have been acquired or approved and fully packaged for condemnation.

Unfortunately, time is short. If we do not have an agreement prior to Tuesday, 8 March, I must present this easement to the Water/Sewer/Solid Waste Committee of the City Council to begin formal condemnation proceedings. The item would be scheduled for the April 5, 2011 City Council meeting.

This easement is way too small to warrant condemnation actions, but we must get resolution.

Please reply as soon as you can, and feel free to ask either me or Holly any questions you may have.

Thank you,

>>> Holly Jones 2/24/2011 11:07 am >>>

Hugh,
Do you have the easement that I sent you? It has an exhibit attached and shows you exactly where it is.
I am looking at it now and in my previous email mislead you stating that it was in the triangle between two easements. It isn't. It's actually the OTHER side of the 50' easement.
I am sending you a PDF of the easement area. If you'll recall I sent an easement request for the Rutledges on this property and mentioned that it would be altered...this drawing shows the 'before' with the tiny amount of tce north and a tce south. With the revisions to the line placement, we've absorbed the northernmost tce into the p.e. and only have a tce on the south now. This aerial should help with placement some. One shows the easement area with flood zones. The other, I lightened the easement area and removed the flood zone and left the lines on so you can see where it will be in relation to the Gazebo and the creek.

I hope this helps :)

Holly Jones
Land Agent

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

*739 N. Steele Blvd., Suite 140, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*

Tom Reed, MAI • Barbara Rhoads • Shannon Mueller • Jordan Karnes, MAI • Brian Kenworthy

January 17, 2011

City of Fayetteville, Arkansas
Attn: Holly Jones
113 West Mountain Street
Fayetteville, AR 72701

RE: Crossover Road (AR Hwy. 265) Water/Sewer Relocations – AR Hwy. 45 to Joyce Boulevard, Project No. 008072; Tract 26; SWC Crossover Road & Coy Kaylor Drive, Fayetteville, Arkansas; Washington County

Dear Ms. Jones:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, we hereby certify that we have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

We further certify that we have no interest, present or contemplated, in the property appraised and that our fee was not contingent upon the value estimate reported.

The following report is presented in a Restricted Use Appraisal Format. Some of the supporting documentation is maintained in the appraisal file. This report can be expanded to a Summary Appraisal Report upon notification from the client.

Based upon an analysis of relevant data and contingent upon the Assumptions and Limiting Conditions which follow and appear later in this report, it is our opinion the market value of the fee simple estate of the subject property, as of January 13, 2011, was as follows:

WHOLE PROPERTY:		
Land - - - - - - -	$110,800	
Improvements - - - - - -	Not Considered	
Total - - - - - - - - - - -		$110,800
REMAINDER PROPERTY:		
Land - - - - - - -	$110,000	
Improvements - - - - - -	Not Considered	
Total - - - - - - - - - - -		$110,000
SUBTOTAL- - - - - - - - - - -		$ 800

PLUS: TEMPORARY CONSTRUCTION EASEMENT	-	-	$ 400
TOTAL ESTIMATED DAMAGE TO MARKET VALUE	-	-	$ 1,200

The preceding values reflect terms equivalent to cash to the owner and represent that for real property only.

The preceding values are based on the following Extraordinary Assumptions:

1. Subject land size is approximately as indicated in this report;
2. The City of Fayetteville, at their expense, will put the land located within the Permanent Utility Easement back to as near original condition as possible;
3. The City of Fayetteville, at their expense, will put the land located within the Temporary Construction Easement back to as near original condition as possible.

If any or all of these Extraordinary Assumptions prove to be untrue, one or both of the preceding value estimates could be influenced.

A Hypothetical Condition in this report is that the proposed right-of-way by the Arkansas State Highway and Transportation Department and the City of Fayetteville for the subject property has been acquired. In reality, the right-of-way acquisition was not yet complete as of the effective date of value in this report.

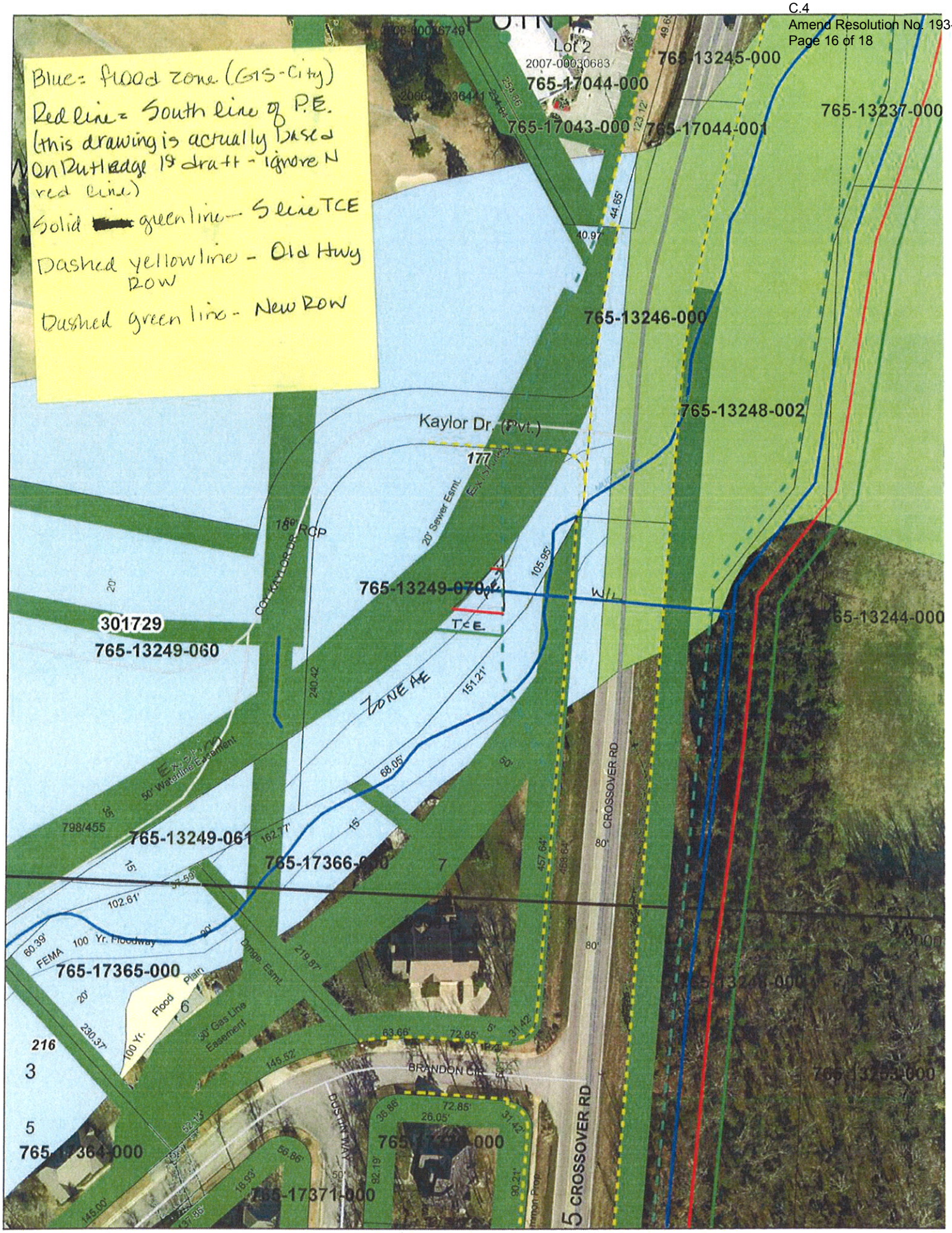
Additional Assumptions and Limiting Conditions appear later in the report.

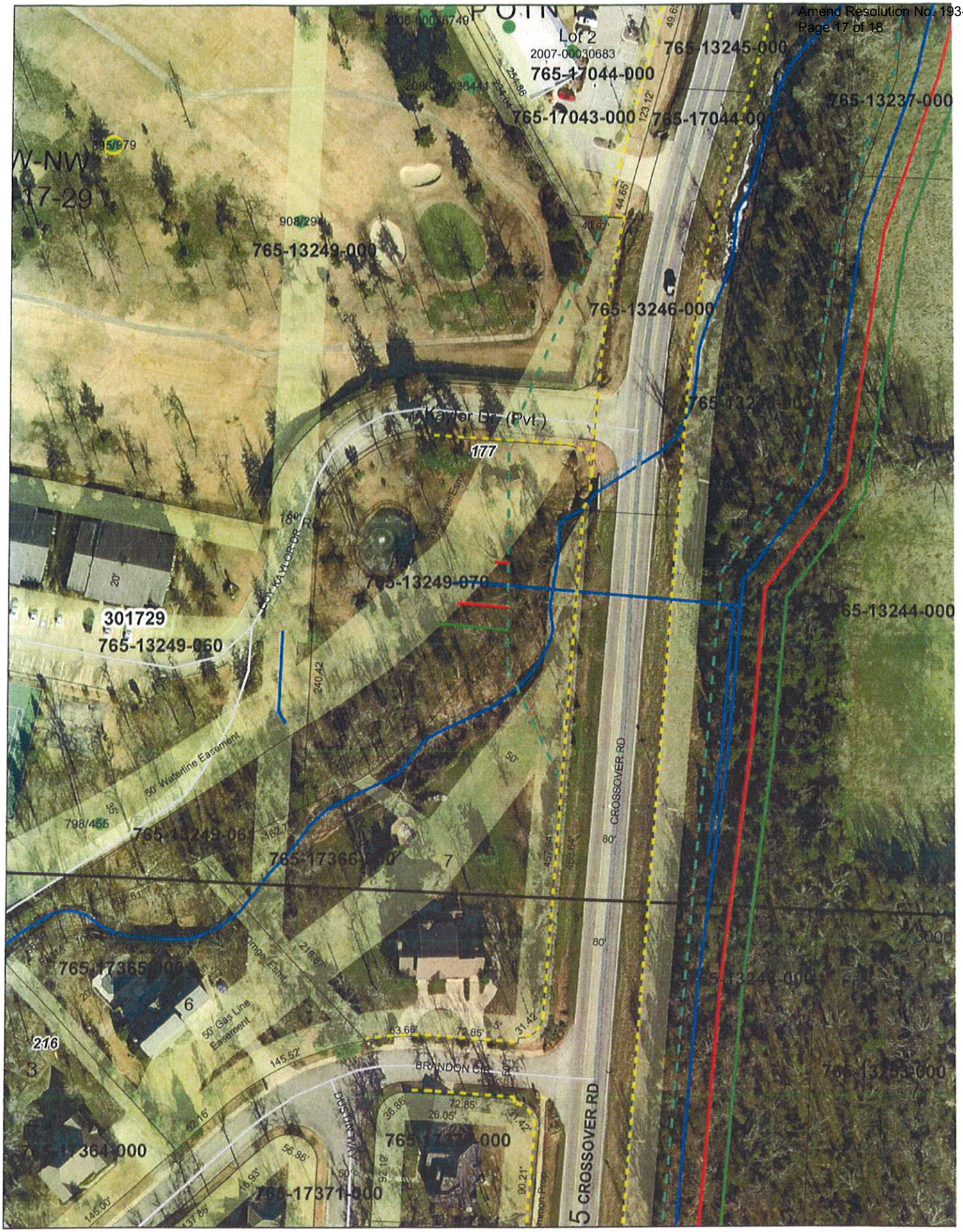
The estimated exposure time for the subject property is one year or less. This was determined by an analysis of market conditions and comparable sales.

Sincerely,

Shannon Mueller, CG2302
REED & ASSOCIATES, INC.

Tom Reed, MAI, CRE, CG0217
REED & ASSOCIATES, INC.


Blue = flood zone (GIS-City)
Red line = South line of P.E.
(this drawing is actually based on Rutledge 19 draft - ignore N red line)
Solid [redacted] green line - Sewer TCE
Dashed yellow line - Old Hwy ROW
Dashed green line - New ROW
Lot 2
2007-00030683
765-17044-000
765-13245-000
765-13237-000
765-17043-000
765-17044-001
765-13246-000
765-13248-002
Kaylor Dr. (Pvt.)
177
20' Sewer Esmt.
Ex. Sewer
18" RCP
765-13249-070
W/L
T.C.E.
301729
765-13249-060
765-13244-000
ZONE AE
Ex. Sewer
50' Waterline Easement
798/455
765-13249-061
765-17366-000
765-17365-000
FEMA 100 Yr. Floodway
100 Yr. Flood Plain
Drage. Esmt.
30' Gas Line Easement
216
3
5
765-17364-000
765-17371-000
BRANDON CIR.
DUSTIN WAY
CROSSOVER RD
5 CROSSOVER RD


Lot 2
2007-00030683
765-17044-000
765-17043-000
765-13245-000
765-13237-000
765-13249-000
765-13246-000
Kaylor Dr. (Pvt.)
177
765-13249-070
301729
765-13249-060
765-13244-000
50' Waterline Easement
765-13249-061
765-17366-000
765-17365-000
50' Gas Line Easement
216
BRANDON CIR.
765-17364-000
765-17371-000
CROSSOVER RD
5

Agenda Session March 29, 2011

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 5, 2011

A meeting of the Fayetteville City Council will be held on April 5, 2011 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:

Agenda Additions:

A. Consent:

1. Approval of the March 15, 2011 City Council meeting minutes and the March 22, 2011 Special City Council meeting minutes.

2. **Carrier Corporation:** A resolution authorizing a contract with Carrier Corporation in the amount of $3,476.00 for the purchase and installation of HVAC controls added to the contract authorized by Resolution No. 184-10 for the Police Department building.

3. **King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $1,075.00 for the purchase and installation of lighting work added to the contract authorized by Resolution No. 185-10 for the Police Department building.

4. **Animal Services Citizen Donation Revenue:** A resolution approving a budget adjustment in the amount of $17,464.00 representing citizen donation revenue to the Animal Services Division during the fourth quarter of 2010.

5. **United States Geological Survey (USGS):** A resolution approving a contract with the United States Geological Survey (USGS) in the amount of $19,600.00 to model the upper end of the Beaver Reservoir related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission, and approving a $4,000.00 project contingency.

6. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC:** A resolution approving a contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the maximum amount of $48,000.00 for the provision of legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

7. **Fayetteville Municipal Property Owners' Improvement District Appointment:** A resolution to appoint three (3) successor commissioners for Fayetteville Municipal Property Owners' Improvement District No. 12 – Belclaire.

8. **Amend Resolution No. 210-10 Bid #10-66:** A resolution amending Resolution No. 210-10 to approve a project contingency of $8,000.00.

9. **Fayetteville Police Department Policy Changes:** A resolution approving amendments to Fayetteville Police Department Policies 16.2.3 Temporary Light Duty, 41.1.4 Bicycle Patrol, 41.3.5 Grooming and Uniform Requirements, and 52.1.1 Office of Professional Standards.

B. Unfinished Business:

1. **Huntingdon Heights Appeal:** An appeal of the City Engineer's determination regarding the driveway approach at 3172 Warwick Dr. *This item was tabled at the February 3, 2011 City Council meeting to the February 15, 2011 City Council meeting. This item was tabled at the February 15, 2011 City Council meeting to the March 15, 2011 City Council meeting. This item was tabled at the March 15, 2011 City Council meeting to the April 5, 2011 City Council meeting.*

2. **Amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes:** An ordinance to amend §117.102 Pedicab Permitted Zone of Operation and Approved Fixed Routes (B) Route Approval and (F) of the Fayetteville Code to allow use of pedicabs on streets with a posted speed limit of thirty-five (35) miles per hour or higher if authorized by the Transportation Services Director and (D) to allow pedicabs to operate on Scull Creek Trail, Mud Creek Trail and Frisco Trail. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

Left on the First Reading

3. **Amend §174.03 Exemptions:** An ordinance to amend §174.03 Exemptions of Chapter 174 Signs of the Fayetteville Code to allow advertising on pedicabs. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

Left on the First Reading

4. **Amend §117.47 Advertising:** An ordinance to amend §117.47 Advertising of the Fayetteville Code to remove authorization to place advertising signs on taxicabs. *This ordinance was left on the First Reading at the March 15, 2011 City Council meeting.*

Left on the First Reading

C. New Business:

1. **VAC 11-3764 (Ozark Dermatology):** An ordinance approving VAC 11-3764 submitted by McClelland Consulting Engineers, Inc. for property located at 152 East Appleby Road to vacate a portion of a utility easement, a total of 436 square feet.

2. **ADM 11-3773 (Bungalows at Cato Springs R-PZD Amendment No. 2**): An ordinance amending a residential planned zoning district entitled R-PZD 05-1797 Bungalows at Cato Springs to revise the zoning criteria for Planning Area Two, to include Use Unit 12, Limited Business, as a permitted use on lot number 30.

3. **ESRI, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with ESRI, Inc. in the amount of $31,682.50 for maintenance and upgrades to Geographic Information System Software for 2011 and for future years.

4. **Amend Resolution No. 193-10:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by the J.E. Lindsey Family Limited Partnership needed for water and sewer improvements along Crossover Road (State Highway 265).

Announcements:

Adjournment: NO TOUR

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.

Pre-Agenda Meeting 3-23-2011

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
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NB New resolution

6. **Amend Resolution No. 193-10:** A resolution amending Resolution No. 193-10 to seek condemnation and possession of certain lands owned by the J.E. Lindsey Family limited partnership needed for water and sewer improvements along Crossover Road (State Highway 265).

7. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC:** A resolution approving a contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the maximum amount of $48,000.00 for the provision of legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

(2) appointees Call Jim McCord

8. **Fayetteville Municipal Property Owners' Improvement District Appointment:** A resolution to appoint John Russell Meeks as a successor commissioner for Fayetteville Municipal Property Owners' Improvement District No. 12 – Belclaire. Hold until 2nd appointment

New Resolution

9. **Amend Resolution No. 210-10 Bid #10-66:** A resolution amending Resolution No. 210-10 ~~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, and approving~~ a project contingency of $8,000.00.

to approve

B. Unfinished Business:

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1. **VAC 11-3764 (Ozark Dermatology):** An ordinance approving VAC 11-3764 submitted by McClelland Consulting Engineers, Inc. for property located at 152 East Appleby Road to vacate a portion of a utility easement, a total of 436 square feet.

2. **ADM 11-3773 (Bungalows at Cato Springs R-PZD Amendment No. 2**): An ordinance amending a residential planned zoning district entitled R-PZD 05-1797 Bungalows at Cato Springs to revise the zoning criteria for Planning Area Two, to include Use Unit 12, Limited Business, as a permitted use on lot number 30.

3. **ESRI, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with ESRI, Inc. in the amount of $31,682.50 for maintenance and upgrades to Geographic Information System Software for 2011 and for future years.

4. **Fayetteville Police Department Policy Changes:** A resolution approving amendments to Fayetteville Police Department Policies 16.2.3 Temporary Light Duty, 41.1.4 Bicycle Patrol, 41.3.5 Grooming and Uniform Requirements, and 52.1.1 Office of Professional Standards.

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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