

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
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
July 19, 2011**

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

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the July 5, 2011 City Council meeting minutes. **APPROVED**
2. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc., as amended, to act as the City of Fayetteville's benefits broker and advisor.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 120-11

3. **ADM 11-3864 Fayetteville Sculpture Show:** A resolution to express the City Council's agreement that the City should create an Art Fair within the city park system and/or along city trails to generate funds to purchase sculptures or other art for the city trails.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 121-11

113 West Mountain Fayetteville, AR 72701 (479) 575-8323 accessfayetteville.org
Telecommunications Device for the Deaf TDD/TTY (479) 521-1316

4. **Garver, LLC:** A resolution to approve an agreement for engineering services with Garver, LLC in a not to exceed amount of \$20,000.00 related to the replacement of the current ten inch Elkins sewer main with an eighteen inch sewer main.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 122-11

5. **Verizon Third Amendment:** A resolution to approve the Third Amendment of the water tower attachment communication site agreement of December 2009 to allow new and additional cell phone antennas to be placed upon the Gulley Road Water Tower by Verizon.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 123-11

6. **Arkansas State Highway Commission Agreement:** A resolution to approve a utility construction/relocation agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 124-11

7. **Arkansas Highway and Transportation Department:** A resolution to dedicate the highway right-of-way to the Arkansas Highway and Transportation Department for the realigned Highway 71.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 125-11

8. **McClelland Engineering, Inc. Task Order No. 6:** A resolution to approve Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the airfield pavement rehabilitation and re-striping project in the approximate amount of \$22,830.00, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 126-11

9. **Bid #11-41 Donnie Sams:** A resolution awarding Bid #11-41 and approving a five (5) year airport hay field lease with Donnie Sams of West Fork, Arkansas in the total rental amount of \$12,805.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 127-11

10. **RFP #11-07 Soccer Uniforms:** A resolution to awarding RFP #11-07 and authorizing a contract with Challenger Teamwear in the amount of \$12.15 each for youth soccer uniforms for the Fall 2011 and Spring 2012 seasons, with an auto-renewal option for the Fall 2012 and Spring 2013 seasons.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 128-11

B. Unfinished Business:

1. **RZN 11-3806 (South of Zion Road and East of Taliesin Lane/Woodbury):** An ordinance revoking R-PZD 06-2190 (Woodbury) rezoning that property described in rezoning petition RZN 11-3806, for approximately 9.26 acres, located south of Zion Road and east of Taliesin Lane, from R-PZD, Residential Planned Zoning District 06-2190, to NC, Neighborhood Conservation. *This ordinance was left on the Second Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Third Reading at the July 5, 2011 City Council meeting and Tabled to the July 19, City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5419

2. **Appeal RZN 11-3831 (209 W. Martin Luther King Blvd.):** An ordinance rezoning that property described in rezoning petition RZN 11-3831, for approximately 2.64 acres located at 209 West Martin Luther King Boulevard from RMF-24, Residential Multi-Family, 24 units per acre to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Second Reading at the July 5, 2011 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5420

C. New Business:

1. **Rebuilding Together, Inc.:** A resolution to waive all development permit fees for Rebuilding Together, Inc. for the remainder of 2011 and throughout all of 2012.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 129-11

2. **RZN 11-3857 (510 West 11th Street/989 South School Avenue/Sale Barn):** An ordinance rezoning that property described in rezoning petition RZN 11-3857, for approximately 12 acres, located at 510 West 11th Street and 989 South School Avenue (The Sale Barn) from RMF-24, Residential Multi-Family, 24 units/acre, I-1, Heavy Commercial/Light Industrial, and DG, Downtown General to CS, Community Services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5421

3. **VAC 11-3861 (1528 North Garland Avenue):** An ordinance approving VAC 11-3861 submitted by H2 Engineering for property located at 1528 North Garland Avenue to vacate two portions of a utility easement, a total of 190 square feet.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5422

4. **Amend §163.13 Wireless Communications Facilities:** An ordinance to amend §163.13 Wireless Communications Facilities of the Unified Development Code to add an exemption necessary for adequate emergency service communications.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5423

5. **Smith Two Way Radio, Inc.:** An ordinance to waive competitive bidding and to approve a purchase of a Motorola radio fire station alerting system in the amount of \$40,240.66 which includes all labor and sales tax.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5424

6. **Coves Subdivision Appeal:** A resolution granting the appeal of Rausch Coleman Homes of the decision of the Urban Forester concerning landscape and tree preservation and protection requirements for the Coves, Phase One, FPL 10-3574.

THIS RESOLUTION WAS TABLED INDEFINITELY

City Council Tour: Monday, July 18, 2011 at 4:30 p.m. The Council will tour the Solid Waste and Recycling Facility.

Announcements:

Adjournment: 8:00 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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TO: Mayor Jordan

Kit Williams
City Attorney

THRU: Sondra Smith, City Clerk

Jason B. Kelley

Assistant City Attorney

FROM: Kit Williams, City Attorney

DATE: July 20, 2011

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of July 19, 2011**

1. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc., as amended, to act as the City of Fayetteville's Benefits Broker and Advisor.
2. **ADM 11-3864 Fayetteville Sculpture Show:** A resolution to express the City Council's agreement that the City should create an Art Fair within the city park system and/or along city trails to generate funds to purchase sculptures or other art for the city trails.
3. **Garver, LLC:** A resolution to approve an agreement for engineering services with Garver, LLC in a not to exceed amount of \$20,000.00 related to the replacement of the current ten inch Elkins sewer main with an eighteen inch sewer main.
4. **Verizon Third Amendment:** A resolution to approve the Third Amendment of the Water Tower Attachment Communication Site Agreement of December 2009 to allow new and additional cell phone antennas to be placed upon the Gulley Road Water Tower by Verizon.
5. **Arkansas State Highway Commission Agreement:** A resolution to approve a Utility Construction/Relocation Agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project.

6. **AHTD Right-of-Way:** A resolution to dedicate the Highway Right-of-Way to the Arkansas Highway and transportation Department for the realigned Highway 71.
7. **McClelland Engineering, Inc. Task Order No. 6:** A resolution to approve Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the Airfield Pavement Rehabilitation and Re-striping project in the approximate amount of \$22,830.00, and approving a budget adjustment.
8. **Bid #11-41 Donnie Sams:** A resolution awarding Bid #11-41 and approving a five year Airport Hay Field Lease with Donnie Sams of West Fork, Arkansas in the total rental amount of \$12,805.00.
9. **RFP #11-07 Soccer Uniforms:** A resolution awarding RFP #11-07 and authorizing a contract with Challenger Teamwear in the amount of \$12.51 each for youth soccer uniforms for the Fall 2011 and Spring 2012 seasons, with an auto-renewal option for the Fall 2012 and Spring 2013 seasons.
10. **Rebuilding Together:** A resolution to waive all development permit fees for Rebuilding Together, Inc. for the remainder of 2011 and throughout all of 2012.
11. **Amendment to §163.13 Wireless Communications Facilities:** An ordinance to amend §163.13 **Wireless Communications Facilities** of the Unified Development Code to add an exemption necessary for adequate emergency service communications.
12. **Smith Two-Way Radio, Inc.:** An ordinance to waive competitive bidding and to approve a purchase of a Motorola Radio Fire Station Alerting System in the amount of \$40,240.66 which includes all labor and sales tax.

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

8

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

Subject:	Consent				
Motion To:		Approve	# 3 ADM 11-3864 removed from Consent		
Motion By:		Gray	for comment		
Seconded:		Tennant	# 6		
<u>Minutes approved</u> # 3 removed for comment # 6 removed for comment 120-11 thru 128-11	Adams	Absent	State Highway Commission Agreed		
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

7-0

Subject:	Consent Agenda Item #3 ADM-11-3864 Fayetteville Sculpture				
Motion To:		Approve		Show	
Motion By:		Petty			
Seconded:		Lewis			
<u>passed</u>	Adams	Absent			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

7-0

Subject:	Consent Agenda Item #6 Arkansas State				
Motion To:		Approve		Highway	Commission
Motion By:		Ferrell			
Seconded:		Boudreaux			
<u>passed</u>	Adams	Absent			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

7-0

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

Subject:	RZN 11-3806 (South of Zion Road and East of Taliesin Lane/Woodbury)				
Motion To:		Pass			
Motion By:					
Seconded:					
B. 1 Unfinished Business <i>passed</i> 5419	Adams	Absent			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

7-0

Subject:	Appeal RZN 11-3831 (209 W. Martin Luther King Blvd.)				C-1
Motion To:		3rd Read	Amend to Community Services		Pass
Motion By:		Boudreaux	Petty		
Seconded:		Lewis	Lewis		
B. 2 Unfinished Business <i>passed</i> with C-1 Zoning 5420	Adams	Absent	Absent		Absent
	Lewis	✓	✓		N
	Gray	✓	N		✓
	Boudreaux	✓	N		✓
	Kinion	✓	N		✓
	Petty	✓	✓		N
	Tennant	✓	N		✓
	Ferrell	✓	N		✓
	Mayor Jordan				

7-0

2-5

5-2

Subject:	Rebuilding Together, Inc				
Motion To:		Approve			
Motion By:		Boudreaux			
Seconded:		Petty			
C. 1 New Business <u>Passed</u> 129-11	Adams	Absent			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

7-0

Subject:	RZN 11-3857 (510 West 11 th Street/989 South School Avenue/Sale Barn)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Gray	Tennant		
C. 2 New Business <u>Passed</u> 5421	Adams	Absent	Absent	Absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	N	N	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

6-1

6-1

7-0

Subject:		VAC 11-3861 (1528 North Garland Avenue)			
Motion To:					
		2nd Read	3rd Read	Pass	
Motion By:		Gray	Boudreaux		
Seconded:		Boudreaux	Ferrell		
C. 3 New Business <u>passed</u> 5422	Adams	Absent	absent	absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	Absent during the vote	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

6-0

7-0

7-0

Subject:		Amend §163.13 Wireless Communications Facilities			
Motion To:					
		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Gray		
Seconded:		Gray	Boudreaux		
C. 4 New Business <u>passed</u> 5423	Adams	Absent	absent	absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	Smith Two Way Radio, Inc				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Ferrell		
Seconded:		Lewis	Tennant		
C. 5 New Business <u>passed</u> 5424	Adams	Absent	absent	absent	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	Coves Subdivision Appeal				
Motion To:		Table Indef.			
Motion By:		Boudreaux			
Seconded:		Lewis			
C. 6 New Business <u>Tabled Indefinitely</u>	Adams	Absent			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Mayor Jordan				

7-0

Mayor Lioneld Jordan
City Attorney Kit Williams
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Aldermen

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Final Agenda City of Fayetteville Arkansas City Council Meeting July 19, 2011

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Left on the Third Reading

2. **Appeal RZN 11-3831 (209 W. Martin Luther King Blvd.):** An ordinance rezoning that property described in rezoning petition RZN 11-3831, for approximately 2.64 acres located at 209 West Martin Luther King Boulevard from RMF-24, Residential Multi-Family, 24 units per acre to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Second Reading at the July 5, 2011 City Council meeting.*

Left on the Second Reading

C. New Business:

- 1. Rebuilding Together, Inc.:** A resolution to waive all development permit fees for Rebuilding Together, Inc. for the remainder of 2011 and throughout all of 2012.
- 2. RZN 11-3857 (510 West 11th Street/989 South School Avenue/Sale Barn):** An ordinance rezoning that property described in rezoning petition RZN 11-3857, for approximately 12 acres, located at 510 West 11th Street and 989 South School Avenue (The Sale Barn) from RMF-24, Residential Multi-Family, 24 units/acre, I-1, Heavy Commercial/Light Industrial, and DG, Downtown General to CS, Community Services.
- 3. VAC 11-3861 (1528 North Garland Avenue):** An ordinance approving VAC 11-3861 submitted by H2 Engineering for property located at 1528 North Garland Avenue to vacate two portions of a utility easement, a total of 190 square feet.
- 4. Amend §163.13 Wireless Communications Facilities:** An ordinance to amend §163.13 Wireless Communications Facilities of the Unified Development Code to add an exemption necessary for adequate emergency service communications.
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City Council Tour: Monday, July 18, 2011 at 4:30 p.m. The Council will tour the Solid Waste and Recycling Facility.

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RESOLUTION NO. _____

A RESOLUTION TO APPROVE TASK ORDER NO. 6 FOR ENGINEERING WORK BY MCCLELLAND ENGINEERING, INC. RELATED TO THE AIRFIELD PAVEMENT REHABILITATION AND RE-STRIPING PROJECT IN THE APPROXIMATE AMOUNT OF \$22,830.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the Airfield Pavement Rehabilitation and Re-Striping Project in the approximate amount of \$22,830.00, and authorizes Mayor Jordan to sign Task Order No. 6 (attached).

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

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council
Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
From: Chase Gipson, Recreation Superintendent
Date: June 30, 2011
Subject: **Resolution to approve a purchase of youth soccer uniforms from Challenger Teamwear in the amount of \$12.15 each for the Fall 2011 Season and the Spring 2012 Season.**

RECOMMENDATION

Parks and Recreation Staff recommends City Council award RFP # 11-07 to Challenger Teamwear for \$12.15 each for the Fall 2011 and Spring 2012 Season, with option for auto-renewal for Fall 2012 and Spring 2013. The amount for the Spring Season depends on the number of children who enroll in the program. Allowing an amount for the Spring Season enables the children who register to play only in the Spring Season to have the same uniform design as the children who play in the Fall Season.

BACKGROUND

One of the fastest growing recreation programs in America is youth soccer. Fayetteville Parks and Recreation's Soccer Program is no exception. This past fall and spring, approximately 1,646 different kids participated in Fayetteville's soccer program, with 1,386 playing in the fall and an additional 260 new participants in the spring. Fayetteville has one of the three largest recreational youth soccer programs in Arkansas.

DISCUSSION

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

An RFP was released asking companies to submit possible uniforms for our program to use. The selection committee consisted of

Four companies submitted a proposal for the uniform purchase ranging in price from \$12.15 - \$22.61 per uniform set. The committee chose the Challenger Teamwear due to its high quality and durability at a low cost of \$12.15 each for year one and \$12.51 each for year two if auto-renewed.

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #11-07 AND AUTHORIZING A CONTRACT WITH CHALLENGER TEAMWEAR IN THE AMOUNT OF \$12.15 EACH FOR YOUTH SOCCER UNIFORMS FOR THE FALL 2011 AND SPRING 2012 SEASONS, WITH AN AUTO-RENEWAL OPTION FOR THE FALL 2012 AND SPRING 2013 SEASONS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #11-07 and authorizes a contract with Challenger Teamwear in the amount of \$12.15 each for youth soccer uniforms for the Fall 2011 and Spring 2012 seasons, with an auto-renewal option for the Fall 2012 and Spring 2013 seasons.

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGENDA REQUEST

FOR: COUNCIL MEETING OF JULY 19, 2011

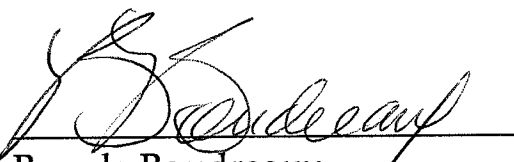
FROM:

ALDERMAN BRENDA BOUDREAUX

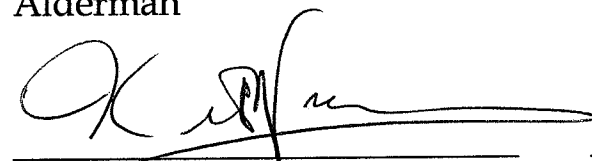
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Waive All Development Permit Fees For Rebuilding Together, Inc. For The Remainder Of 2011 And Throughout All Of 2012

APPROVED FOR AGENDA:


Brenda Boudreaux,
Alderman

7/12/11
Date


City Attorney
(as to form)

7/12/11
Date

From: "Brenda Thiel" <bthiel@cox.net>
To: "Kit Williams" <kwilliams@ci.fayetteville.ar.us>
Date: 7/11/2011 5:23 PM
Subject: RE: Brenda,

Kit,
My email address is the same so you may not have to educate your computer.

Please draft a Resolution for Rebuilding Together for tomorrow's meeting.
Very simply, they are a non-profit and they help low to moderate income
families and individuals by remodeling their homes.
Thanks,
Brenda

-----Original Message-----
From: Kit Williams [mailto:kwilliams@ci.fayetteville.ar.us]
Sent: Monday, July 11, 2011 3:32 PM
To: Brenda Thiel
Subject: Brenda,

Brenda,
My address book refuses to change your name. Please e-mail me
so I can educate my computer. Please also request me to draft a Resolution
for Rebuilding Together with a brief explanation so I can prepare the
resolution waiving their building permit fees for tomorrow.
Kit

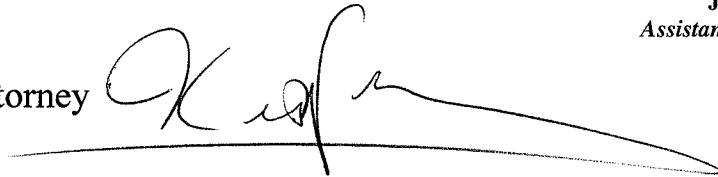
Kit Williams, Fayetteville City Attorney
(479) 575-8313
FAX (479) 575-8315
113 West Mountain
Fayetteville, AR 72701

**TO: Mayor Jordan
City Council**

**Kit Williams
City Attorney**

**Jason B. Kelley
Assistant City Attorney**

FROM: Kit Williams, City Attorney



DATE: July 12, 2011

RE: Waiver of development permit fees for Rebuilding Together, Inc.

Alderman Brenda Boudreaux asked that I draft a Resolution to allow the City Council to exercise its discretion pursuant to §159.01(A)(1) of the Unified Development Code to waive development permit fees in the public interest to assist Rebuilding Together's efforts to rebuild or rehabilitate housing for needy and deserving Fayetteville citizens.

Brenda will explain more about Rebuilding Together and its efforts in Fayetteville at the Agenda and/or City Council meetings. She will explain why she has asked you to approve a waiver of building permit and other development permit fees for Rebuilding Together during the remainder of 2011 and all of 2012.

Attached is §150.01 **Fees/Schedules** of the U.D.C.

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE ALL DEVELOPMENT PERMIT FEES FOR
REBUILDING TOGETHER, INC. FOR THE REMAINDER OF 2011 AND
THROUGHOUT ALL OF 2012**

WHEREAS, Rebuilding Together, Inc. is a nonprofit corporation which works to rebuild and rehabilitate housing for needy and deserving citizens; and

WHEREAS, the Fayetteville City Council has determined that granting a waiver of normal development permit fees for Rebuilding Together, Inc. would serve the public interest and be beneficial to our citizens and the City of Fayetteville as a whole.

**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 waives all development permit fees pursuant to §159.01(A)(1) for Rebuilding Together, Inc.'s projects within Fayetteville during the remainder of 2011 and throughout all of 2012 to facilitate Rebuilding Together, Inc.'s efforts to rebuild and rehabilitate housing for needy and deserving Fayetteville citizens which serves the public interest and is beneficial to the citizens and City of Fayetteville as a whole.

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 159: FEES

159.01 Fees/Schedule

(A) *Fees.* Fees shall be imposed, as set forth below, to cover the cost of public notices and such other expenses as may be incurred in connection with processing of applications, plan reviews, amendments, permits, variances and other matters pertaining to the UDC.

- (1) An alderman may present a resolution to the City Council to waive, or reduce development permit fees otherwise required by this chapter, elsewhere within the Unified Development Code. If the reduction, or waiver would serve the public interest, alleviate an unfair burden upon an applicant, or be beneficial to the city as a whole, the City Council may grant such reduction, or waiver of permit fee.

(B) *Fee schedule.*

- (1) *General.* Unless specific fees are set forth below, the City Council shall, by resolution, establish a schedule of fees and a collection procedure. The schedule of fees shall be posted in the Planning Division.

(2) *Signs.*

- (a) *Signs.* For each sign or other advertising structure regulated by Chapter 174; \$10.00 plus \$1.00 per square foot of sign face.

(b) *Windblown signs.* \$10.00.

(c) *Sign variance.* Filing fee: \$350.00

(3) *Development.*

Concurrent Plat

Nonresidential	\$800.00
10 or less residential units	\$200.00
25 or less residential units	\$400.00
26 or more residential units	\$800.00

Preliminary Plat

Nonresidential	\$800.00
10 or less residential units	\$200.00
25 or less residential units	\$400.00
26 or more residential units	\$800.00

Final Plat

Nonresidential	\$800.00
10 or less residential units	\$200.00
25 or less residential units	\$400.00
26 or more residential units	\$800.00

Concept Plat	\$50.00
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Lot split	\$200.00
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Large Scale Development

Nonresidential	\$800.00
10 or less residential units	\$200.00
25 or less residential units	\$400.00
26 or more residential units	\$800.00

Planned Zoning District

Nonresidential	\$1,125.00
Residential:	
10 or less residential units/lots	\$525.00
25 or less residential units/lots	\$725.00
26 or more residential units/lots	\$1,125.00

(4) *Physical alteration of land.*

Permit Fee

Less than 2 acre	\$75.00
2 to 1 acre	\$100.00
Over 1 acre	\$200.00
Appeals	\$100.00

(Ord. No. 4113, 8-18-98)

(5) *Drainage.* Non-refundable permit application fee.

Up to 0.5 acre	\$75.00
0.51 to 1.0 acre	\$100.00
Over 1.0 acre	\$200.00
Appeals	\$100.00

(6) *Zoning.*

Rezoning	\$325.00
Accessory Dwelling	\$100.00
Conditional use	\$100.00
Manufactured home:	
Initial permit	\$25.00
Renewal	\$12.50
Home occupation:	
Initial permit	\$25.00
Renewal	\$12.50
Variance:	
Before any violation has occurred	\$25.00
After any violation has occurred	\$100.00
Appeal of Zoning and Development Administrator interpretation	\$25.00
Certificate of Zoning Compliance	\$25.00

(7) *Streets and sidewalks.*

Driveway and curb cut	\$20.00
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Fayetteville Code of Ordinances

Sidewalk	\$20.00
Driveway, curb cut and sidewalk	\$25.00
Excavation of streets and other public ways	\$5.00

Cross reference(s) --Excavations, §171.14

(8) *Tree preservation.*

Filing fee	\$120.00
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(9) *Floodplain determination.*

Administrative review fee	\$25.00
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(10) *Vacations.*

Filing fee	\$200.00
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(11) *Building permits.*

- (a) *General fees.* The following general provisions shall apply to all permits, including but not limited to building, electrical, gas, mechanical and plumbing; and shall apply in addition to the fees and requirements set forth in each separate code.

(i) *Permit fees.*

- a. *Design/build fee.* In addition to the permit fees, a design/build fee for fast-track, design-build, and buildings permitted with construction progressing as design and construction plans are in progress shall be equal to one-half the permit fee but shall not be more than \$1,000.00.
- b. *Emergency, investigative and after hour(s).* In addition to the permit fee, an emergency fee for after hours inspection, investigations and emergency inspections shall be \$20.00 per inspection.
- c. *Outside city limits.* In addition to the permit fee, each inspection required outside Fayetteville city limits shall be \$20.00 per inspection.
- d. *Work without permit.* Where work for which a permit is required is started or proceeded prior to obtaining said permit, the fees herein

specified shall be doubled. Payment of such double fee shall not relieve any persons from fully complying with the requirement of any code in the execution of the work nor from any other applicable penalties.

- e. *Re-inspection.* For each re-inspection for correction of violations and/or if installation is not ready for requested inspections the fee shall be \$20.00.

(ii) *Permit valuation.*

- a. Permit valuation is the reasonable valuation of all services, labor, materials, and appliances or devices entering into and necessary to the prosecution and completion of the work ready for occupancy.
- b. The permit valuation shall include total cost such as plumbing, electrical, gas, mechanical, equipment, and other systems, however, the cost of excavation or grading, paying, and land cost are not deemed a part of such permit valuation.
- c. The building permit fee shall be based on the valuation as determined by the building code data or as submitted by the applicant, whichever is greater.

(iii) *Exemptions from permit fees.*

- a. *Historical buildings.*
 1. Buildings identified and classified as historical buildings or structures by state or local jurisdiction shall be exempt from permit fees.
 2. The Mayor may exempt all or part of the applicable permit fees for buildings that can be proven to be more than 50 years old. This exemption shall apply only to owner-occupied, single-family dwellings where there is to be no

TITLE XV UNIFIED DEVELOPMENT CODE

change of use or
occupancy.

- (b) *Building construction.* Building construction fees shall be as set forth in the building code, fees appendix, except as set forth below.

Partial C of O	\$25.00
Original C of O--new building	\$15.00
Certificate of completion	\$15.00
C of O--existing building and/or change of occupancy use	\$25.00
Demolition permit	\$50.00
Temporary C of O	\$25.00
Annual C of O renewal	\$12.50
Annual C of O renewal--if expired	\$25.00
Footings/foundation only	\$50.00
Appeal of building official to Construction Board of Adjustment and Appeal	\$50.00
Moving permit	\$100.00
Permit extension	\$50.00
Plan view fee--shall not exceed	\$1,000.00

- (c) *Electrical.*

- (i) *Electrical permit fees.* Fees for permit shall be paid to the city, as follows:

- First four meters, new or replacement, \$20.00
- For each additional meter on a building, \$5.00
- \$0.25 per outlet, and \$10.00 per inspection with electrical wiring in concrete.
- Neon tube lighting shall be \$10.00 for each transformer.
- A minimum fee for any electrical permit shall be \$20.00.

- (ii) *Apprentice electrician.* Registration of an apprentice electrician, \$10.00.

- (d) *Gas.*

- (i) *Gas permit fees.* Fees for gas permit shall be paid to the city, as follows:

- First five fixtures for \$20.00 plus \$2.00 for each additional fixture.

- (ii) *Exceptions.* Gas ranges/ovens, domestic clothes dryers, and space heaters not required to have a vent are exempted and gas permits are not required to connect these appliances to an existing gas outlet in an existing piping system.

- (e) *Mechanical permit fees.* Fees for a mechanical permit shall be paid to the city as follows:

Minimum permit fee for the first unit	\$20.00
Additional units greater than a horse power	\$5.00
Fractional horse power mechanical exhaust	\$2.00
Gas vent per unit	\$5.00

- (f) *Plumbing.*

- (i) *Plumbing permit fees.* Fees for plumbing permits shall be paid to the city, as follows:

- First five fixtures for \$20.00, plus \$1.75 for each additional fixture, and
- \$10.00 for each inspection required for plumbing under slab.

(Code 1965, §§17B-3(c); 17B-7(k), 18-27, App. A., Art. 9(6), 10(2), 11, App. C., Art. II, §E; Ord. No. 1747, 6-29-70; Ord. No. 1790, 3-15-71; Ord. No. 1893, 12-19-72; Ord. No. 2198, 2-17-76; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Ord. No. 2581, 12-4-79; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3230, 11-8-86; Ord. No. 3298, 10-6-87; Code 1991, §§98.62, 158.22, 158.45, 159.15, 160.172, 160.195, 160.197; Ord. No. 3716, §2, 6-15-93; Ord. No. 3925, §4, 7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. 4323, 6-19-01; Ord. No. 4806, 12-20-05)

159.02 Water And Wastewater Impact Fees

(A) Applicability.

- The following provisions shall apply to all of the territory within the City's water and wastewater service areas, including areas outside the corporate city limits and within service areas located within Washington County and other incorporated cities after June 16, 2003.
- The following types of development shall be required to pay a water and/or wastewater impact fee:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
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
July 19, 2011**

A meeting of the Fayetteville City Council was held on July 19, 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, Boudreaux, Kinion, Petty, Tennant, Ferrell, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Adams

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the July 5, 2011 City Council meeting minutes.

Approved

Stephens, Inc.: A resolution approving the renewal of the contract with Stephens, Inc., as amended, to act as the City of Fayetteville's benefits broker and advisor.

Resolution 120-11 as recorded in the office of the City Clerk.

ADM 11-3864 Fayetteville Sculpture Show: A resolution to express the City Council's agreement that the City should create an Art Fair within the City park system and/or along city trails to generate funds to purchase sculptures or other art for the city trails.

Alderman Petty requested that this item be pulled from the Consent Agenda for further discussion.

A discussion followed on where to place this item on the agenda.

This item was removed from the Consent Agenda for discussion.

Garver, LLC: A resolution to approve an agreement for engineering services with Garver, LLC in a not to exceed amount of \$20,000.00 related to the replacement of the current ten inch Elkins sewer main with an eighteen inch sewer main.

Resolution 122-11 as recorded in the office of the City Clerk.

Verizon Third Amendment: A resolution to approve the Third Amendment of the water tower attachment communication site agreement of December 2009 to allow new and additional cell phone antennas to be placed upon the Gulley Road Water Tower by Verizon.

Resolution 123-11 as recorded in the office of the City Clerk.

Arkansas State Highway Commission Agreement: A resolution to approve a utility construction/relocation agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project.

Hugh Jarrett with Lindsey & Associates requested this item be pulled from the Consent Agenda and tabled to the next meeting to give the landowner two more weeks.

Alderman Ferrell requested to remove this item from the Consent Agenda for further discussion.

A discussion followed on the procedures for moving things on the agenda.

This item was removed from the Consent Agenda for discussion.

Arkansas Highway and Transportation Department: A resolution to dedicate the highway right-of-way to the Arkansas Highway and Transportation Department for the realigned Highway 71.

Resolution 125-11 as recorded in the office of the City Clerk.

McClelland Engineering, Inc. Task Order No. 6: A resolution to approve Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the airfield pavement rehabilitation and re-striping project in the approximate amount of \$22,830.00, and approving a budget adjustment.

Resolution 126-11 as recorded in the office of the City Clerk.

Bid #11-41 Donnie Sams: A resolution awarding Bid #11-41 and approving a five (5) year airport hay field lease with Donnie Sams of West Fork, Arkansas in the total rental amount of \$12,805.00.

Resolution 127-11 as recorded in the office of the City Clerk.

RFP #11-07 Soccer Uniforms: A resolution to awarding RFP #11-07 and authorizing a contract with Challenger Teamwear in the amount of \$12.15 each for youth soccer uniforms for the Fall 2011 and Spring 2012 seasons, with an auto-renewal option for the Fall 2012 and Spring 2013 seasons.

Resolution 128-11 as recorded in the office of the City Clerk.

Alderman Gray moved to approve the Consent Agenda with ADM 11-3864 Fayetteville Sculpture Show and Arkansas State Highway Commission Agreement removed for discussion. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

The following items were removed from the Consent Agenda for discussion:

ADM 11-3864 Fayetteville Sculpture Show: A resolution to express the City Council's agreement that the City should create an Art Fair within the city park system and/or along city trails to generate funds to purchase sculptures or other art for the city trails.

Alderman Petty explained that he pulled this item from the Consent Agenda because he wanted the artists and administration to have the opportunity to discuss this item. He stated he would like to look at having art on the trails for an extended period of time rather than just the two days of an art fair.

Mayor Jordan: Do you have a recommendation on the amount of time?

Alderman Petty stated two days is an appropriate amount of time for an art fair but there may be times that we should allow art for other events, gallery showings, or kid's events.

Alderman Boudreaux: Where is the time you are referring to? I don't see a set time.

Alderman Petty: The resolution itself does not talk about a time. It just states that once it passes, staff will start developing an RFP to do an art fair. The examples they cite last two days.

Alderman Boudreaux: I think passing this resolution opens the opportunity for discussing it with the staff. I don't want to set anything in this resolution.

Alderman Petty: I don't want to change the resolution at all.

Alderman Boudreaux: The resolution is just allowing this discussion to go forward. I am in favor of this and move that we pass it.

Alderman Lewis: The City should prepare to do these things. There may be other things that come up because of the preparations to create that would come back to the Council because of existing ordinances. Is that what you are trying to do?

Alderman Petty: I suspect that both the artist community and the administration would like to know just how deep the level of support for arts on the trails goes with the Council. That is why I pulled this item from the Consent Agenda.

Alderman Boudreaux: The resolution is just showing support for this going forward and then there will be time for discussions with Parks.

Mayor Jordan: I sit on the Arts Committee for the U.S. Conference of Mayor's and most of these are never done in less than a week. I just need to know what you all want to do and if you want me to take public comment.

Don Marr: The reason staff brought this to the Council was because whatever we bring back will require an ordinance revision to allow commercial sales in the parks.

An Unknown Citizen stated the fair needs to be longer than a weekend or a week.

Alderman Lewis stated the resolution does not say that.

City Attorney Kit Williams: The resolution is wide open. City staff is probably going to look at how art fairs are done nationwide and in other cities.

Caleb Clark, a citizen stated the proposal states something about being limited to an annual event. I want to make sure that someone who is working on a project does not have to compete with the Walton Arts Center itself.

Mayor Jordan: I don't think we are setting a time limit.

Caleb Clark thanked the Council for their support of arts on the trails.

Alderman Gray: I support art on the trails.

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

Resolution 121-11 as recorded in the office of the City Clerk.

Arkansas State Highway Commission Agreement: A resolution to approve a utility construction/relocation agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project.

Hugh Jarrett expressed his apologies for misreading the item and having it pulled from the Consent Agenda and asked the Council to approve it.

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

Resolution 124-11 as recorded in the office of the City Clerk.

Unfinished Business:

RZN 11-3806 (South of Zion Road and East of Taliesin Lane/Woodbury): An ordinance revoking R-PZD 06-2190 (Woodbury) rezoning that property described in rezoning petition RZN 11-3806, for approximately 9.26 acres, located south of Zion Road and east of Taliesin Lane, from R-PZD, Residential Planned Zoning District 06-2190, to NC, Neighborhood Conservation. *This ordinance was left on the Second Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Third Reading at the July 5, 2011 City Council meeting and Tabled to the July 19, City Council meeting.*

Alderman Ferrell: I agree with staff's recommendations. I did some checking and am satisfied.

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

Ordinance 5419 as Recorded in the office of the City Clerk

Appeal RZN 11-3831 (209 W. Martin Luther King Blvd.): An ordinance rezoning that property described in rezoning petition RZN 11-3831, for approximately 2.64 acres located at 209 West Martin Luther King Boulevard from RMF-24, Residential Multi-Family, 24 units per acre to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Second Reading at the July 5, 2011 City Council meeting.*

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance and clarified form based codes. He also stated staff's recommendation was a Community Services zoning.

Alderman Boudreaux discussed the canopy on a project going in on the corner of Township and North College and questioned the setback differences between C-1 and Community Services.

Jeremy Pate explained the setback differences between both zonings.

Alderman Boudreaux: So that is a large part of the difference since you are allowing the canopy.

Jeremy Pate: It is. He explained various zonings and their similarities. He pointed out that the Council as policy makers make the decision based on City Plan 2030 and a lot of other factors as well.

Alderman Petty moved to amend the appeal to Community Services. Alderman Lewis seconded the motion.

Dennis Blind with CEI Engineering requested the Council approve his appeal to C-1. He explained why a Community Services zoning would not work for that area.

Rob Wiley with Kum & Go stated we just want to build a Kum & Go at that location. He also explained why they needed it to be zoned C-1.

Alderman Lewis asked Jeremy Pate if Community Services would allow for this type of use.

Jeremy Pate confirmed that fuel stations and convenient stores are allowed in either one of the zoning districts.

Alderman Boudreaux questioned the canopy height.

Rob Wiley: The fascia would have to be six foot tall.

Alderman Boudreaux: Staff is not saying that is the case.

Jeremy Pate: I am not sure about that or not. I am assuming that what they are talking about is the façade would be 6 feet in height as opposed to a normal 3 feet.

Rob Wiley: I believe College and Township is 3 feet.

Alderman Ferrell asked what kind of investment is going in at Martin Luther King (MLK) and the City.

Rob Wiley explained the investment for that location.

Alderman Ferrell: So you have \$2.5 million at MLK?

Rob Wiley: Actually the canopy would cost close to a half a million dollars which is four times the cost at College and Township.

Gretchen Slimp, homeowner near the discussed location voiced her concerns on the increased impervious surface in that area.

Aubrey Shepherd, a citizen voiced his concerns with the canopy area being so close to traffic and the dangers involved with having gas pumps so close to the road. He asked if the convenient store would be seeking a liquor license.

City Attorney Kit Williams: We have probably already gone beyond what we should be talking about in a rezoning. That would be one step too far at this point in time.

Aubrey Shepherd asked to leave the trees on there if they can and leave every bit of natural soil, that is currently in place, during construction.

Alderman Boudreaux: It would be nice if we could just rezone part of the property to C-1 and do Community Services on the rest of it.

Jeremy Pate: That is certainly an option and if they are willing to go with that you could do that as well.

City Attorney Kit Williams: It is a legislative decision by the City Council on what to zone the property.

Alderman Boudreaux: So I can split this property in half?

City Attorney Kit Williams: The difficulty would be to try to determine the proper amount. You might ask the Kum & Go individuals how much they will actually need.

Rob Wiley: We would like to keep the trees as well so for us to say that we want to divide this property at a certain spot, we can't really say that.

Mayor Jordan confirmed the previous motion to amend.

Alderman Petty stated they can meet the requirements of Community Services and explained why he felt this was the proper zoning for this property. He asked Jeremy to explain the differences in the enforcement options we have when it comes to drainage regulations and tree preservation regarding the different zonings.

Jeremy Pate gave a brief explanation of the regulations in various zonings.

Alderman Ferrell: This is a significant investment and I won't support Community Services. I support form based zoning and I think form based zoning has its place. I would vote for their application to proceed.

Alderman Lewis: I have to keep reminding myself this is a zoning request. This project could work there with Community Services. What do we expect from people that do projects here and how do we protect the quality of life in the future also. I want to enable them and for them to have their project. We have to think about what zoning would be good there. I support Community Services.

Alderman Gray asked Jeremy to explain the differences of this project and how it would look under Community Services versus a C-1 zoning.

Jeremy Pate: With Community Services the building would be located closer to the street and parking would be located farther back into the property. With C-1 or C-2 generally the building would be located in the middle of the property with parking and drives next to the street.

Alderman Boudreaux: Having gas pumps next to the street is not necessarily a good idea. I am not going to support the amendment. I am going to support the C-1 zoning.

Alderman Kinion: We can't look at the project, we have to look at the zoning and I will support C-1 based on the fact that there is C-1 and C-2 around it.

Upon roll call the motion to amend the ordinance to Community Services failed 2-5. Alderman Lewis and Petty voting yes. Alderman Gray, Boudreaux, Kinion, Tennant and Ferrell voting no. Alderman Adams was absent.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-2. Alderman Gray, Boudreaux, Kinion, Tennant and Ferrell voting yes. Alderman Lewis and Petty voting no. Alderman Adams was absent.

This ordinance approved the C-1 zoning for this location.

Ordinance 5420 as Recorded in the office of the City Clerk

New Business:

Rebuilding Together, Inc.: A resolution to waive all development permit fees for Rebuilding Together, Inc. for the remainder of 2011 and throughout all of 2012.

Alderman Boudreaux: I think it is important to help these nonprofits. We have done this for other nonprofits.

Jan Skopecek, Executive Director for Rebuilding Together: We do rehabilitation for low income homeowners throughout Benton and Washington counties. Our goal is to make homes

safe, warm, and dry. We have been blessed to have a relationship with the Community Development Block Grant Department. The staff is exceptional.

Mayor Jordan: You do a wonderful job.

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

Resolution 129-11 as recorded in the office of the City Clerk.

RZN 11-3857 (510 West 11th Street/989 South School Avenue/Sale Barn): An ordinance rezoning that property described in rezoning petition RZN 11-3857, for approximately 12 acres, located at 510 West 11th Street and 989 South School Avenue (The Sale Barn) from RMF-24, Residential Multi-Family, 24 units/acre, I-1, Heavy Commercial/Light Industrial, and DG, Downtown General to CS, Community Services.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance. There are a few new things that have occurred since the previous zoning application. They have acquired a new parcel along South School that accesses directly to South School Avenue. We now have a streamside protection ordinance in place and the Community Services District is now an option. Planning Commission voted 6-1 in favor and staff recommends it.

Justin Eichmann, Attorney representing the applicant gave a brief history of the sale barn. He stated we are asking you to uphold the staff and Planning Commission's recommendation.

Kathy Kisida, a resident that lives near the sale barn property stated I am against the Community Services zoning for this area because it is not a conditional use. It will allow by right to build a gas station and large apartment complex with no density restrictions. That zoning is not compatible with our neighborhood. She also voiced her concern about the traffic and noise this would create.

Leonard Schulte, resident near the sale barn property voiced his concerns. He pointed out that if this were to be developed the City will have to upgrade the lane that connects Government Street to Hill Street.

Lauren Hawkins, a citizen passed out pictures to the Council and stated this is not a compatible situation in our neighborhood. She asked the Council to amend the ordinance to Neighborhood Conservation.

Alderman Lewis asked how the picture was generated.

Lauren Hawkins explained where the picture came from.

Aubrey Shepherd voiced his concerns about the project being next to the National Cemetery. He also voiced his concern about the neighbors that will be affected and the watershed.

Alderman Ferrell: I am a veteran but it is time that we move forward with this.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-1. Alderman Petty voting no. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty: Jeremy, how many blocks wide east to west would you say this neighborhood is if you were to measure from School to Town Branch?

Jeremy Pate: It's probably a block and a half east to west.

Alderman Petty: How many streets are there running north to south from School to the Town Branch.

Jeremy Pate: Three, except if you count the extension out to South School it would be four.

Alderman Petty: I support this request. I think we need to try to create an appropriate transition from the heavy commercial activity and traffic of School and MLK into the neighborhood core that already exists there. I think Community Services is the right zoning and a portion of the traffic will be alleviated with the connection to School.

Alderman Boudreaux: The last time there was a lot of concern about traffic. This is a different zoning. It is form based and a good transition zoning. I will support it.

Alderman Lewis asked where the additional purchased property was.

Jeremy Pate: It is by the old bus depot.

Alderman Lewis: In the past we wanted something that was more transitional and this seems like it satisfies that. Traffic was a major part of the discussion and this provides a third exit. I think this is an ideal location for a low impact development design. I hope that will be a consideration in the development of this before moving forward.

Alderman Ferrell moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-1. Alderman Petty voting no. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant: In Mr. Bartholomew's case I think he has done his responsibilities. I am confident in city staff to look at what is being built on this area. I am in support of this.

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

Alderman Ferrell complimented the Bartholomew's on their previous café and sale barn business.

Ordinance 5421 as Recorded in the office of the City Clerk

Mayor Jordan asked students that were in the audience to stand and be recognized.

Gwen Sullivan, teacher of Spring International Language Center at the University of Arkansas introduced 24 students that were attending the City Council meeting. They are part of Iraqi young leaders exchange program.

VAC 11-3861 (1528 North Garland Avenue): An ordinance approving VAC 11-3861 submitted by H2 Engineering for property located at 1528 North Garland Avenue to vacate two portions of a utility easement, a total of 190 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance. Planning Commission voted 6-0 in favor and staff is recommending in favor.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Boudreaux seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty was absent during the vote. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5422 as Recorded in the office of the City Clerk

Amend §163.13 Wireless Communications Facilities: An ordinance to amend §163.13 Wireless Communications Facilities of the Unified Development Code to add an exemption necessary for adequate emergency service communications.

City Attorney Kit Williams read the ordinance.

Police Chief Greg Tabor: We need to make this change for the new radio system we are installing.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5423 as Recorded in the office of the City Clerk

Smith Two Way Radio, Inc.: An ordinance to waive competitive bidding and to approve a purchase of a Motorola radio fire station alerting system in the amount of \$40,240.66 which includes all labor and sales tax.

City Attorney Kit Williams read the ordinance.

Chris Lynch, Assistant Fire Chief: This is addressing how our fire stations will receive emergency calls. We checked with several companies before making a decision.

Alderman Lewis thanked Assistant Fire Chief Lynch for getting a second opinion.

Alderman Ferrell 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 Adams was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5424 as Recorded in the office of the City Clerk

Coves Subdivision Appeal: A resolution granting the appeal of Rausch Coleman Homes of the decision of the Urban Forester concerning landscape and tree preservation and protection requirements for the Coves, Phase One, FPL 10-3574.

Don Marr, Chief of Staff: At the request of the applicant staff is requesting this be tabled indefinitely.

Alderman Boudreaux moved to table the resolution indefinitely. Alderman Lewis seconded the motion. Upon roll call the resolution passed 7-0. Alderman Adams was absent.

This resolution was tabled indefinitely.

Meeting adjourned at 8:00 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

City Council Meeting 7-19-11
RZN 11-3857 (510 West) 11th Street
989 South School Avenue
Sale Barn



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
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
July 19, 2011**

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

1. Ambulance Committee Report

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the July 5, 2011 City Council meeting minutes.
2. **Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc., as amended, to act as the City of Fayetteville's benefits broker and advisor.

3. **ADM 11-3864 Fayetteville Sculpture Show:** A resolution to express the City Council's agreement that the City should create an Art Fair within the city park system and/or along city trails to generate funds to purchase sculptures or other art for the city trails.
4. **Garver, LLC:** A resolution to approve an agreement for engineering services with Garver, LLC in a not to exceed amount of \$20,000.00 related to the replacement of the current ten inch Elkins sewer main with an eighteen inch sewer main.
5. **Verizon Third Amendment:** A resolution to approve the Third Amendment of the water tower attachment communication site agreement of December 2009 to allow new and additional cell phone antennas to be placed upon the Gulley Road Water Tower by Verizon.
6. **Arkansas State Highway Commission Agreement:** A resolution to approve a utility construction/relocation agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project.
7. **Arkansas Highway and Transportation Department:** A resolution to dedicate the highway right-of-way to the Arkansas Highway and Transportation Department for the realigned Highway 71.
8. **McClelland Engineering, Inc. Task Order No. 6:** A resolution to approve Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the airfield pavement rehabilitation and re-striping project in the approximate amount of \$22,830.00.
9. **Bid #11-41 Donnie Sams:** A resolution awarding Bid #11-41 and approving a five (5) year airport hay field lease with Donnie Sams of West Fork, Arkansas in the total rental amount of \$12,805.00.
10. **RFP #11-07 Soccer Uniforms:** A resolution to approve and award request for proposal #11-07 to _____ in the amount of about \$_____ for about 1,800 youth soccer uniforms for the 2011-2012 season.

B. Unfinished Business:

1. **RZN 11-3806 (South of Zion Road and East of Taliesin Lane/Woodbury):** An ordinance revoking R-PZD 06-2190 (Woodbury) rezoning that property described in rezoning petition RZN 11-3806, for approximately 9.26 acres, located south of Zion Road and east of Taliesin Lane, from R-PZD, Residential Planned Zoning District 06-2190, to NC, Neighborhood Conservation. *This ordinance was left on the Second Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Third Reading at the July 5, 2011 City Council meeting and Tabled to the July 19, City Council meeting.*

Left on the Third Reading

2. **Appeal RZN 11-3831 (209 W. Martin Luther King Blvd.):** An ordinance rezoning that property described in rezoning petition RZN 11-3831, for approximately 2.64 acres located at 209 West Martin Luther King Boulevard from RMF-24, Residential Multi-Family, 24 units per acre to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Second Reading at the July 5, 2011 City Council meeting.*

Left on the Second Reading

C. New Business:

1. **RZN 11-3857 (510 West 11th Street/989 South School Avenue/Sale Barn):** An ordinance rezoning that property described in rezoning petition RZN 11-3857, for approximately 12 acres, located at 510 West 11th Street and 989 South School Avenue (The Sale Barn) from RMF-24, Residential Multi-Family, 24 units/acre, I-1, Heavy Commercial/Light Industrial, and DG, Downtown General to CS, Community Services.
2. **VAC 11-3861 (1528 North Garland Avenue):** An ordinance approving VAC 11-3861 submitted by H2 Engineering for property located at 1528 North Garland Avenue to vacate two portions of a utility easement, a total of 190 square feet.
3. **Amend §163.13 Wireless Communications Facilities:** An ordinance to amend §163.13 Wireless Communications Facilities of the Unified Development Code to add an exemption necessary for adequate emergency service communications.
4. **Smith Two Way Radio, Inc.:** An ordinance to waive competitive bidding and to approve a purchase of a Motorola radio fire station alerting system in the amount of \$40,240.66 which includes all labor and sales tax.
5. **Coves Subdivision Appeal:** A resolution granting the appeal of Rausch Coleman Homes of the decision of the Urban Forester concerning landscape and tree preservation and protection requirements for the Coves, Phase One, FPL 10-3574.

City Council Tour: Monday, July 18, 2011 at 4:30 p.m. The Council will tour the Solid Waste and Recycling Facility.

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 Council Agenda Items
and
Contracts, Leases or Agreements

7/19/2011

City Council Meeting Date
Agenda Items Only

Missy Leflar

Submitted By

Human Resources

Division

Chief of Staff

Department

Action Required:

Staff requests that Council approve the 4th annual renewal of the City's five year contract with Stephens, Inc. for Benefits Brokerage services. Stephens, Inc. has again performed its services in an excellent manner over the past twelve months. The renewal price would be at an increase of 3.2% (\$141.59 per month) based upon equivalent changes in the Consumer Price Index.

\$ 54,719.00

Cost of this request

\$ 54,719.00

Category / Project Budget

Professional Services

Program Category / Project Name

1010.1220.5314.00

Account Number

\$ 26,545.98

Funds Used to Date

Citywide

Program / Project Category Name

N/A

Project Number

\$ 28,173.02

Remaining Balance

Citywide

Fund Name

Budgeted Item

☒

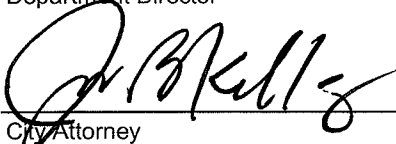
Budget Adjustment Attached

☐

Department Director

6/24/11
Date

Previous Ordinance or Resolution #

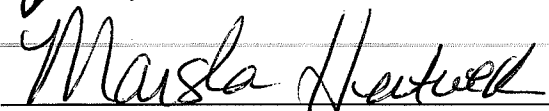


City Attorney

4/28/11
Date

Original Contract Date:

Original Contract Number:



Finance and Internal Services Director

6/28/11
DateReceived in City 06-27-11 A10:22 RCVD
Clerk's Office

Kim J.



Chief of Staff

4/28/11
DateReceived in
Mayor's Office

Mayor

6/28/11
Date

Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council members
Thru: Don Marr, Chief of Staff
From: Missy Leflar, Human Resources Director *ML*
Date: June 24, 2011
Subject: Fourth annual renewal of 2007 Five Year Contract with Stephens, Inc.

PROPOSAL:

Staff recommends that the City Council approve the 2011 annual renewal of the 2007 Five Year Contract previously approved by the City Council. Per prior agreements anticipating increases tied to the Consumer Price Index, this renewal would increase the price 3.2% (an increase of \$141.59 per month), per the attached Consumer Price Index documentation. A copy of the proposed renewal agreement is also attached and labeled "RFP 07-08, Benefits Consulting and Insurance Brokerage Services Contract, Fourth Amendment".

RECOMMENDATION:

Staff recommends approval of the annual renewal of this contract.

Stephens, Inc. has again provided valuable benefits brokerage services for the City. Some of Stephens assistance includes, but is not limited to: Stephens, Inc. has assisted staff in the day-to-day tasks of individually assisting employees so they could obtain maximum coverage their benefits. Stephens has also acted as a continuous resource, advising City staff on an ongoing basis concerning how to keep the City legally compliant with federal regulations pertaining to benefits administration (including the multitude of Health Care Reform requirements). Stephens proofreads benefits related legal notices sent by City staff to employees. Stephens sends representatives to assist in employee Question and Answer sessions each year at annual benefits enrollment. Stephens also functions as an advocate for the City when City staff has requests of insurance carriers and the companies who administer certain benefits functions which are not being addressed in a timely fashion. Further, Stephens has each year saved the City (and City employees) money by vigorously negotiating on behalf of the City with insurance companies and, more recently, benefits database software vendors.

BUDGET IMPACT: No impact. The \$719.00 overage was handled by transferring funds within the HR Division budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF THE CONTRACT WITH STEPHENS, INC., AS AMENDED, TO ACT AS THE CITY OF FAYETTEVILLE'S BENEFITS BROKER AND ADVISOR

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the renewal of the contract with Stephens, Inc., as amended, to act as the City of Fayetteville's Benefits Broker and Advisor. A copy of the amended contract, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
Ref: RFP 07-08, Benefits Consulting and Insurance Brokerage Services
Contract

Fourth Amendment

This Fourth Amendment is made and entered into by and between City of Fayetteville, Arkansas, 113 W. Mountain Street, Fayetteville, AR 72701, and Stephens Insurance, LLC.

WHEREAS, City of Fayetteville and Stephens Insurance, LLC are parties to that certain Benefits Consulting and Insurance Brokerage Services Contract dated as of July 17, 2007 (the "Agreement"), which was previously extended and modified by that certain First Amendment effective as of July 17, 2008, and by that certain Second Amendment effective July 17, 2009; and by that certain Third Amendment effective July 17, 2010; and

WHEREAS, City of Fayetteville and Stephens Insurance, LLC desire to further extend the term of the Agreement, and modify the terms thereof, as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The term of the Agreement is hereby extended for a period of one year, beginning on July 17, 2011 and ending on July 17, 2012.
2. For the period from July 17, 2011 through July 17, 2012, the City of Fayetteville shall pay Stephens Insurance, LLC twelve (12) equal monthly installments of \$4,565.92 (\$54,791 on an annualized basis) for the Base Services described in the Fee Schedule. This amount represents an increase of 3.2% over the fees paid to Stephens Insurance, LLC during the immediately preceding renewal term.
3. All capitalized terms used in this Fourth Amendment which are not defined herein shall have the meanings ascribed to them in the Agreement.
4. All terms and conditions of the Agreement not specifically modified, amended, or superseded in this Fourth Amendment shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

WITNESS OUR HANDS THIS ____ DAY OF _____, 2011.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk

STEPHENS INSURANCE, LLC

BY: _____
Authorized Signature

Printed Name and Title

ATTEST: CONSULTANT FIRM'S SECRETARY

Pamela Brown
111 Center Street, Little Rock, Arkansas 72201

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group

(1982-84=100, unless otherwise noted)

Item and group	Relative importance, December 2010	Unadjusted indexes		Unadjusted percent change to Apr. 2011 from—		Seasonally adjusted percent change from—		
		Mar. 2011	Apr. 2011	Apr. 2010	Mar. 2011	Jan. to Feb.	Feb. to Mar.	Mar. to Apr.
Expenditure category								
A: items	100.000	223.467	224.906	3.2	0.6	0.5	-0.5	0.4
All items (1967=100)	-	669.409	673.717					
Food and beverages	14.792	225.479	226.248	3.1	.3	.5	.7	.4
Food	13.742	225.350	226.150	3.2	.4	.6	.8	.4
Food at home	7.816	223.430	224.233	3.9	.4	.8	1.1	.5
Cereals and bakery products	1.090	255.482	255.956	2.2	.2	.0	.5	.1
Meats, poultry, fish, and eggs	1.813	218.808	220.747	7.6	.9	1.2	1.1	1.1
Dairy and related products ¹	.839	206.161	209.707	6.3	1.7	.6	1.3	1.7
Fruits and vegetables	1.152	290.279	286.501	2.6	-1.3	2.2	1.9	-1.1
Nonalcoholic beverages and beverage materials	.926	165.038	166.086	2.4	.6	.2	.8	1.2
Other food at home	1.996	194.747	195.239	2.2	.3	.6	1.0	.3
Sugar and sweets ¹	.297	205.505	203.783	1.5	-.8	.8	.7	-.8
Fats and oils	.232	214.352	213.818	8.1	-.2	.9	2.8	.8
Other foods	1.466	206.743	207.892	1.4	.6	.5	.8	.5
Other miscellaneous foods ^{1 2}	.432	122.665	123.769	1.2	.9	.4	1.0	.9
Food away from home ¹	5.926	229.282	230.082	2.1	.3	.2	.3	.3
Other food away from home ^{1 2}	.329	161.886	162.218	2.2	.2	.7	.0	.2
Alcoholic beverages	1.051	225.693	226.053	1.7	.2	.2	.0	.3
Housing	41.460	217.707	217.901	1.0	.1	.3	.1	.2
Shelter	31.955	250.310	250.447	1.0	.1	.1	.1	.1
Rent of primary residence ³	5.925	252.145	252.221	1.3	.0	.1	.1	.1
Lodging away from home ²	.776	136.486	136.597	1.7	.1	.0	.8	.0
Owners' equivalent rent of residences ^{3 4}	24.905	258.263	258.400	.9	.1	.1	.1	.1
Owners' equivalent rent of primary residence ^{3 4}	23.310	258.253	258.387	.9	.1	.1	.1	.1
Tenants' and household insurance ^{1 2}	.349	125.863	126.574	1.4	.6	.3	-.5	.6
Fuels and utilities	5.096	216.672	217.254	2.6	.3	1.2	.6	.6
Household energy	4.000	190.071	190.622	1.9	.3	1.3	.6	.7
Fuel oil and other fuels ¹	.309	341.884	348.657	25.4	2.0	4.1	4.6	2.0
Energy services ³	3.691	190.213	190.459	.1	.1	1.1	.2	.6
Water and sewer and trash collection services ²	1.095	177.694	178.033	5.3	.2	.8	.5	.4
Household furnishings and operations	4.409	124.735	124.893	-.9	.1	.1	-.1	.2
Household operations ^{1 2}	.772	150.541	151.338	.8	.5	.1	-.5	.5
Apparel	3.601	121.286	122.226	.1	.8	-.9	-.5	.2
Men's and boys' apparel	.882	112.337	113.487	-.2	1.0	-.9	-.7	.0
Women's and girls' apparel	1.520	109.544	110.144	-.6	.5	-1.2	-.9	.3
Infants' and toddlers' apparel	.192	111.547	112.323	-3.6	.7	-1.6	.1	.3
Footwear	.700	128.518	128.581	-.7	.0	-.4	-.2	-.6
Transportation	17.308	211.014	216.867	11.8	2.8	1.9	2.2	1.4
Private transportation	16.082	206.165	212.210	12.0	2.9	1.9	2.3	1.5
New and used motor vehicles ²	6.333	98.275	98.972	2.2	.7	.5	.8	.8
New vehicles	3.513	140.860	141.462	2.4	.4	1.0	.7	.7
Used cars and trucks	2.055	144.072	145.968	3.3	1.3	.1	.8	1.2
Motor fuel	5.079	303.565	326.024	33.2	7.4	4.8	5.6	3.2
Gasoline (all types)	4.865	302.574	325.282	33.1	7.5	4.7	5.6	3.3
Motor vehicle parts and equipment ¹	.408	140.686	141.590	4.3	.6	.3	-.2	.6
Motor vehicle maintenance and repair ¹	1.172	250.820	251.458	1.7	.3	.0	.0	.3
Public transportation	1.227	270.366	272.187	9.3	.7	1.9	1.3	.2
Medical care	6.627	397.726	398.813	2.9	.3	.4	.2	.4
Medical care commodities ¹	1.633	322.691	324.241	3.1	.5	.7	.5	.5
Medical care services	4.994	420.852	421.716	2.8	.2	.4	.1	.3
Professional services	2.830	334.671	334.978	2.4	.1	.5	.2	.1

See footnotes at end of table.

City of Fayetteville Staff Review Form

City Council Agenda Items
 and
 Contracts, Leases or Agreements

7/19/2011

City Council Meeting Date
 Agenda Items Only

Leif Olson
 Submitted By

Division

Sustainability and Strategic Planning
 Department

Action Required:

ADM 11-3864 - Fayetteville Sculpture Show: Submitted by STAFF to request that the City Council direct staff to prepare to create and foster a Fayetteville Sculpture Show/Art Fair utilizing City owned property including our parks and trails in an effort to raise funds for purchasing outstanding pieces of public art and sculpture for our city trail system, parks and public facilities.

NONE

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

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
 Clerk's Office

Chief of Staff

Date

Received in
 Mayor's Office

Mayor

Date

Comments:



www.accessfayetteville.org

TO: Mayor Jordan
City Council

THROUGH: Don Marr, Chief of Staff
Kit Williams, City Attorney
Connie Edmonston, Parks and Recreation Director
John Coleman, Sustainability and Strategic Planning Director
Jeremy Pate, Development Services Director

FROM: Leif Olson, Associate Planner

DATE: June 23, 2011

SUBJECT: Public Sculpture Show

Background

The City has been approached a number of times by individuals interested in creating or organizing public art shows on parks or trails property for the purpose of selling art. Most recently a local artist presented a discussion topic to the Arts Council to organize a show along the City's trail network that would take place over an extended period of time. Staff met with Administration and City Attorney to discuss this type of project and the implications of having art for sale on Parks and Recreation properties. It was determined that it would be legally possible to have art for sale on public property; however, the Administration was concerned about having art for sale for an extended period of time. Staff discussed the possibility of having a week long or a week end show that would be held annually. A number of peer cities have produced similar shows that have been very successful including Loveland, Colorado's Sculpture in the Park and Little Rock's Sculpture at the River Market. The Administration would like for the art show to accomplish the following:

- Develop the public art show into an annual event that attracts art patrons to spend time and money in Fayetteville.
- Develop a synergistic and positive relationship with the Crystal Bridges Museum of American Art.
- Utilize the Fayetteville Arts Council to assist with the show and provide members for the juried art.
- Create an ongoing funding source for the purchase of permanent art for public spaces in Fayetteville. This could be accomplished by requiring that a percentage of the gross sales from the show go into a fund dedicated to purchasing public art for the City.

Proposal

Staff recommends for the City Council to approve a resolution directing staff to develop a Request for Proposal to find an art show promoter to develop, organize and oversee the event. The time of year and location of the show would be determined once an art show promoter has been selected.

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S AGREEMENT THAT THE CITY SHOULD CREATE AN ART FAIR WITHIN THE CITY PARK SYSTEM AND/OR ALONG CITY TRAILS TO GENERATE FUNDS TO PURCHASE SCULPTURES OR OTHER ART FOR THE CITY TRAILS

WHEREAS, cities such as Little Rock have established an annual Art or Sculpture show within a city park in which selected artists can display and sell their art; and

WHEREAS, these cities have been able to receive sufficient funds from such art shows to be able to purchase and place sculptures on their city trails or in their city parks to enhance the aesthetics and cultural experience for trail and park users; and

WHEREAS, the addition of new and expanded arts facilities in the region will probably draw thousands of visitors annually so that a well managed and presented art/sculpture show in Fayetteville could create additional public art opportunities and help define our region as a national arts destination.

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 agrees that the City should prepare to create and foster an Art Fair in Fayetteville, utilizing city facilities including our city parks and trails in an effort to raise sufficient funds to purchase outstanding pieces of public art and sculpture for our city trail system, parks and public facilities.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that such Art Fair maintain and enhance opportunities for local artists by reserving a significant number of places in this Art Fair for local artists.

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

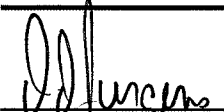
A. 4
Garver, LLC
Page 1 of 22City Council Agenda Items
and
Contracts, Leases or Agreements

7/19/2011

City Council Meeting Date
Agenda Items OnlyAllison Atha
Submitted ByUtilities Capital Projects
DivisionUtilities
Department

Action Required:

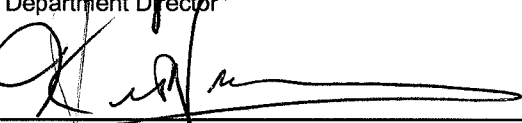
Approval of a professional engineering services agreement with Garver Engineers for design of the Elkins Outfall Sewer Line not to exceed \$20,000, with a \$2,000 contingency.

\$ 22,000
Cost of this request\$ 1,680,000
Category / Project BudgetSwr Replace- Elkins Outfall Line
Program Category / Project Name5400-0940-4309.00
Account Number\$ -
Funds Used to DateSewer Impact Fee Improvements
Program / Project Category Name10010
Project Number\$ 1,680,000
Remaining BalanceWater/Sewer
Fund NameBudgeted Item ☒Budget Adjustment Attached ☐

 Department Director
7/19/11
Date

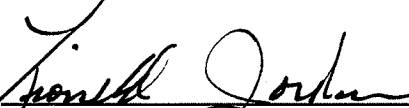
Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


 City Attorney
7-1-2011
Date

 Finance and Internal Services Director
7-5-2011
DateReceived in City
Clerk's Office 07-01-11P03:59 RCVD

 Chief of Staff
7/5/11
DateReceived in
Mayor's Office

 Mayor
7/5/11
Date

Comments:



www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
David Jurgens, Utilities Director
Don Marr, Chief of Staff
Water/Sewer/Solid Waste Committee

From: Allison Atha, Utilities Capital Projects

Date: July 01, 2011

Subject: Approval Of Professional Engineering Services Contract with Garver, LLC for the Elkins Outfall Sewer Line

RECOMMENDATION

Staff recommends approval of a professional engineering services agreement with Garver Engineers for design of the Elkins Outfall Sewer Line not to exceed \$20,000, with a \$2,000 contingency.

BACKGROUND

When the Wastewater Master Facilities Plan was developed and approved by the Arkansas Department of Health (ADH) and Arkansas Department of Environmental Quality (ADEQ) in 2001, several sewer transmission lines identified within the plan were deferred for future construction. The ADEQ and ADH approved the plan on the condition that these deferred projects remain included in the City's Capital Improvements Program, and be constructed when needed either due to growth in southeast Fayetteville or in Elkins. Elkins has increased their system capacity such that it now exceeds the capacity of the existing Fayetteville sewer line which receives their flow. Thus, this gravity line now needs to be upsized. As part of the Plan, Garver Engineers was selected through the professional selection process to perform engineering design on all of the sewer lines in the White River basin, including preliminary design on this sewer line. The design is currently 80% complete.

DISCUSSION

Under this contract, Garver shall provide design and limited surveying services to assist the City in the replacement of approximately 4,350 feet of existing 10 inch gravity sewer from the outfall of the Elkins sewer force main to the Mally Wagon sewer lift station with an 18 inch gravity sewer. The pipe line being improved carries flow from the end of the Elkins wastewater system and much of southeast Fayetteville.

BUDGET IMPACT

Funds are available in the project budget. Construction will be funded with a combination of a \$485,000 EPA STAG grant, a \$150,000 cost share from Elkins, and wastewater impact fees.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AGREEMENT FOR ENGINEERING SERVICES WITH GARVER, LLC IN A NOT TO EXCEED AMOUNT OF \$20,000.00 RELATED TO THE REPLACEMENT OF THE CURRENT TEN INCH ELKINS SEWER MAIN WITH AN EIGHTEEN INCH SEWER MAIN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an Agreement For Engineering Services with Garver, LLC in a not to exceed amount of \$20,000.00 related to the replacement of the current ten inch Elkins sewer main with an eighteen inch sewer main and authorizes Mayor Jordan to sign this agreement (attached).

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

THIS AGREEMENT is made as of _____, 2011, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called GARVER, LLC).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the investigation, planning, design, permitting, and construction of the Fayetteville Wastewater Treatment System. Therefore, CITY OF FAYETTEVILLE and GARVER, LLC in consideration of their mutual covenants agree as follows:

GARVER, LLC shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of GARVER, LLC's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of GARVER, LLC
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of GARVER, LLC
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF GARVER, LLC

- 2.1 General
 - 2.1.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1.1 The Scope of Services to be furnished by GARVER, LLC during the Engineering Study Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
 - 2.1.2 GARVER, LLC shall coordinate their activities and services with the CITY OF FAYETTEVILLE. GARVER, LLC and CITY OF FAYETTEVILLE agree that GARVER, LLC has full responsibility for the engineering services.
- 2.2 Engineering Services – Elkins Outfall Line
 - 2.2.1 Perform engineering services for the Elkins Outfall Line as described in the Scope of Services in Appendix A.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of GARVER, LLC

- 3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.2 Assist GARVER, LLC by placing at GARVER, LLC's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.3 Guarantee access to and make all provisions for GARVER, LLC to enter upon public and private property as required for GARVER, LLC to perform his services under this Agreement.
- 3.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by GARVER, LLC and render in writing decisions pertaining thereto.
- 3.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

- 3.6 The Utilities Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to GARVER, LLC in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. GARVER, LLC will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO GARVER, LLC

- 5.1 Compensation
- 5.1.1 Elkins Outfall Line

The maximum not-to-exceed amount authorized for this Agreement is **\$20,000**. The CITY OF FAYETTEVILLE shall compensate GARVER, LLC based on a Unit Price or Lump Sum basis as described in Appendix A.

- 5.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should GARVER, LLC establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope,

price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

5.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with GARVER, LLC's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by GARVER, LLC and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on GARVER, LLC's percent completion of the project.

5.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of GARVER, LLC's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise GARVER, LLC in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, GARVER, LLC shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by GARVER, LLC to be set forth therein. Unless otherwise provided in this Agreement or by

State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against GARVER, LLC or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, GARVER, LLC will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

GARVER, LLC will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and GARVER, LLC waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of GARVER, LLC's services.

6.2 Professional Responsibility

6.2.1 GARVER, LLC will exercise reasonable skill, care, and diligence in the performance of GARVER, LLC's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to GARVER, LLC any defects or suspected defects in GARVER, LLC's services of which CITY OF FAYETTEVILLE becomes aware, so that GARVER, LLC can

take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of GARVER, LLC

6.3 Cost Opinions and Projections

Cost opinions and projections prepared by GARVER, LLC relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on GARVER, LLC's experience, qualifications, and judgment as a design professional. Since GARVER, LLC has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, GARVER, LLC does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by GARVER, LLC

6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of GARVER, LLC's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of GARVER, LLC

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that GARVER, LLC is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to GARVER, LLC at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of GARVER, LLC's default.
- 6.5.4 If termination for default is effected by GARVER, LLC, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to GARVER, LLC for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by GARVER, LLC relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, GARVER, LLC shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by GARVER, LLC in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of GARVER, LLC to fulfill contractual obligations, it is determined that GARVER, LLC had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

In the event the services of GARVER, LLC are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond GARVER, LLC's reasonable control, GARVER, LLC shall be entitled to additional compensation and time for reasonable costs incurred by GARVER, LLC in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

GARVER, LLC's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and GARVER, LLC which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or GARVER, LLC in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give GARVER, LLC written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and GARVER, LLC shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of GARVER, LLC and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to GARVER, LLC for services rendered by GARVER, LLC

6.10 Publications

Recognizing the importance of professional development on the part of GARVER, LLC's employees and the importance of GARVER, LLC's public relations, GARVER, LLC may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to GARVER, LLC's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to GARVER, LLC CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of GARVER, LLC's activities pertaining to any such publication shall be for GARVER, LLC's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and GARVER, LLC from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Computer Models (Not Applicable)

6.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. GARVER, LLC may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications prepared by GARVER, LLC as part of the Services shall become the property of CITY OF FAYETTEVILLE when GARVER, LLC has been compensated for all Services rendered, provided, however, that GARVER, LLC shall have the unrestricted right to their use. GARVER, LLC shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of GARVER, LLC

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. GARVER, LLC makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.14 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Mountain Street

Fayetteville, Arkansas 72701

GARVER, LLC's address:

2049 E. Joyce Blvd, Suite 400

Fayetteville, Arkansas 72703

6.15 Successor and Assigns

CITY OF FAYETTEVILLE and GARVER, LLC each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor GARVER, LLC shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.16 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.17 Entire Agreement

This Agreement represents the entire Agreement between GARVER, LLC and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to GARVER, LLC a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by GARVER, LLC, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of GARVER, LLC

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve GARVER, LLC of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 GARVER, LLC shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by GARVER, LLC's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

In recognition of the relative risks and benefits of the project to both the CITY OF FAYETTEVILLE and Garver, LLC, the risks have been allocated such that the CITY OF FAYETTEVILLE agrees, to the fullest extent permitted by law, to limit the liability of the GARVER, LLC and his or her subconsultants to the CITY OF FAYETTEVILLE and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver, LLC and his or her subconsultants to all those named shall not exceed amount of collectable from insurance proceeds. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Engineer shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

7.1.3 GARVER, LLC's obligations under this clause are in addition to GARVER, LLC's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against GARVER, LLC for faulty materials, equipment, or work.

7.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and GARVER, LLC arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 GARVER, LLC shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. GARVER, LLC shall also maintain the financial information and data used by GARVER, LLC in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. GARVER, LLC will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

- 7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of GARVER, LLC;
- 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- 7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

GARVER, LLC warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by GARVER, LLC for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that GARVER, LLC or any of GARVER, LLC's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to GARVER, LLC terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against GARVER, LLC as it could pursue in the event of a breach of the Agreement by GARVER, LLC. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs GARVER, LLC incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, GARVER, LLC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

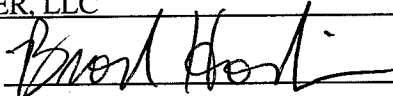
IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and GARVER, LLC, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:

By: _____
City Clerk

GARVER, LLC
By: 
Title: Brock Hoskins, Vice President

Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A
ELKINS OUTFALL LINE
SCOPE OF SERVICES

1.0 ENGINEER'S SERVICES

GARVER, LLC shall provide design and limited surveying services to assist the City of Fayetteville in the replacement of approximately 4,350 feet of existing 10 inch gravity sewer from the outfall of the Elkins sewer force main to the Mally Wagon sewer lift station with an 18 inch gravity sewer. The design will maintain the existing alignment and consist of replacement of all manholes and pipe at the same location except to connect to the sewer lift station and to correct adverse and abrupt angles. The design will include pipe bursting the upper half of the project which is parallel to Highway 16. The City of Fayetteville assumes responsibility for soil displacement and any damage to adjacent utilities and structures. The design will include replacing existing 4' ID manholes with with 4' ID manholes. More specifically, GARVER, LLC proposes to accomplish the following:

- 1.1 Verification of the pipe size to accommodate future flows.
- 1.2 Generate all construction drawings which include a cover sheet, plan and profiles at a 50 scale, erosion control drawings and details, and construction details.
 - a. Construction drawings will be based upon a basemap drawing provided by the City of Fayetteville and manhole rim and invert information previously obtained by GARVER, LLC under a previous agreement.
- 1.3 Establish an existing ground profile for the connection to the lift station (approximately 150 linear feet).
- 1.4 Survey elevations of spot dug utilities.
- 1.5 Perform a plan-in-hand review of the construction drawings with the City of Fayetteville and make any required minor changes before bidding.
- 1.6 Produce an opinion of probable construction cost.
- 1.7 Prepare Stormwater Pollution Prevention Plan
- 1.8 Wetlands Identification

2.0 CITY OF FAYETTEVILLE

The City of Fayetteville's responsibilities shall include providing the following:

- 2.1 Right of entry to the property.
- 2.2 Adjacent property owner notifications.
- 2.3 Previous available surveys, reports, etc.
- 2.4 Paying all plan review and advertising costs.
- 2.5 Furnishing all permits and providing permit review fees.
- 2.6 Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.
 - a. Utility locations provided by the City of Fayetteville will be derived from GIS.
- 2.7 Spot digging and determination of utilities at critical locations.
- 2.8 Coordination and fees associated with AHTD, ADH, AQEQ, USACE, ARKUPS, Utility Owners, Property Owners, U.S. Fish and Wildlife, and State Historic Preservation Office. Garver will answer questions and advise the City of Fayetteville on environmental coordination performed by the City of Fayetteville.

3.0 EXCLUSIONS

For clarification, our proposed scope of services does not include the following:

- 3.1 Utility relocation design other than sewer.
- 3.2 Sewer utility re-alignments.
- 3.3 Mitigation design or other work related to environmentally or historically (culturally) significant items.
- 3.4 Changes to major design elements after previous direction or approval or redesign to accommodate City of Fayetteville's budget after receipt of construction bids that exceed the Engineer's cost opinions.
- 3.5 Design Surveys beyond item 1.3 above
- 3.6 Record Research

- 3.7 Geotechnical Services
- 3.8 Property Surveys
- 3.9 Property Acquisition Documents
- 3.10 Front End Construction Contract Documents and Specifications
- 3.11 Bidding Services
- 3.12 Construction Support Services
- 3.13 Construction Materials Testing
- 3.14 Services after construction
- 3.15 Determination of cost sharing between the City of Fayetteville and the City of Elkins.

4.0 SCHEDULE

The time periods for the performance of GARVER, LLC's Services as set forth in Section 4 of said Agreement are as follows:

45 calendar days from NTP

5.0 COMPENSATION

The method of payment for Services rendered by GARVER, LLC shall be as follows. GARVER, LLC shall invoice the CITY OF FAYETTEVILLE on a lump sum basis based upon the percent complete of the project. The total lump sum amount for all scope items in this project shall be **\$20,000**.

City of Fayetteville Staff Review Form

A. 5
Verizon Third Amendment
Page 1 of 14

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

19-Jul-11

City Council Meeting Date
Agenda Items Only

Allison Atha
Submitted By

Utilities Capital Projects
Division

Utilities
Department

Action Required:

Approval of the Third Amendment to the Agreement with Verizon/ Fayetteville MSA Limited Partnership to allow the addition of a generator, three cellular antennas, and replace six cellular antennas on the Gulley Road water tower.

N/A

Cost of this request

\$

-

Category / Project Budget

Rent

Program Category / Project Name

N/A

Account Number

\$

-

Funds Used to Date

Revenue

Program / Project Category Name

N/A

Project Number

\$

-

Remaining Balance

Water and Sewer

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature]
Department Director

1 July 11
Date

Previous Ordinance or Resolution # 11-10, 198-10

Original Contract Date: 1/19/2010

Original Contract Number: _____

[Signature]
City Attorney

7-1-2011
Date

Paul A. Beuhr
Finance and Internal Services Director

7-5-2011
Date

07-01-11P03:10 RCVD
Received in City Clerk's Office *UAB*

[Signature]
Chief of Staff

7-5-11
Date

Received in
Mayor's Office



[Signature]
Mayor

7/5/11
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
David Jurgens, Utilities Director
Don Marr, Chief of Staff
Water/Sewer/Solid Waste Committee

From: Allison Atha, Utilities Capital Projects

Date: July 01, 2011

Subject: Approval of the Third Amendment to the agreement with Verizon/ Fayetteville MSA Limited Partnership to add and replace existing equipment on the Gulley Road water tower

RECOMMENDATION

Staff recommends approval of the Third Amendment to the Agreement with Verizon/ Fayetteville MSA Limited Partnership to allow the addition of a generator, three cellular antennas, and replace six cellular antennas on the Gulley Road water tower.

BACKGROUND

The original 5-year lease agreement between the City of Fayetteville and Verizon/Alltel was approved 21 September 1999. In December 2009, the City and Verizon agreed to the current lease contract for another 5 years. The rent (revenue to the City) increases by twenty percent (4% per year) at the beginning of each five year renewal term. The 2009 contract has been amended twice, updating rental rates and specific renter details, including the requirement for annual structural inspections. The current monthly rent is \$1,685.70 (\$20,228.40 annually).

DISCUSSION

With this amendment, Verizon is contractually allowed to install a generator, change out six existing antiquated antennas, and add three new antennas.

The tower antenna mountings were structurally designed to carry the load of these type antennas. Verizon's installation design has been reviewed and is able to handle the loads created by the antennas. Therefore, it is in the City's best interest to allow this antenna to be installed upon the water tower. The rates agreed to in the most recent contract amendment are appropriate for the service provided.

BUDGET IMPACT

None.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE THIRD AMENDMENT OF THE WATER TOWER ATTACHMENT COMMUNICATION SITE AGREEMENT OF DECEMBER 2009 TO ALLOW NEW AND ADDITIONAL CELL PHONE ANTENNAS TO BE PLACED UPON THE GULLEY ROAD WATER TOWER BY VERIZON

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Third Amendment of the Water Tower Attachment Communication Site Agreement of December 2009 to allow new and additional cell phone antennas to be placed upon the Gulley Road Water Tower by Verizon and authorizes Mayor Jordan to sign this Third Amendment (attached).

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Owner Site Name/ Location: Gulley Road Water Tank
3265 Gulley Road. Fayetteville, AR 72703

Tenant Site Name: Mall West Beta Offload
Tenant Location Code: 203600

THIRD AMENDMENT TO WATER TOWER ATTACHMENT COMMUNICATION SITE AGREEMENT

This Third Amendment to Water Tower Attachment Communication Site Agreement ("Amendment") is made and entered into this __ day of _____, 20__, by and between City of Fayetteville ("Owner") and Fayetteville MSA Limited Partnership d/b/a Verizon Wireless ("Tenant").

WHEREAS, Owner and Tenant previously entered into a Water Tower Attachment Communication Site Agreement dated the 20th day of October, 1999 whereby Owner agreed to lease to Tenant space on Owner's water tower and a certain parcel of land for the installation of a structure to house Tenant's equipment on a site owned by Owner; and

WHEREAS, Owner and Tenant previously entered into a First Amendment to Water Tower Attachment Communications Site Agreement dated January 19, 2010 and Second Amendment to Water Tower Attachment Communications Site Agreement dated November 16, 2010 (collectively with the Water Tower Attachment Communication Site Agreement, the "Agreement"); and

WHEREAS, Owner and Tenant desire to amend and modify the Agreement as provided for in this Amendment.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is acknowledged by both parties Owner and Tenant do hereby agree as follows:

1. **Exhibit B.** Exhibit B is hereby replaced and superseded with Exhibit B-1 attached hereto and incorporated herein. In the event of any discrepancy between Exhibit B and Exhibit B-1, Exhibit B-1 shall prevail.
2. **Exhibit C-1.** Exhibit C-1 is hereby replaced and superseded with Exhibit C-2 attached hereto and incorporated herein. In the event of any discrepancy between Exhibit C-1 and Exhibit C-2, Exhibit C-2 shall prevail.
3. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
4. The Agreement and Amendment contain all agreements, promises or understandings between Owner and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either the Owner or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Amendment.

Owner Site Name/ Location: Gulley Road Water Tank
3265 Gulley Road. Fayetteville, AR 72703

Tenant Site Name: Mall West Beta Offload
Tenant Location Code: 203600

IN WITNESS WHEREOF, Owner and Tenant have executed this Agreement as of the date first written above.

OWNER:

CITY OF FAYETTEVILLE

By: _____

Lioneld Jordan
Mayor

Date: _____

TENANT:

**FAYETTEVILLE MSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS**

By: Alltel Communications, LLC
Its: General Partner

By: _____

Hans F. Leutenegger
Area Vice President Network

Date: 6/21/2011

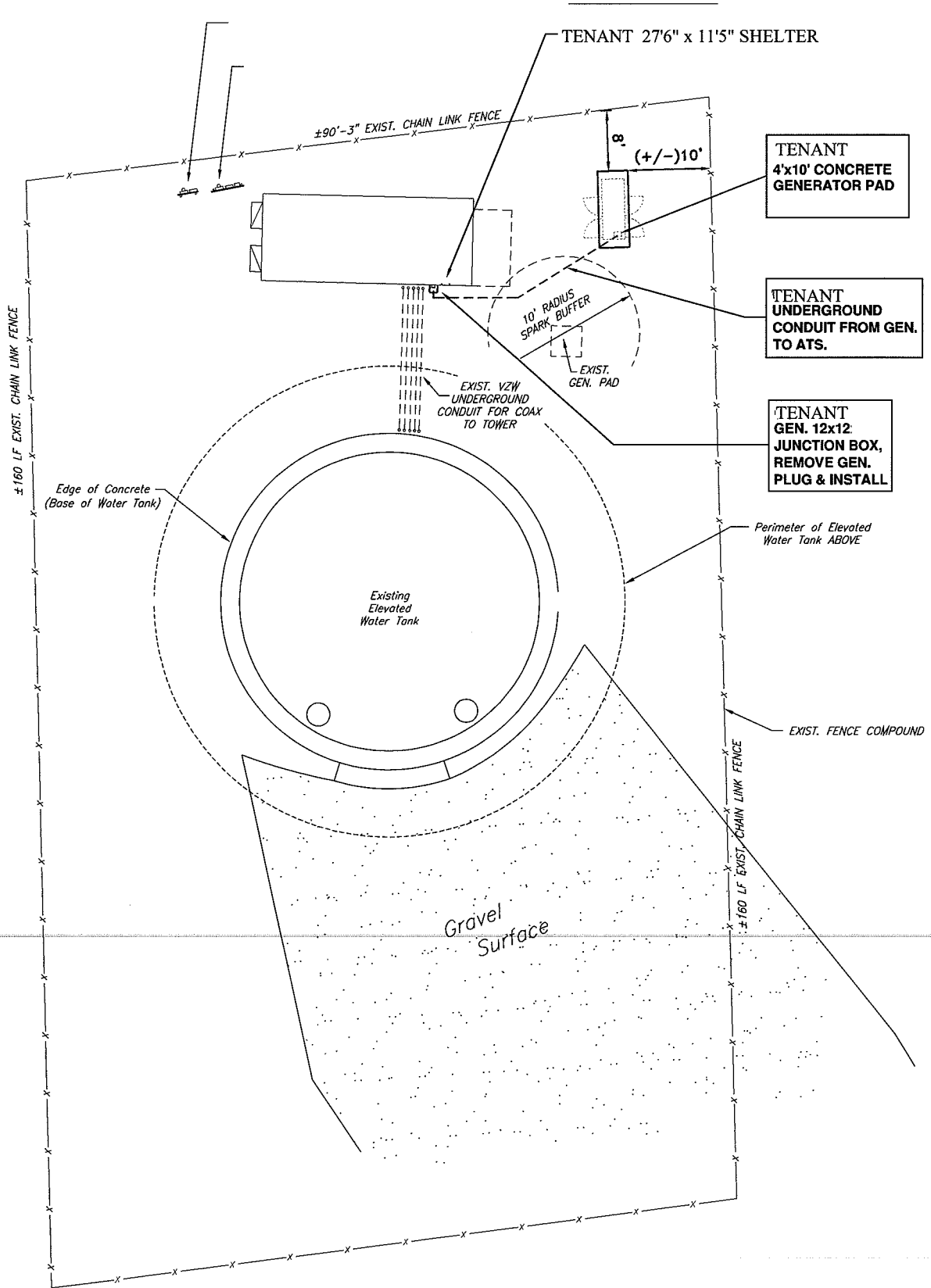
Owner Site Name/ Location: Gulley Road Water Tank
3265 Gulley Road. Fayetteville, AR 72703

Tenant Site Name: Mall West Beta Offload
Tenant Location Code: 203600

EXHIBIT B-1

SITE PLAN

[SEE ATTACHED]



MALL WEST BETA OFF LOAD - AR.

LEASE EXHIBIT



SCALE: NTS

25 APRIL 2011

Owner Site Name/ Location: Gulley Road Water Tank
3265 Gulley Road. Fayetteville, AR 72703

Tenant Site Name: Mall West Beta Offload
Tenant Location Code: 203600

EXHIBIT C-2

EQUIPMENT DESCRIPTION

ANTENNA INFORMATION

ANTENNAS: Three (3) Antel BXA-80063-4CF5 antennas @ 123' A.G.L. rad center
Three (3) Antel BXA-70063-4CF antennas @ 123' A.G.L. rad center

Orientation: 20°/ 140°/ 260°

Diameter of transmission line: Not to exceed 7/8"

GROUND EQUIPMENT INFORMATION

Size of Equipment Shelter: 27'6" x 11'5"

Size of Generator Pad: 4' x 10' for placement of generator

Owner Site Name/ Location: Gulley Road Water Tank
3265 Gulley Road. Fayetteville, AR 72703

Tenant Site Name: Mall West Beta Offload
Tenant Location Code: 203600

PREPARED BY AND
AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.C.
POST OFFICE BOX 2844
COLUMBIA, SOUTH CAROLINA 29202

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

**MEMORANDUM OF THIRD AMENDMENT TO
WATER TOWER ATTACHMENT COMMUNICATION SITE AGREEMENT**

This Memorandum of Third Amendment to Water Tower Attachment Communication Site Agreement ("Memorandum") is made this ____ day of _____, 20__, between **CITY OF FAYETTEVILLE** (hereinafter "OWNER") and **FAYETTEVILLE MSA LIMITED PARTNERSHIP** d/b/a Verizon Wireless (hereinafter "TENANT").

WHEREAS, OWNER and TENANT (and/or their respective predecessors in interest) previously entered into a prior agreement dated October 20, 1999 (the "Agreement"), as may have been previously amended and;

WHEREAS, this Memorandum is not intended to supersede, replace, or release TENANT's rights under any prior recorded Memorandum;

1. OWNER and TENANT entered into a Third Amendment to Water Tower Attachment Communication Site Agreement (the "Amendment") dated _____, 20__, which amends that certain Water Tower Attachment

Communication Site Agreement dated October 20, 1999 (the "Agreement"), between OWNER and TENANT and/or their respective predecessors-in-interest, whereby OWNER leases space to TENANT at a certain parcel located in Washington County, Arkansas as described in the Agreement.

2. Pursuant to the terms of the Amendment, the property leased by TENANT from OWNER has been modified as shown on Exhibit 1 attached hereto and made a part hereof.

3. The terms, covenants and provisions of the Agreement and this Amendment shall extend to and be binding upon the respective administrators, successors and assigns of OWNER and TENANT.

IN WITNESS WHEREOF, hereunto OWNER and TENANT have caused this Memorandum to be duly executed on the day and year first written above.

OWNER:

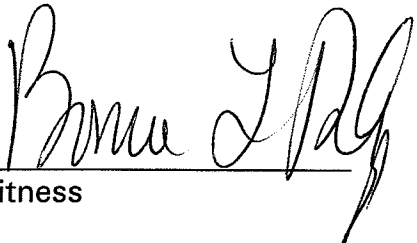
CITY OF FAYETTEVILLE

Witness

By: _____ (Seal)
Name: Lioneld Jordan
Title: Mayor
Date: _____

TENANT:

**FAYETTEVILLE MSA LIMITED
PARTNERSHIP D/B/A VERIZON
WIRELESS**



Witness

By:  (Seal)
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 6/21/2011

STATE OF _____ :
COUNTY OF _____ : **OWNER ACKNOWLEDGEMENT**

I, _____, a Notary Public for the aforesaid State and County, do hereby certify that Lioneld Jordan, to me personally known, who, being by me duly sworn, did say that he is the Mayor, of **CITY OF FAYETTEVILLE**, and that he, as Mayor, being authorized to do so, executed the foregoing Instrument on behalf of **CITY OF FAYETTEVILLE**.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA :
 :
COUNTY OF MECKLENBURG : **TENANT ACKNOWLEDGEMENT**

I, Lynne Carlisle, a Notary Public for Mecklenburg County and State of North Carolina, do hereby certify that Hans F. Leutenegger, to me personally known, who, being by me duly sworn, did say that he is Area Vice President Network of Alltel Communications, LLC, general partner of, **FAYETTEVILLE MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**, and that he, as Area Vice President Network, being authorized to do so, executed the foregoing Instrument on behalf of **FAYETTEVILLE MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**.

WITNESS my hand and official Notarial Seal, this 21 day of June, 2011.

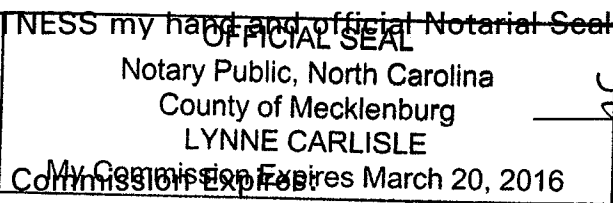
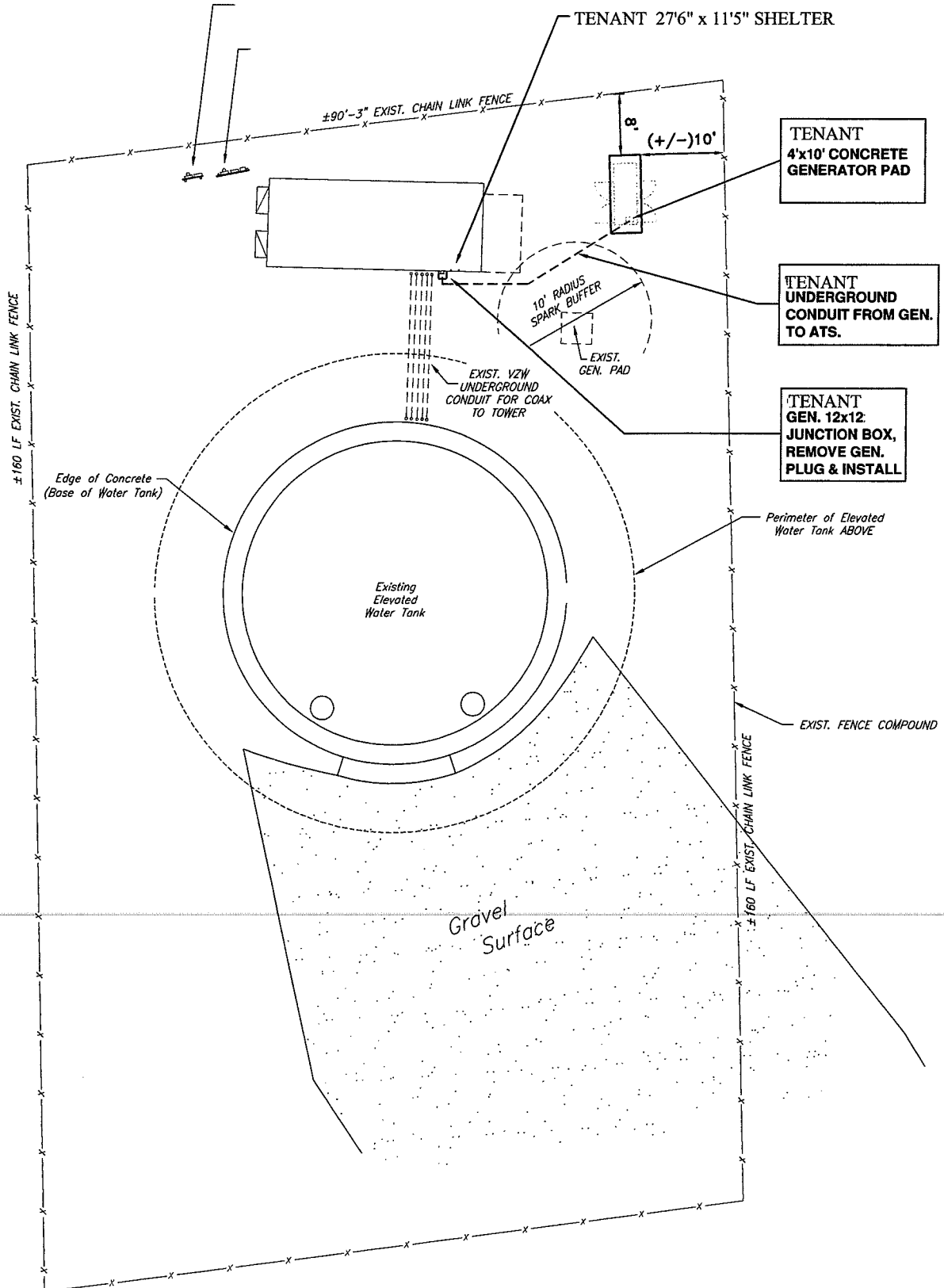

Notary Public
County of Mecklenburg
LYNNE CARLISLE
My Commission Expires March 20, 2016

EXHIBIT 1

SITE PLAN

[SEE ATTACHED]

EXHIBIT 1



MALL WEST BETA OFF LOAD - AR.

LEASE EXHIBIT



SCALE: NTS

25 APRIL 2011

City of Fayetteville Staff Review Form

A. 6
Arkansas State Highway
Commission Agreement
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

7/19/2011

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Utilities

Division

Utilities

Department

Action Required:

A resolution to approve the Arkansas State Highway Commission Highway-Utility Construction/Relocation Agreement to relocate water & sewer utilities as required by the AHTD Job 040578 (040578 Utilities), Hwy. 16 (Huntsville Rd.) from Armstrong Ave. to Stone Bridge Rd.

\$ -

Cost of this request

\$ -

Category / Project Budget

Program Category / Project Name

Account Number

\$ -

Funds Used to Date

Water/Sewer Improvements

Program / Project Category Name

Project Number

\$ -

Remaining Balance

Water and Sewer and W/S Bonds

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

David Jurgens
Department Director

July 11
Date

Previous Ordinance or Resolution #

Kim M. Man
City Attorney

7-1-2011
Date

Original Contract Date:

Original Contract Number:

Paul A. Butler
Finance and Internal Services Director

7-5-2011
Date

Received in City 07-01-11P03:59 RCVD
Clerk's Office

Kim G.

Kim M. Man
Chief of Staff

7/5/11
Date

Received in
Mayor's Office

ENTERED
7/5/11
PA

Leonell Jordan
Mayor

7/5/11
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: July 1, 2011

Subject: Hwy. 16 (Huntsville Rd.) Water and Sewer Relocation AHTD-Utility Agreement

RECOMMENDATION

City Administration recommends approval of the Highway-Utility Construction/Relocation Agreement with Arkansas State Highway Commission for water and sewer relocations relating to the widening of Hwy. 16 (Huntsville Rd.) from Armstrong Ave. to Stone Bridge Rd.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the combined Arkansas Highway Department (AHTD) and City widening of Hwy. 16 (Huntsville Rd.) from Armstrong Ave. to Stone Bridge Rd. The preliminary design has been completed in-house by Engineering staff. The specific project details relating to the scope of work, specifically where upgrades are being considered are still under review.

DISCUSSION

This agreement obligates the AHTD to pay an estimated 33.10% of the total project cost, or an estimated \$977,972.54, and the City to pay the remaining 66.90%, estimated at \$1,976,627.27, plus an estimated additional amount of \$973,551.25 for upgrades (betterment) for a total estimated cost to the City of \$2,950,178.52. In general, the AHTD pays for relocating lines currently existing outside the existing ROW, and the City pays for lines that are currently inside the ROW and any increases in capacity. The final cost will be based on the actual bids. In this arrangement, the City designs, awards, and supervises construction of the utility relocation project, and will submit monthly requests for reimbursement from the AHTD. These costs are maximum amounts; the specific scope of work, and the related costs, will be determined as design is finalized. It is almost certain that some of the improvements will be removed from the project to reduce the overall cost.

Staff expects to advertise for bids for the utility relocations prior to January 1, 2012.

BUDGET IMPACT

This project is funded from a combination of water and sewer revenues and water/sewer revenue bonds. The actual appropriations, and the budget adjustment moving the funds from the revenue bond account to the project account, will be requested when the construction contract is awarded.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A UTILITY CONSTRUCTION/
RELOCATION AGREEMENT WITH THE ARKANSAS STATE HIGHWAY
COMMISSION RELATED TO THE HIGHWAY 16 EAST WIDENING AND
IMPROVEMENT PROJECT**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a Utility Construction/Relocation Agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project and authorizes Mayor Jordan to sign this Agreement which is attached as Exhibit A and shows an approximate estimated cost to the City of Fayetteville of \$1,976,627.27 which is 66.9% of the total cost with the understanding that the Water and Wastewater Department estimates it will recommend spending another \$973,551.25 for upgrades, enlargement or betterment of utilities that have to be moved.

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENTState Job No. 040578 (Utilities)County WashingtonFederal Aid Project STP-9142 (26)Route 16 Section 3Job Location Armstrong Ave. - Stone Bridge Rd.
(Sel. Secs.) (Fayetteville) (S)Utility Owner The City of Fayetteville
(Water & Sewer)*Leave Blank*

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

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

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

Payment will be made on a **actual cost** basis as mutually agreed between "Owner" and "Department."

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

DESCRIPTION OF WORK: **See Exhibit "A"**

The Department agrees that the required adjustment is **33.10%** eligible for reimbursement for the **actual cost** which is estimated to be **\$2,954,599.81** of which **\$977,972.54** to be paid by the Department and **\$1,976,627.27** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **150 calender** days and complete within **210 calender** days thereafter.

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

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

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

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

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

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

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

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

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

**The City of Fayetteville
(Water & Sewer)**

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

Name (Typed or Printed)

(For) Director of Highways & Transportation

Title

Right of Way Division Head

Signature

Section Head-Utilities Section
Right of Way Division

FEDERAL TAXPAYER IDENTIFICATION#

Name (Typed or Printed)

Title

Signature

The City of Fayetteville (Water and Sewer)

Job # 040578

Exhibit "A"

DESCRIPTION OF WORK: Adjust water facilities to clear highway construction by abandoning approximately 50 feet of twenty four (24) inch water line, approximately 1,495 feet of twelve (12) inch water line, approximately 3,475 feet of eight (8) inch water line, approximately 595 feet of six (6) inch water line and approximately 125 feet of two and a quarter (2.25) inch water line complete with appurtenances. Restore service by installing 1,610 feet of twelve (12) inch water line, 3,860 feet of eight (8) inch water line and 985 feet of six (6) inch water line complete with appurtenances. Adjust sanitary sewer facilities to clear highway construction by abandoning approximately 96 feet of fifteen (15) inch sewer line, approximately 153 feet of fourteen (14) inch sewer line, approximately 512 feet of twelve (12) inch sewer line, approximately 830 feet of eight (8) inch sewer line and approximately 848 feet of six (6) inch sewer line complete with appurtenances. Restore service by installing 121 feet of fifteen (15) inch sewer line, 921 feet of twelve (12) inch sewer line, 1,500 feet of eight (8) inch sewer line and 169 feet of four (4) inch sewer line complete with appurtenances. The pro rata factor for reimbursement is determined by dividing the estimated reimbursable construction cost over the total construction cost $\$977,972.54 / \$2,954,599.81 = 33.10\%$. This factor is to be updated based on final quantities installed. Owner is to perform this adjustment work by company forces; however, contract forces may be utilized depending on the availability of forces when work order is issued. Owner will be securing easements based on Owner's estimated easement cost. Owner verifies cost of easements to be paid is based on previous documented practice and can support such by audit. Easement cost is not to exceed 25% of the appraised fee simple value. Temporary construction easement cost is not to exceed 10% of the appraised fee simple value. Any offer in excess of documented practices must have prior written approval by the Arkansas State Highway & Transportation Department, Right of Way Division.

Construction Estimated Cost	\$ 3,374,957.50
Betterment Deduction	\$ (973,551.25)
Plan Preparation	\$ 38,130.39
Land Acquisition	\$ 35,505.90
Legal Condemnation	\$ 21,285.02
Land Cost	\$ 376,275.00
Construction Engineering	\$ 78,997.24
Other Fees (reproduction, SWPPP, advertisement)	\$ 3,000.00
Total Estimated Project Cost	\$ 2,954,599.80

Total Reimbursable Cost $\$2,954,599.81 \times 33.10\% = \$ \underline{977,972.53}$

City of Fayetteville Staff Review Form

A. 7
Arkansas Highway and
Transportation Department
Page 1 of 26

City Council Agenda Items
and
Contracts, Leases or Agreements

7/19/2011

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: Resolution to approve the dedication to the State of Arkansas, General Utility Easements and Right of Way associated with the Runway 16 Safety Area Improvements project.

\$

Cost of this request

Category / Project Budget

Program Category / Project Name

Airport Capital Exp

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Airport

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature]
Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[Signature]
City Attorney

Date

[Signature]
Finance and Internal Services Director

Date

Received in City
Clerk's Office

07-01-11A11:40 RECEIVED

WSB

[Signature]
Chief of Staff

Date

Received in
Mayor's Office



[Signature]
Mayor

Date

Comments:



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director

DATE: June 20, 2011

SUBJECT: Approval of Dedication of General Utility Easements pursuant to the relocation of US Highway 71 South and approval of the dedication of the Right of Way for the relocated US Highway 71 South to the State of Arkansas.

RECOMMENDATION: Approve the dedication of General Utility Easements and the Right of Way associated with the relocation of US Highway 71 South around the Improved Runway safety Area at Fayetteville Executive Airport, Drake Field. Mayor Sign the dedication.

BACKGROUND: The RSA 16 Improvement Project moved Highway 71 to the west out of the Runway safety Area at the airport. The land required for the relocation of the highway was purchased by the project and now is owned by deed by the City of Fayetteville. This action dedicates the new right of way to the State of Arkansas and establishes General Utility Easements along the new highway.

BUDGET IMPACT: None.

Attachments: Staff Review
Permanent Utility Easement Description
Permanent Drainage Easement Description (3A and 3B)
Permanent Drainage Easement Description (3C and 3D)
Sanitary Sewer Easement Description
Highway 71 Right of Way Plat

RESOLUTION NO. _____

**A RESOLUTION TO DEDICATE THE HIGHWAY RIGHT-OF-WAY TO THE
ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR
THE REALIGNED HIGHWAY 71**

WHEREAS, the City purchased and needs to dedicate the right-of-way for the relocated Highway 71 to the Arkansas Highway and Transportation Department so that the Highway Department can maintain such right-of-way.

**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 dedicates to the Arkansas Highway and Transportation Department the right-of-way as shown on the attached "City of Fayetteville Right-of-Way Plat U.S. Highway 71 Relocate as a part of the Runway 16 Safety Area Improvements, Fayetteville Executive Airport".

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

HIGHWAY 71 RELOCATION
PERMANENT UTILITY EASEMENT DESCRIPTION

Tract No. 3

Parcel Nos. 775-17978-000, 775-17965-000, 775-17982-000, 775-17987-000,
775-17986-000, 775-17969-000, 775-17971-000, 775-17970-000, 775-17973-
000, 775-17770-000, --775-17969-001, 775-17979-000

PROPERTY DESCRIPTION:

((Deed Records 92-31668, CIV 1158-666, CIV 92-835, 92-3921,
92-13900, 94-74821, 95-3180, 92-4254, 2009-34978)

PERMANENT UTILITY EASEMENT DESCRIPTION:

(containing utility easements 3A and 3B)

A 20 foot wide utility easement, said easement being adjacent to, parallel with and perpendicular to the proposed right of way of relocated U.S. Highway 71, and said easement being part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 16 North, Range 30 West and part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 4, Township 15 North, Range 30 West, Washington County, Arkansas and said easement being more particularly described as follows:

Commencing at the Southwest corner of the SW ¼ of said SW ¼;
thence South 87 degrees 03 minutes 23 seconds East a distance of
1073.51 feet to the Point of Beginning of Easement 3A (P.O.B. Easement 3A);
thence North 12 degrees 17 minutes 36 seconds West a distance of 405.08 feet;
thence North 57 degrees 17 minutes 36 seconds West a distance of 6.59 feet;
thence South 55 degrees 02 minutes 08 seconds West a distance of 69.25 feet;
thence North 26 degrees 51 minutes 26 seconds West a distance of 100.06 feet;
thence North 55 degrees 02 minutes 10 seconds East a distance of 89.27 feet;
thence North 32 degrees 42 minutes 24 seconds East a distance of 1.91 feet;
thence North 12 degrees 17 minutes 36 seconds West a distance of 399.30 feet;
thence North 01 degrees 51 minutes 23 seconds East a distance of 173.71 feet;
thence North 11 degrees 17 minutes 22 seconds East a distance of 174.13 feet;
thence North 27 degrees 50 minutes 26 seconds East a distance of 47.42 feet;
thence North 19 degrees 33 minutes 39 seconds West a distance of 7.55 feet;
thence North 88 degrees 42 minutes 02 seconds West a distance of 133.78 feet;
thence North 00 degrees 38 minutes 24 seconds East a distance of 43.19 feet;
thence South 87 degrees 05 minutes 14 seconds East a distance of 20.02 feet;
thence South 00 degrees 38 minutes 24 seconds East a distance of 22.58 feet;
thence South 88 degrees 42 minutes 02 seconds East a distance of 127.79 feet to the
proposed westerly right of way of Relocated U.S. Highway 71 B;

thence along said right of way the following courses:

South 19 degrees 33 minutes 39 seconds East a distance of 30.12 feet;
South 27 degrees 50 minutes 57 seconds West a distance of 53.28 feet;
South 11 degrees 17 minutes 22 seconds West a distance of 169.58 feet;
South 01 degrees 51 minutes 23 seconds West a distance of 169.58 feet;
South 12 degrees 17 minutes 36 seconds East a distance of 405.11 feet;
South 32 degrees 42 minutes 24 seconds West a distance of 14.14 feet;
South 55 degrees 02 minutes 10 seconds West a distance of 75.87 feet;
South 26 degrees 51 minutes 26 seconds West a distance of 59.65 feet;
North 55 degrees 02 minutes 08 seconds West a distance of 59.65 feet;
South 57 degrees 17 minutes 36 seconds West a distance of 28.28 feet;
South 12 degrees 17 minutes 36 seconds East a distance of 522.41 feet;
thence leaving said right of way
North 87 degrees 03 minutes 23 seconds West a distance of 20.73 feet;
thence North 12 degrees 17 minutes 36 seconds West a distance of 103.60 feet
to the POINT OF BEGINNING OF EASEMENT 3A (P.O.B EASEMENT 3A),
containing 34906.13 square feet, 0.80 acres.

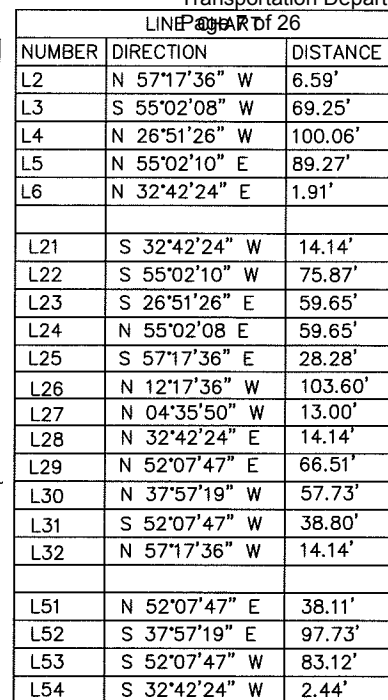
and also

A 20 foot wide utility easement, said easement being adjacent to, parallel with
and perpendicular to the proposed right of way of relocated U.S. Highway 71,
and said easement being part of the Southwest Quarter (SW 1/4) of the Southwest
Quarter (SW1/4) of Section 33, Township 16 North, Range 30 West,
Washington County, Arkansas and said easement being more particularly
described as follows:

Commencing at the Southwest corner of the SW ¼ of said SW ¼;
thence South 87 degrees 03 minutes 23 seconds East a distance of 1204.34 feet;
thence North 04 degrees 35 minutes 50 seconds East a distance of 13.00 feet to
the proposed easterly right of way line of relocated U.S. Highway 71
and the POINT OF BEGINNING OF EASEMENT 3B (P.O.B. EASEMENT 3B);
thence along said right of way the following courses:
North 12 degrees 17 minutes 36 seconds West a distance of 525.25 feet;
North 32 degrees 42 minutes 24 seconds East a distance of 14.14 feet;
North 52 degrees 07 minutes 47 seconds East a distance of 66.51 feet;
North 37 degrees 57 minutes 19 seconds West a distance of 57.73 feet;
South 52 degrees 07 minutes 47 seconds West a distance of 38.80 feet;
North 57 degrees 17 minutes 36 seconds West a distance of 14.14 feet;
North 12 degrees 17 minutes 36 seconds West a distance of 310.26 feet;
North 01 degrees 51 minutes 23 seconds East a distance of 144.79 feet;
North 11 degrees 17 minutes 22 seconds East a distance of 144.79 feet;
North 25 degrees 32 minutes 54 seconds East a distance of 84.91 feet;
North 70 degrees 26 minutes 21 seconds East a distance of 28.05 feet;
thence leaving said right of way
North 88 degrees 40 minutes 33 seconds East a distance of 128.80 feet;
thence North 00 degrees 21 minutes 53 seconds East a distance of 68.92 feet

thence North 85 degrees 13 minutes 17 seconds West a distance of 90.84 feet;
to the easterly right of way line of Relocated U.S. Highway 71;
thence along said right of way the following courses:
North 19 degrees 33 minutes 39 seconds West a distance of 28.28 feet;
North 25 degrees 26 minutes 21 seconds East a distance of 706.90 feet;
South 85 degrees 24 minutes 10 seconds East a distance of 10.00 feet;
thence leaving said right of way South 04 degrees 35 minutes 50 seconds East
A distance of 29.95 feet;
thence South 25 degrees 26 minutes 21 seconds West a distance of 674.20 feet;
thence South 19 degrees 33 minutes 39 seconds East a distance of 7.10 feet;
thence South 85 degrees 13 minutes 17 seconds East a distance of 96.23 feet
Thence South 00 degrees 21 minutes 53 seconds East a distance of 106.87 feet;
thence South 88 degrees 40 minutes 33 seconds West a distance of 145.26 feet;
thence South 70 degrees 26 minutes 21 seconds West a distance of 16.58 feet;
thence South 25 degrees 32 minutes 54 seconds West a distance of 74.14 feet;
thence South 11 degrees 17 minutes 22 seconds West a distance of 140.63 feet;
thence South 01 degrees 51 minutes 23 seconds West a distance of 140.65 feet;
thence South 12 degrees 17 minutes 36 seconds East a distance of 290.81 feet;
thence North 52 degrees 07 minutes 47 seconds East a distance of 38.11 feet;
thence South 37 degrees 57 minutes 19 seconds East a distance of 97.73 feet;
thence South 52 degrees 07 minutes 47 seconds West a distance of 83.12 feet;
thence South 32 degrees 42 minutes 24 seconds West a distance of 2.44 feet;
thence South 12 degrees 17 minutes 36 seconds East a distance of 451.09 feet to the
westerly right of way line of existing U.S. Highway 71 B;
thence along said right of way line South 04 degrees 35 minutes 50 seconds West a
distance of 68.84 feet to the POINT OF BEGINNING OF EASEMENT 3B (P.O.B.
EASEMENT 3B), containing 48368.79 square feet, 1.11 acres.

SHEET 1 OF 3
Arkansas Highway and
Transportation Department
LINE PLAN of 26



BASIS OF BEARING:
CITY OF FAYETTEVILLE
GPS MONUMENTATION



- CITY OF
FAYETTEVILLE***

Property Owner : City of Fayetteville	
Drawn by : McClelland Consulting Engineers	
Date: June 2011	Scale : 1" = 150'
Project No. 082153	Tract No. 3

Project Name :
U.S. Highway 71 Relocation

No.	Revisions	Date
	SHEET 1 OF 3	

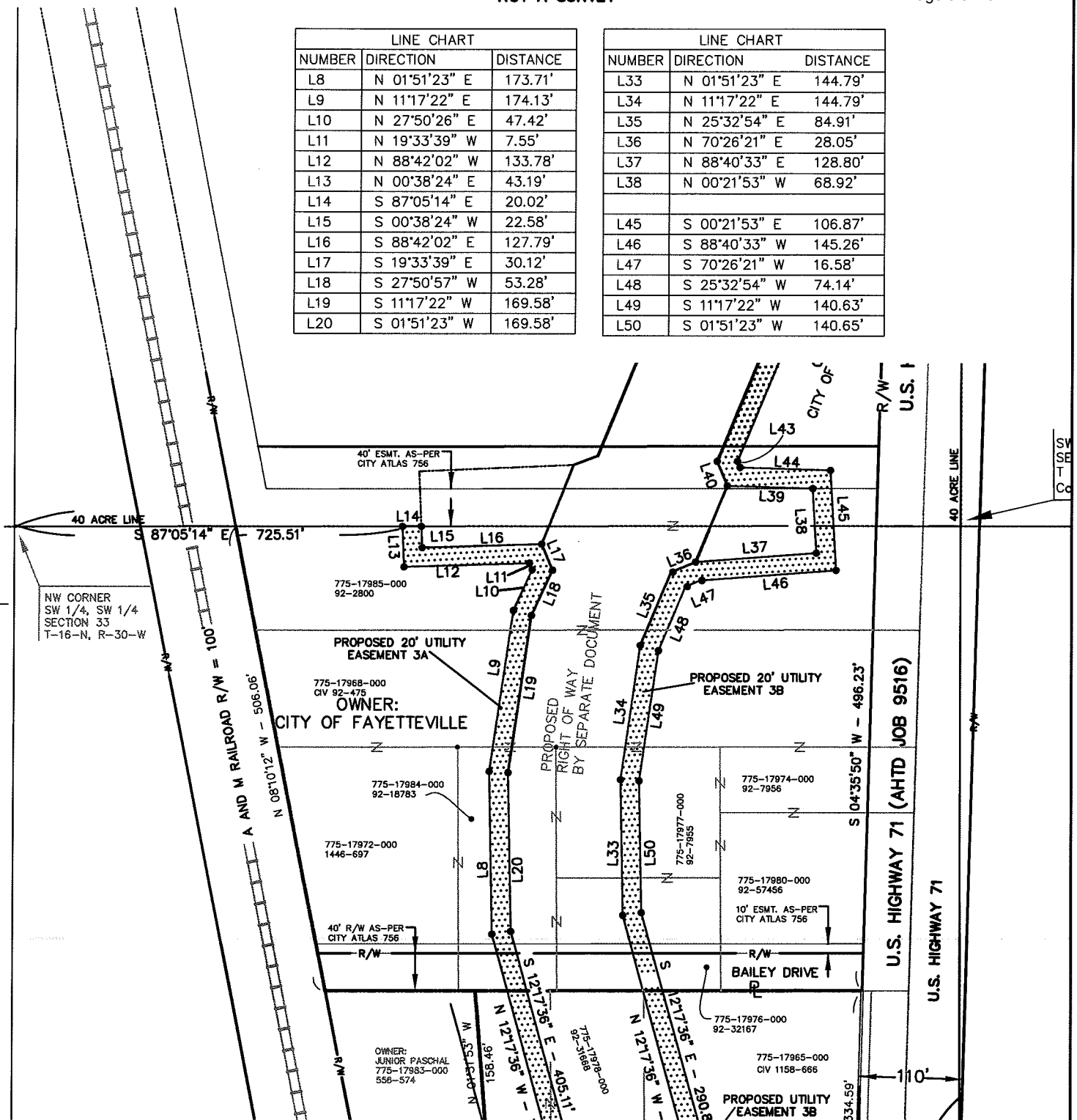
EASEMENT 3A - 34906 SQ. FT. (0.80 AC.)
EASEMENT 3B - 48368 SQ. FT. (1.11 AC.)

PERMANENT UTILITY EASEMENT MAP
TRACT MAP NO. 3
EXHIBIT "A"
(Showing utility easements 3A and 3B)
NOT A SURVEY

SHEET 2 OF 3
Arkansas Highway and
Transportation Department
Page 8 of 26

LINE CHART		
NUMBER	DIRECTION	DISTANCE
L8	N 01°51'23" E	173.71'
L9	N 11°17'22" E	174.13'
L10	N 27°50'26" E	47.42'
L11	N 19°33'39" W	7.55'
L12	N 88°42'02" W	133.78'
L13	N 00°38'24" E	43.19'
L14	S 87°05'14" E	20.02'
L15	S 00°38'24" W	22.58'
L16	S 88°42'02" E	127.79'
L17	S 19°33'39" E	30.12'
L18	S 27°50'57" W	53.28'
L19	S 11°17'22" W	169.58'
L20	S 01°51'23" W	169.58'

LINE CHART		
NUMBER	DIRECTION	DISTANCE
L33	N 01°51'23" E	144.79'
L34	N 11°17'22" E	144.79'
L35	N 25°32'54" E	84.91'
L36	N 70°26'21" E	28.05'
L37	N 88°40'33" E	128.80'
L38	N 00°21'53" W	68.92'
L45	S 00°21'53" E	106.87'
L46	S 88°40'33" W	145.26'
L47	S 70°26'21" W	16.58'
L48	S 25°32'54" W	74.14'
L49	S 11°17'22" W	140.63'
L50	S 01°51'23" W	140.65'



LEGEND

- Permanent UTILITY Easement
- SEE MAP — Tax Parcel Number
- SEE MAP — Deed Record
- Parcel(s) Boundary

- Corner of Permanent Utility Easement
- R/W — Existing Right of Way
- Property Line

SCALE
1" = 150'

BASIS OF BEARING:
CITY OF FAYETTEVILLE
GPS MONUMENTATION



**CITY OF
FAYETTEVILLE**

Property Owner : City of Fayetteville
Drawn by : McClelland Consulting Engineers
Date: JUNE 2011 Scale : 1" = 150'
Project No. 082153 Tract No. 3

Project Name :
U.S. Highway 71 Relocation

No.	Revisions	Date

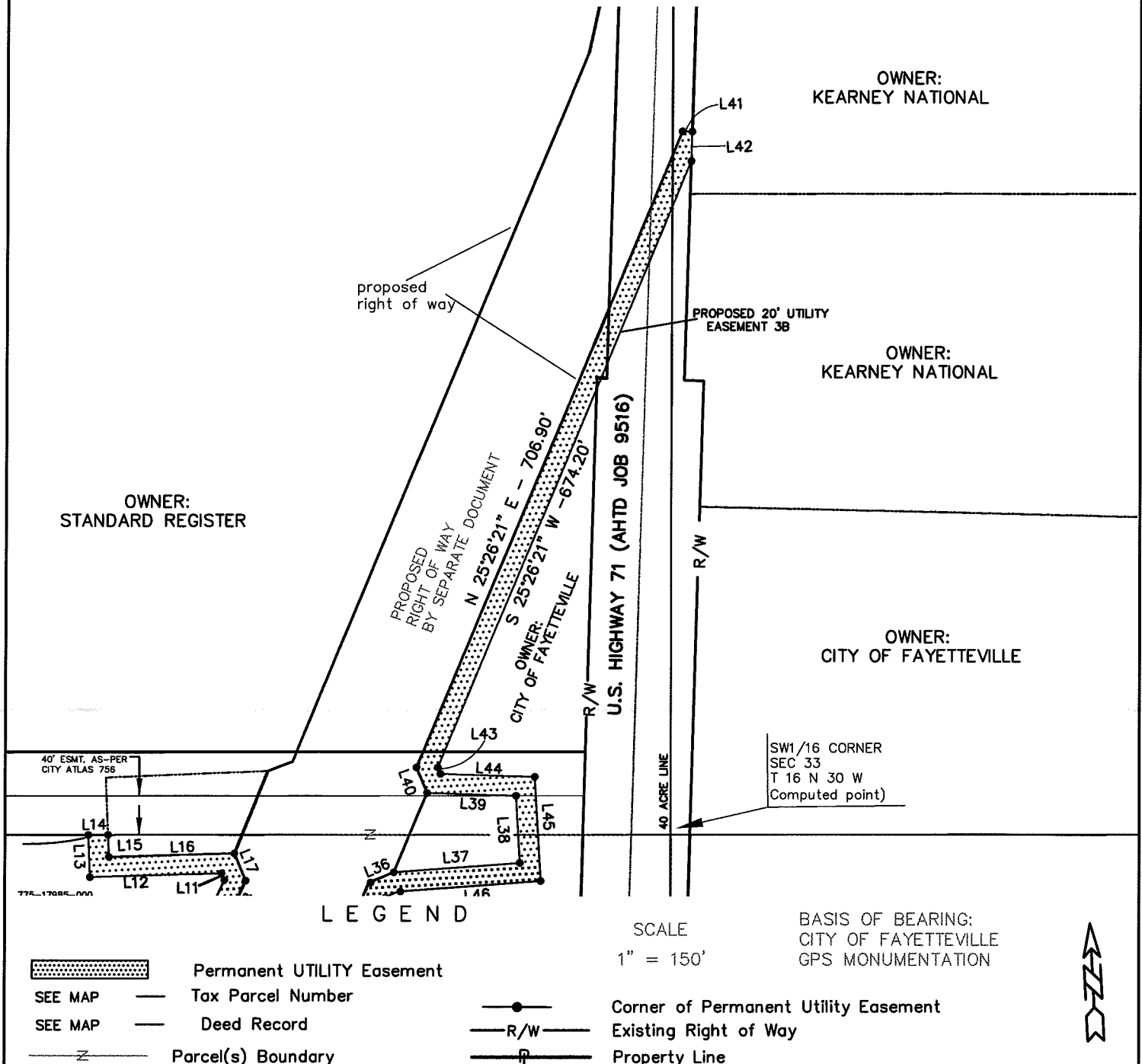
SHEET 2 OF 3

EASEMENT 3A - 34906 SQ. FT. (0.80 AC.)
EASEMENT 3B - 48369 SQ. FT. (1.11 AC.)

PERMANENT UTILITY EASEMENT MAP
TRACT MAP NO. 3
EXHIBIT "A"
(Showing utility easements 3A and 3B)
NOT A SURVEY

SHEET 3 OF 3
Arkansas Highway and
Transportation Department
Page 9 of 26

LINE CHART		
NUMBER	DIRECTION	DISTANCE
L39	N 85°13'17" W	90.84'
L40	N 19°33'39" W	28.28'
L41	S 85°24'10" E	10.00'
L42	S 04°35'30" E	29.95'
L43	S 19°33'39" E	7.10'
L44	S 85°13'17" E	96.23'
L45	S 00°21'53" E	106.87'



LEGEND

SCALE
1" = 150'

BASIS OF BEARING:
CITY OF FAYETTEVILLE
GPS MONUMENTATION



- Permanent UTILITY Easement
- SEE MAP — Tax Parcel Number
- SEE MAP — Deed Record
- Parcel(s) Boundary

- Corner of Permanent Utility Easement
- Existing Right of Way
- Property Line

**CITY OF
FAYETTEVILLE**

Property Owner : City of Fayetteville
Drawn by : McClelland Consulting Engineers
Date: JUNE 2011 Scale : 1" = 150'
Project No. 082153 Tract No. 3

Project Name :
U.S. Highway 71 Relocation

No.	Revisions	Date
	SHEET 3 OF 3	

HIGHWAY 71 RELOCATION
PERMANENT DRAINAGE EASEMENT DESCRIPTION

Tract No. 3

Parcel Nos. 775-17978-000, 775-17965-000, 775-17982-000, 775-17987-000,
775-17986-000, 775-17969-000, 775-17971-000, 775-17970-000, 775-17973-
000, 775-17770-000, --775-17969-001, 775-17979-000

PROPERTY DESCRIPTION:

((Deed Records 92-31668, CIV 1158-666, CIV 92-835, 92-3921,
92-13900, 94-74821, 95-3180, 92-4254, 2009-34978)

PERMANENT DRAINAGE EASEMENT DESCRIPTION:
(containing DRAINAGE easements 3C and 3D)

A drainage easement, said easement being adjacent to the proposed westerly right of way of Relocated U.S. Highway 71, and said easement being part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW1/4) and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW1/4) and of Section 33, Township 16 North, Range 30 West, Washington County, Arkansas and said easement being more particularly described as follows:

Commencing at the Northwest corner of the SW ¼ of said SW ¼;
thence South 87 degrees 05 minutes 14 seconds East a distance of 745.53 feet to the
to the POINT OF BEGINNING OF DRAINAGE EASEMENT 3C (P.O.B. DRAINAGE
EASEMENT 3C);
thence North 87 degrees 05 minutes 14 seconds West a distance of 113.84 feet;
thence North 25 degrees 26 minutes 21 seconds East a distance of 69.85 feet;
thence South 89 degrees 23 minutes 40 seconds East a distance of 22.04 feet to the
proposed westerly right of way of Relocated U.S. Highway 71;
thence along said right of way South 24 degrees 50 minutes 41 seconds West a distance
of 91.00 feet
thence leaving said right of way North 88 degrees 42 minutes 02 seconds West a distance
of 127.79 feet;
thence North 00 degrees 38 minutes 24 seconds West a distance of 22.625 feet to the
POINT OF BEGINNING OF DRAINAGE EASEMENT 3C (P.O.B DRAINAGE
EASEMENT 3C), containing 4173.24 square feet, 0.09 acres.

and also

a drainage easement, said easement being adjacent to the proposed easterly right of way of Relocated U.S. Highway 71, and said easement being part of the Southwest Quarter

(SW 1/4) of the Southwest Quarter (SW1/4) and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW1/4) and of Section 33, Township 16 North, Range 30 West, Washington County, Arkansas and said easement being more particularly described as follows:

Commencing at the Northwest corner of the SW $\frac{1}{4}$ of said SW 1/4
thence South 87 degrees 05 minutes 14 seconds East a distance of 1054.22 feet
to the proposed easterly right of way line of Relocated U.S. Highway 71
and the POINT OF BEGINNING OF DRAINAGE EASEMENT 3D (P.O.B.
DRAINAGE EASEMENT 3D
thence along said right of way North 25 degrees 26 minutes 21 seconds East
a distance of 46.55 feet;
thence leaving said right of way South 85 degrees 13 minutes 17 seconds East a distance
of 90.84 feet;
thence South 00 degrees 21 minutes 53 seconds East a distance of 68.92 feet;
thence South 88 degrees 40 minutes 33 seconds West a distance of 128.80 feet;
to the proposed easterly right of way of Relocated U.S. Highway 71;
thence along said right of way North 25 degrees 26 minutes 21 seconds East a distance of
41.45 feet to the POINT OF BEGINNING OF DRAINAGE EASEMENT 3B (P.O.B.
DRAINAGE EASEMENT 3B), containing 8178 square feet, 0.19 acres.

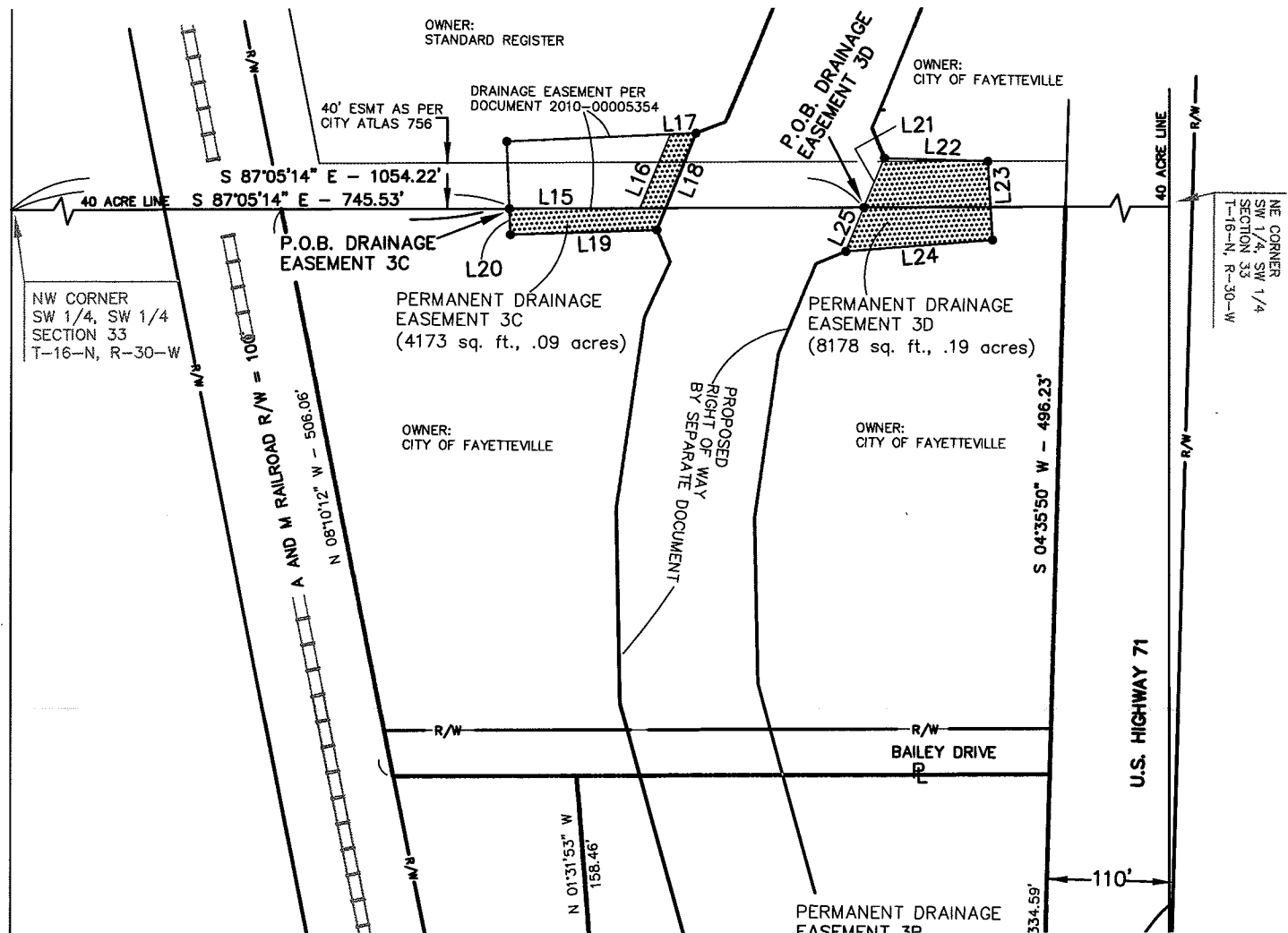
EASEMENT 3C - 4173 SQ. FT. (0.09 AC.)

EASEMENT 3D - 8178 SQ. FT. (0.19 AC.)

PERMANENT DRAINAGE EASEMENT MAP
TRACT MAP NO. 3
EXHIBIT "A"
 (Showing DRAINAGE easements 3C and 3D)
NOT A SURVEY

A. 7
 Arkansas Highway and
 Transportation Department
 Page 12 of 26

LINE CHART		
NUMBER	DIRECTION	DISTANCE
L15	N 87°04'14" E	113.84'
L16	N 25°26'21" E	69.85'
L17	S 89°23'40" E	22.04'
L18	S 24°50'41" W	91.00'
L19	N 88°42'02" W	127.79'
L20	N 00°38'24" E	22.62'
L21	N 25°26'21" E	46.55'
L22	S 85°13'17" E	90.84'
L23	S 00°21'53" E	68.92'
L24	S 88°40'33" W	128.80'
L25	N 25°26'21" E	41.45'



LEGEND

- Permanent DRAINAGE Easement
- Corner of Permanent Utility Easement
- R/W Existing Right of Way
- Property Line

SCALE
 1" = 150'

BASIS OF BEARING:
 CITY OF FAYETTEVILLE
 GPS MONUMENTATION



**CITY OF
 FAYETTEVILLE**

Property Owner : City of Fayetteville	
Drawn by : McClelland Consulting Engineers	
Date: JUNE 2011	Scale : 1" = 150'
Project No. 082153	Tract No. 3

Project Name : U.S. Highway 71 Relocation		
No.	Revisions	Date

HIGHWAY 71 RELOCATION
PERMANENT DRAINAGE EASEMENT DESCRIPTION

Tract No. 3

Parcel Nos. 775-17978-000, 775-17965-000, 775-17982-000, 775-17987-000,
775-17986-000, 775-17969-000, 775-17971-000, 775-17970-000, 775-17973-
000, 775-17770-000, --775-17969-001, 775-17979-000

PROPERTY DESCRIPTION:

((Deed Records 92-31668, CIV 1158-666, CIV 92-835, 92-3921,
92-13900, 94-74821, 95-3180, 92-4254, 2009-34978)

PERMANENT DRAINAGE EASEMENT DESCRIPTION:
(containing DRAINAGE easements 3A and 3B)

A drainage easement, said easement being adjacent to the proposed westerly right of way of Relocated U.S. Highway 71, and said easement being part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 16 North, Range 30 West, Washington County, Arkansas and said easement being more particularly described as follows:

Commencing at the Southwest corner of the SW ¼ of said SW ¼;
thence South 87 degrees 03 minutes 23 seconds East a distance of 1094.24 feet to the proposed westerly right of way of Relocated U.S. Highway 71;
thence along said right of way North 12 degrees 17 minutes 36 seconds West a distance of 418.76 feet;
thence North 57 degrees 17 minutes 36 seconds West a distance of 28.28 feet to the POINT OF BEGINNING OF DRAINAGE EASEMENT 3A (P.O.B. DRAINAGE EASEMENT 3A);
thence leaving said right of way South 55 degrees 02 minutes 08 seconds West a distance of 59.65 feet;
thence North 26 degrees 51 minutes 26 seconds East a distance of 59.65 feet
thence North 55 degrees 02 minutes 10 seconds East a distance of 75.87 feet to the proposed westerly right of way of Relocated U.S. Highway 71;
thence along said right of way South 12 degrees 17 minutes 36 seconds East a distance of 64.00 feet to the POINT OF BEGINNING OF DRAINAGE EASEMENT 3A (P.O.B. DRAINAGE EASEMENT 3A), containing 4000 square feet, 0.09 acres.

and also

a drainage easement, said easement being adjacent to the proposed easterly right of way of Relocated U.S. Highway 71, and said easement being part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 16 North,

Range 30 West, Washington County, Arkansas and said easement being more particularly described as follows:

Commencing at the Southwest corner of the SW $\frac{1}{4}$ of said SW $\frac{1}{4}$
thence South 87 degrees 03 minutes 23 seconds East a distance of 1204.34 feet;
thence North 04 degrees 35 minutes 50 seconds East a distance of 13.00 feet
to the proposed easterly right of way line of Relocated U.S. Highway 71;
thence along said right of way the following courses:
North 12 degrees 17 minutes 36 seconds West a distance of 525.25 feet
North 32 degrees 42 minutes 24 seconds East a distance of 14.14 feet
and the POINT OF BEGINNING OF DRAINAGE EASEMENT 3C (P.O.B.
DRAINAGE EASEMENT 3C
thence continuing along said right of way North 12 degrees 17 minutes 36 seconds East
a distance of 64.00 feet;
thence leaving said right of way North 52 degrees 07 minutes 47 seconds East a distance
of 38.80 feet;
thence South 37 degrees 57 minutes 19 seconds East a distance of 57.73 feet;
thence South 57 degrees 07 minutes 47 seconds West a distance of 66.51 feet;
to the POINT OF BEGINNING OF DRAINAGE EASEMENT 3B (P.O.B. DRAINAGE
EASEMENT 3B), containing 3040 square feet, 0.07 acres.

HIGHWAY 71 RELOCATION
SANITARY SEWER EASEMENT DESCRIPTION

SANITARY SEWER EASEMENT DESCRIPTION:

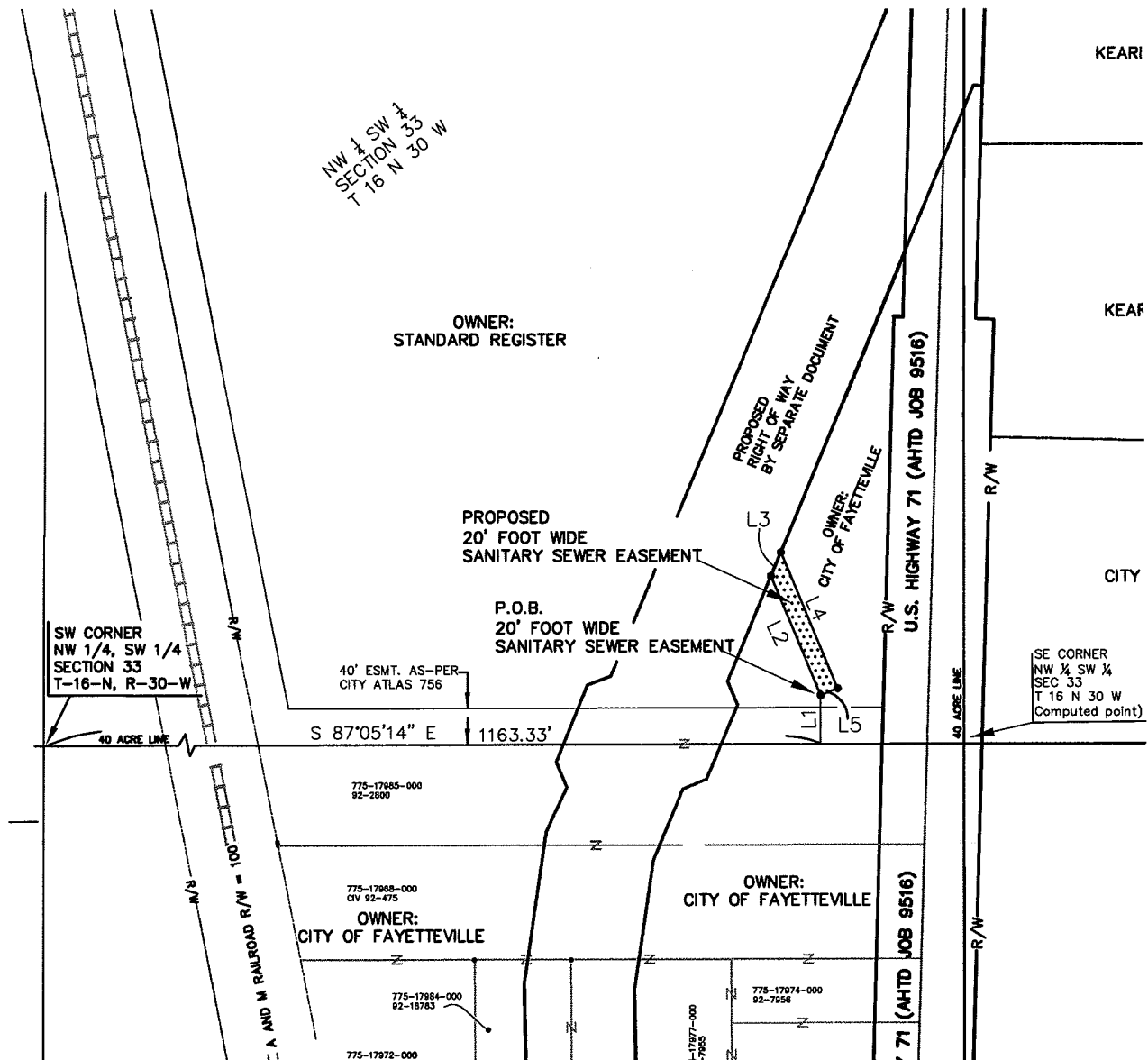
A 20 foot wide sanitary sewer easement, being part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 16 North, Range 30 West, Washington County, Arkansas and said easement being more particularly described as follows:

Commencing at the Southwest corner of the NW ¼ of said SW ¼;
thence South 87 degrees 05 minutes 14 seconds East a distance of 1163.33 feet;
thence North 02 degrees 54 minutes 46 seconds West a distance of 53.54 feet to the POINT OF BEGINNING (P.O.B.);
thence North 19 degrees 34 minutes 40 seconds West a distance of 141.77 feet to the easterly right of way of Relocated U.S. Highway 71;
thence along said right of way North 25 degrees 26 minutes 21 seconds East a distance of 28.28 feet;
thence leaving said right of way South 19 degrees 34 minutes 40 seconds East a distance of 161.76 feet;
thence South 70 degrees 25 minutes 20 seconds West a distance of 20.00 feet to the POINT OF BEGINNING (P.O.B.) contain 3035.24 square feet, 0.07 acres.

EXHIBIT "A"

A. 7
Arkansas Highway and
Transportation Department
Page 17 of 26

LINE CHART		
NUMBER	DIRECTION	DISTANCE
L1	N 02°54'46" W	53.54'
L2	N 19°34'40" W	141.77'
L3	N 25°26'21" E	28.28'
L4	S 19°34'40" E	161.76'
L5	S 70°25'20" W	20.00'



LEGEND

SCALE
" = 150'

BASIS OF BEARING:
CITY OF FAYETTEVILLE
GPS MONUMENTATION



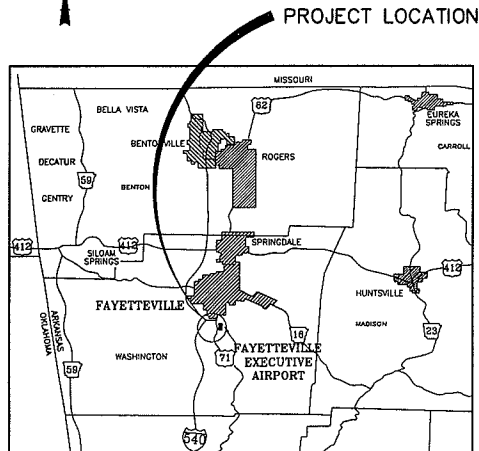
-  Permanent SANITARY SEWER Easement
 SEE MAP — Tax Parcel Number
 SEE MAP — Deed Record
 Parcel(s) Boundary
- 1" = 150'
 GPS MONUMENT
 Corner of Permanent Utility Easement
 R/W Existing Right of Way
 Property Line

***CITY OF
FAYETTEVILLE***

Property Owner : City of Fayetteville		Project Name : U.S. Highway 71 Relocation		
Drawn by : McClelland Consulting Engineers		No.	Revisions	Date
Date: JUNE 2011	Scale : 1" = 150'			
Project No. 082153				

CITY OF FAYETTEVILLE
RIGHT OF WAY PLAT
U.S. HIGHWAY 71 RELOCATE
as part of the
RUNWAY 16 SAFETY AREA IMPROVEMENTS
FAYETTEVILLE EXECUTIVE AIRPORT
WASHINGTON COUNTY

A. 7
Arkansas Highway and
Transportation Department
Page 18 of 26

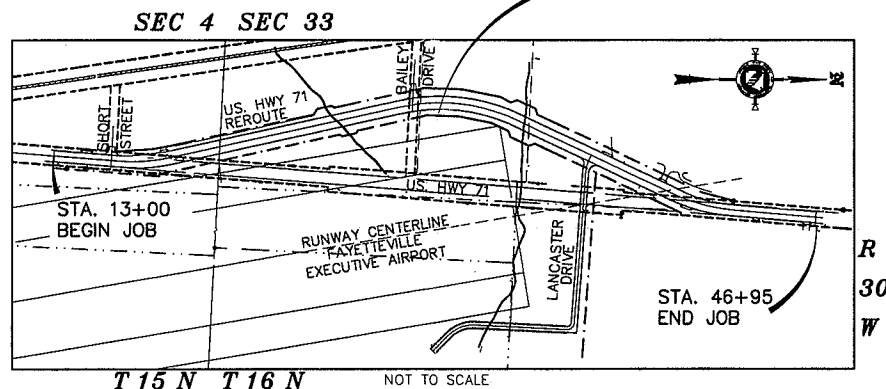


VICINITY MAP

AIP NUMBER 3-05-0020-038-2009

Fayetteville
ARKANSAS

PROJECT
LOCATION



AR HWY. DISTRICT NO. 4

SHEET	DRAWING INDEX DESCRIPTION	DATE
1	Cover Sheet	4-19-11
2	Right of Way Plat	4-19-11
3	Description and notes	4-19-11
4	Right of way sheet 1	4-19-11
5	Right of way sheet 2	4-19-11
6	Right of way sheet 3	4-19-11
7	Right of way sheet 4	4-19-11
8	Right of way sheet 5	4-19-11



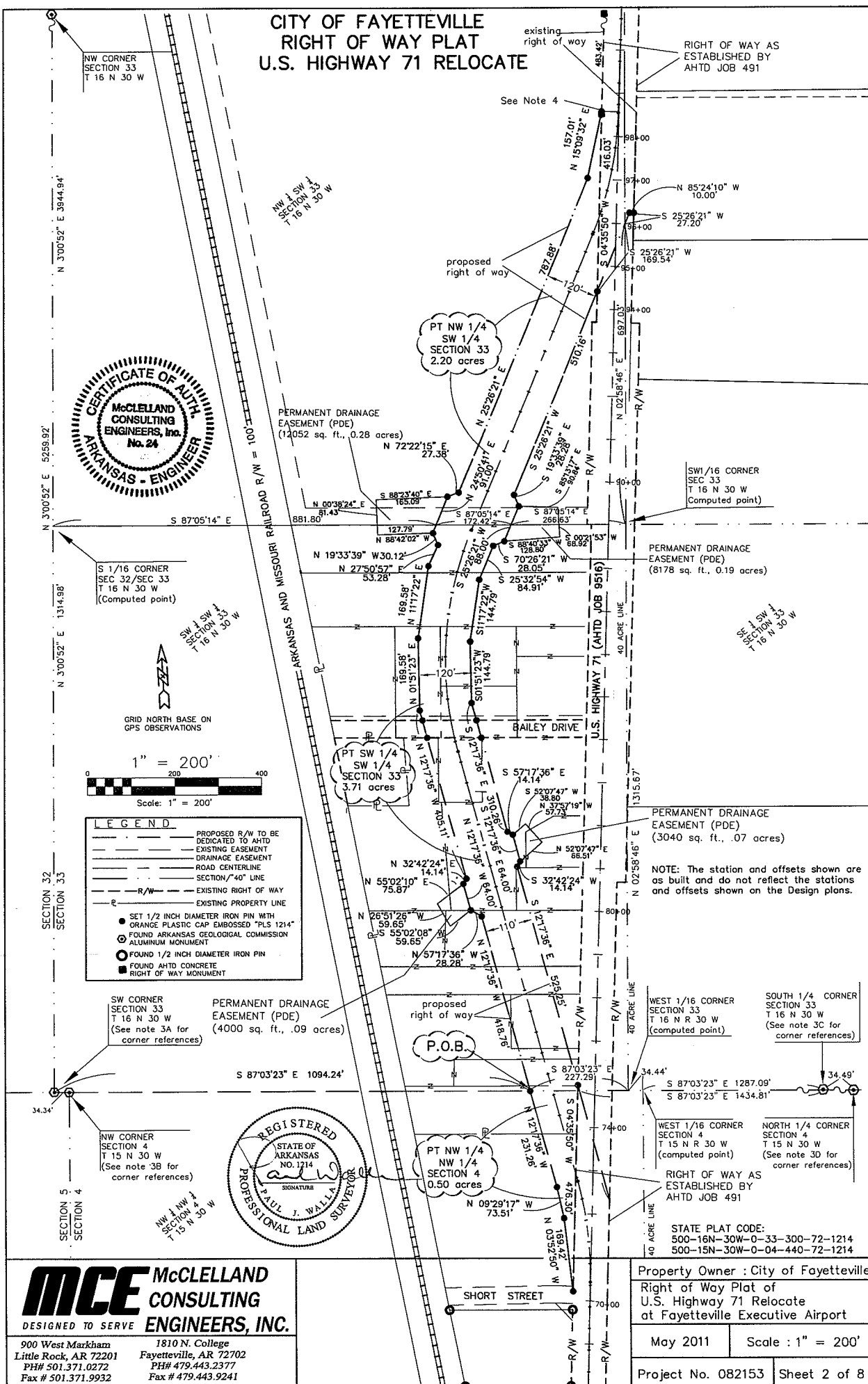
PREPARED BY:

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE

900 West Markham
Little Rock, AR 72201
PH# 501.371.0272
Fax # 501.371.9932

1810 N. College
Fayetteville, AR 72702
PH# 479.443.2377
Fax # 479.443.9241

CITY OF FAYETTEVILLE RIGHT OF WAY PLAT U.S. HIGHWAY 71 RELOCATE



A part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 16 North, Range 30 West and a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 4, Township 15 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas and being more particularly described as follows:
Commencing at a found Arkansas Geological Commission aluminum monument, said monument accepted and used as the Southwest corner of said Section 33;
thence along the south line of said SW 1/4 of said SW 1/4 South 87 degrees 03 minutes 23 seconds East a distance of 1094.24 feet to a point on the proposed westerly right of way line of relocated U.S. Highway 71, said point being North 85 degrees 24 minutes 10 seconds West a distance of 150.04 feet from the centerline of existing U.S. Highway 71 centerline Station 74+81.62 (as shown on Right of Way Map of Arkansas Highway and Transportation Department Job 9516), a set 1/2 inch diameter iron pin and the POINT OF BEGINNING (P.O.B.);
thence along said proposed westerly right of way the following courses:
North 12 degrees 17 minutes 36 seconds West a distance of 418.76 feet; North 57 degrees 17 minutes 36 seconds West a distance of 28.28 feet;
North 12 degrees 17 minutes 36 seconds West a distance of 64.00 feet; North 32 degrees 42 minutes 24 seconds East a distance of 14.14 feet;
North 12 degrees 17 minutes 36 seconds West a distance of 405.11 feet; North 01 degrees 51 minutes 23 seconds East a distance of 169.58 feet;
North 11 degrees 17 minutes 22 seconds East a distance of 169.58 feet; North 27 degrees 50 minutes 57 seconds East a distance of 53.28 feet;
North 19 degrees 33 minutes 39 seconds West a distance of 30.12 feet; North 24 degrees 50 minutes 41 seconds East a distance of 91.00 feet;
North 72 degrees 22 minutes 15 seconds East a distance of 27.38 feet; North 25 degrees 26 minutes 21 seconds East a distance of 787.88 feet;
North 15 degrees 09 minutes 32 seconds East a distance of 157.01 feet to the point of intersection of the proposed westerly right of way line of relocated U.S. Highway 71 with the westerly right of way line of existing U.S. Highway 71 (as established by Arkansas Highway and Transportation Department Job 491),
said point being North 85 degrees 24 minutes 10 seconds West a distance of 40.00 feet from the centerline of existing U.S. Highway 71 centerline Station 98+57.72 (as shown on Right of Way Map of Arkansas Highway and Transportation Department Job 9516);
thence along said westerly right of way line of existing U.S. Highway 71 South 04 degrees 35 minutes 50 seconds West a distance of 416.03 feet to the point of intersection of said westerly right of way line of existing U.S. Highway 71 with the proposed easterly right of way line of relocated U.S. Highway 71, said point being North 85 degrees 24 minutes 10 seconds West a distance of 40.00 feet from the centerline of existing U.S. Highway 71 centerline Station 94+41.68 (as shown on Right of Way Map of Arkansas Highway and Transportation Department Job 9516);
thence along said proposed easterly right of way line the following courses:
South 25 degrees 26 minutes 21 seconds West a distance of 510.16 feet; South 19 degrees 33 minutes 39 seconds East a distance of 28.28 feet;
South 25 degrees 26 minutes 21 seconds West a distance of 88.00 feet; South 70 degrees 26 minutes 21 seconds West a distance of 28.05 feet;
South 25 degrees 32 minutes 54 seconds West a distance of 84.91 feet; South 11 degrees 17 minutes 22 seconds West a distance of 144.79 feet;
South 01 degrees 51 minutes 23 seconds West a distance of 144.79 feet; South 12 degrees 17 minutes 36 seconds East a distance of 310.26 feet;
South 57 degrees 17 minutes 36 seconds East a distance of 14.14 feet; South 12 degrees 17 minutes 36 seconds East a distance of 64.00 feet;
South 32 degrees 42 minutes 24 seconds West a distance of 14.14 feet; South 12 degrees 17 minutes 36 seconds East a distance of 525.25 feet
to the point of intersection of the proposed easterly right of way line of relocated U.S. Highway 71 with the westerly right of way line of existing U.S. Highway 71 (as established by Arkansas Highway and Transportation Department Job 491),
said point being North 85 degrees 24 minutes 10 seconds West a distance of 40.00 feet from the centerline of existing U.S. Highway 71 centerline Station 74+97.82 (as shown on Right of Way Map of Arkansas Highway and Transportation Department Job 9516);
thence along said westerly right of way line of existing U.S. Highway 71 (as established by Arkansas Highway and Transportation Department Job 491), South 04 degrees 35 minutes 50 seconds West a distance of 476.30 feet to the point of intersection of the westerly right of way line of existing U.S. Highway 71 (as established by Arkansas Highway and Transportation Department Job 491), with the proposed westerly right of way line of relocated U.S. Highway 71 said point being North 85 degrees 24 minutes 10 seconds West a distance of 40.00 feet from the centerline of existing U.S. Highway 71 centerline Station 70+21.52 (as shown on Right of Way Map of Arkansas Highway and Transportation Department Job 9516);
thence along said proposed westerly right of way line the following courses:
North 03 degrees 52 minutes 50 seconds West a distance of 169.42 feet;
North 09 degrees 29 minutes 17 seconds West a distance of 73.51 feet;
North 12 degrees 17 minutes 36 seconds West a distance of 231.26 feet
to the POINT OF BEGINNING (P.O.B.), containing 6.42 acres, as surveyed.

SURVEY NOTES:

1) Basis of Bearings:

Arkansas State Plane Coordinate system, north zone.
distances shown on this plat are ground distances.
To convert to grid distance multiply by a CAF of .999908000.

CAF centerpoint: N 619143.362
E 669387.886
Elev: 1251.28

Original state plane coordinates were obtained from GPS observations
on MCE primary survey control points

791, N: 617121.129,
E: 671012.454
Elev: 1238.02 and

#870 N 619143.362
E 669387.886
Elev: 1251.28

2) 1/2 inch diameter iron pins with 2" diameter aluminum caps stamped "AHTD R\W" were
placed at all angle points on the right of way line of relocated U.S. Highway 71.

3) A) At the SW corner of the of Section 33, T 16 N R 30 W,
found an Arkansas Geological Commission aluminum monument.

Corner references:

- 1) N 88° W (mag) 27.57 feet to a 16d nail set in the SE face of a 6" cedar tree.
- 2) East (mag) 27.7 feet to a 16d nail set in the west face of a 20" shagbark hickory tree.
- 3) N 28° W (mag) 32.37 feet to a 16d nail set in the SE face of a 10" oak tree.

B) At the NW corner of Section 4, T 15 N R 30 W found an Arkansas Geological Commission
aluminum monument.

Corner references:

- 1) N 86° W (mag) 15.95 feet to a 16 d nail set in the SE face of a 9" hackberry tree.
- 2) N 45° E (mag) 21.29 feet to a 16d nail set in the SW face of a 13" oak tree.
- 3) S 24° W (mag) 4.20 feet to a 16d nail set in the NE face of a 14" oak tree.

c) At the south Quarter (S 1/4) of Section 33, T 16 N R 30 W, found an Arkansas Geological
Commission aluminum monument with the cap broken off.

Corner references:

- 1) S 30° E (mag) 44.36 feet to a found nail in a power pole.
- 2) N 82° E (mag) 63.61 feet to a found nail in a 10" cedar tree.
- 3) S 78° W (mag) 7.23 feet to a found nail in a power pole.

D) At the North Quarter (N 1/4) of Section 4, T 15 N R 30 W found an Arkansas Geological
Commission aluminum monument.

Corner references:

- 1) N 88° W (mag) 41.50 feet to a found nail in a power pole.
- 2) S 14° W (mag) 32.36 feet to a found nail in a power pole.
- 3) N 85° E (mag) 29.1 feet to a found nail in a 10" cedar tree.

4) Concrete right of way monument was destroyed during construction.
Set iron pin bears N 04° 35'50" E from destroyed concrete right of
way monument.

5) Arkansas State Highway and Transportation Department (AHTD) job plans which were reviewed as part
of this project:
Job 491, Job 9516, Job 9399, Washington County Court Order # 491.

DEED REFERENCES (deed ref):

Deed reference A: Warranty deed document 2009-35547
Deed reference B: Warranty deed document 92-2800
Deed reference C: Warranty deed document 92-7955
Deed reference D: Warranty deed document 92-32137
Deed reference E: Warranty deed document 92-18793
Deed reference F: CIV: 15-6660
Deed reference G: Warranty deed document 92-31668
Deed reference H: warranty deed document 92-4254

Deed reference J: Warranty deed document 92-835
Deed reference K: Warranty deed document 92-835
Deed reference L: Warranty deed document 92-3921
Deed reference M: Warranty deed document 92-13900

Deed reference N: Warranty deed document 92-13900
Deed reference O: Warranty deed document 94-74821
Deed reference P: Warranty deed document 95-31804
Deed reference Q: Warranty deed document 2009-34978



This is to certify to: The City of Fayetteville, Arkansas that
on May 17, 2011 a survey was completed under my supervision
on the above described property.



MCE McCLELLAND
CONSULTING
DESIGNED TO SERVE ENGINEERS, INC.

900 West Markham 1810 N. College
Little Rock, AR 72201 Fayetteville, AR 72702
PH# 501.371.0272 PH# 479.443.2377
Fax # 501.371.9932 Fax # 479.443.9241

NOTE:

The station and offsets shown are
as built and do not reflect the stations
and offsets shown on the Design plans.

STATE PLAT CODE:

500-16N-30W-0-33-300-72-1214
500-15N-30W-0-04-440-72-1214

Property Owner : City of Fayetteville

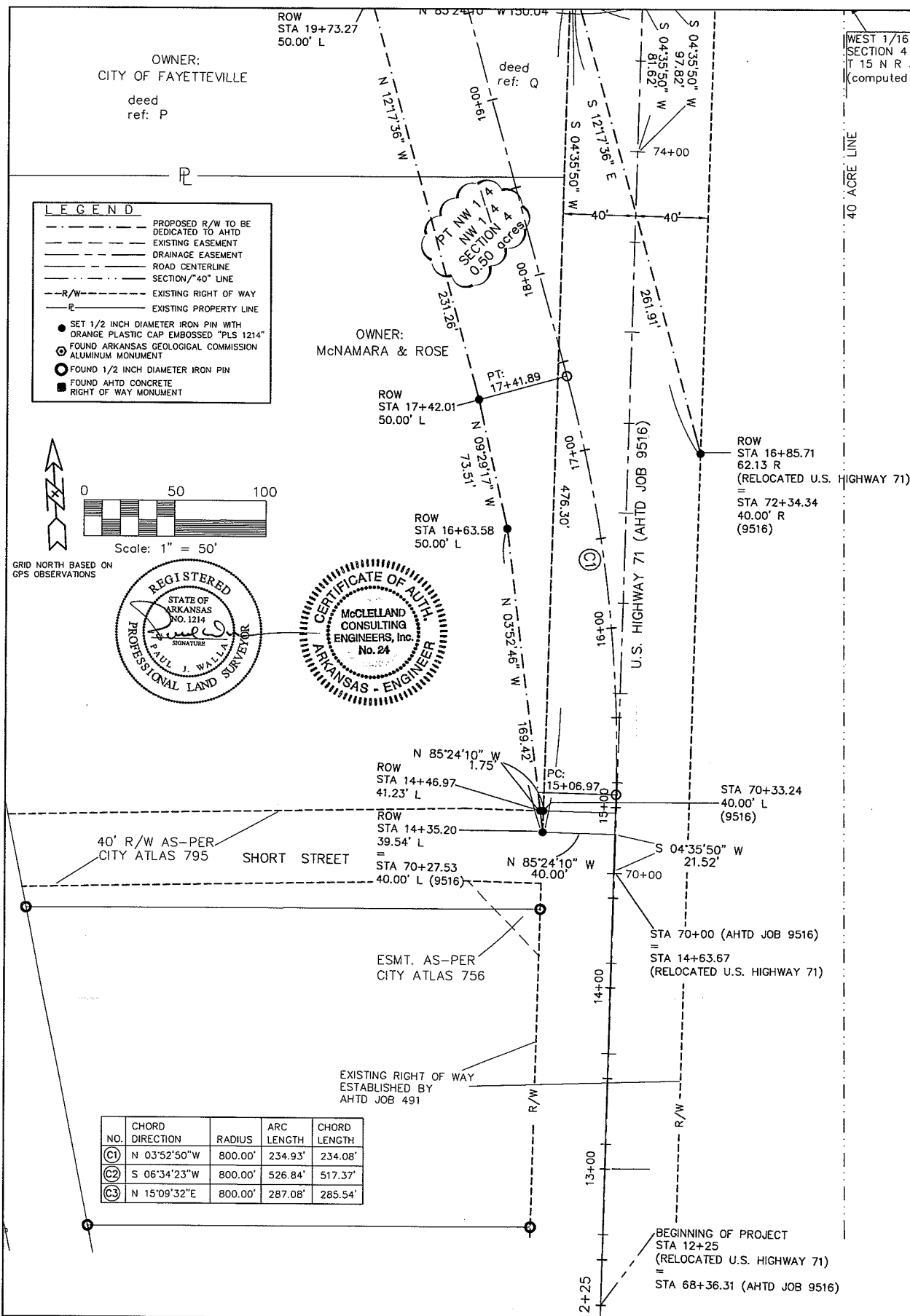
Right of Way Plat of
U.S. Highway 71 Relocate
at Fayetteville Executive Airport

May 2011

Scale :

Project No. 082153

Sheet 3 of 8



MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
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900 West Markham
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PH# 501.371.0272
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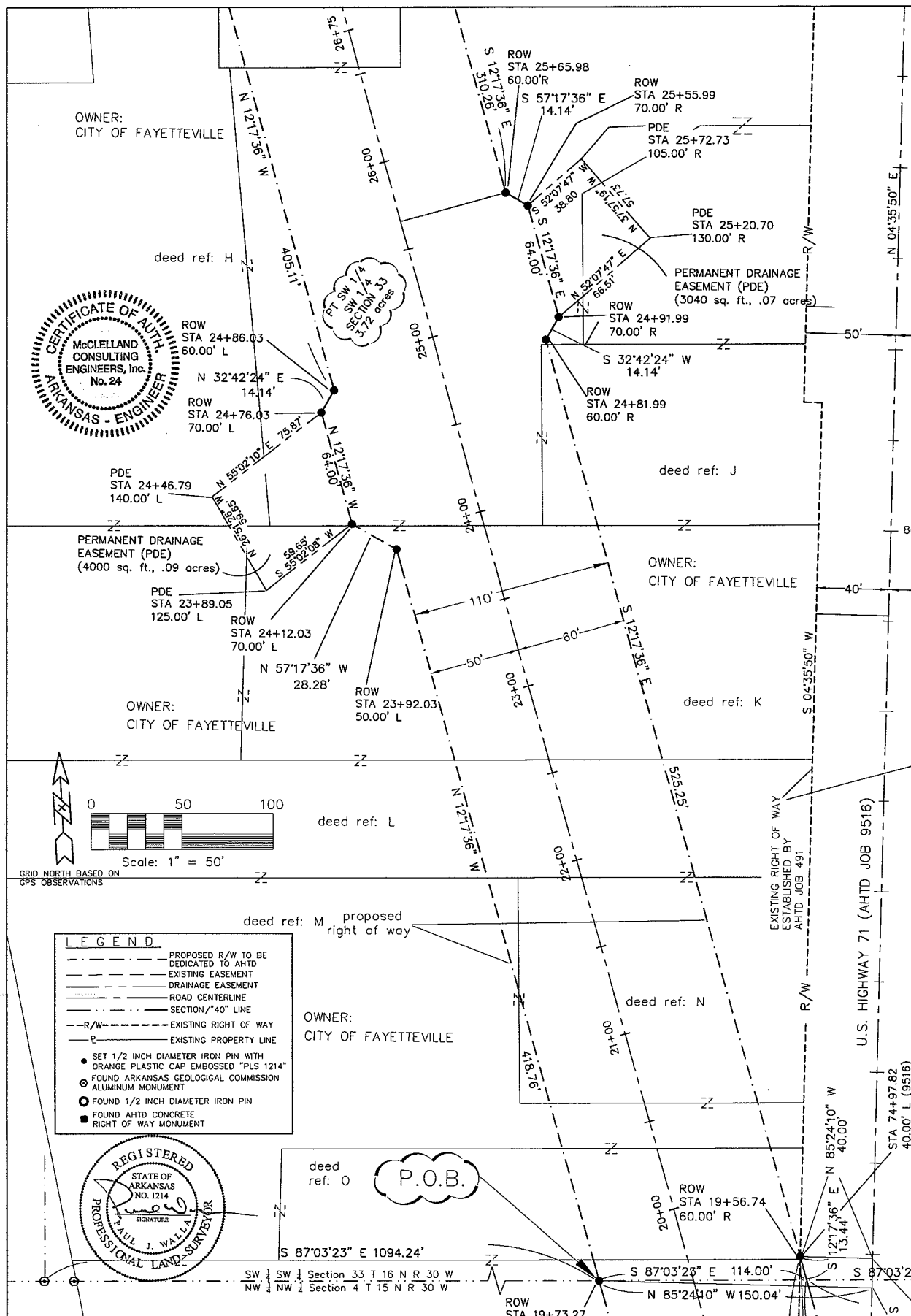
Property Owner : City of Fayetteville
Right of Way Plat of
U.S. Highway 71 Relocate
at Fayetteville Executive Airport

May 2011

Scale : 1" = 50'

Project No. 082153

Sheet 4 of 8



MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

900 West Markham
Little Rock, AR 72201
PH# 501.371.0272
Fax # 501.371.9932

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500-15N-30W-0-04-440-72-1214

Property Owner : City of Fayetteville

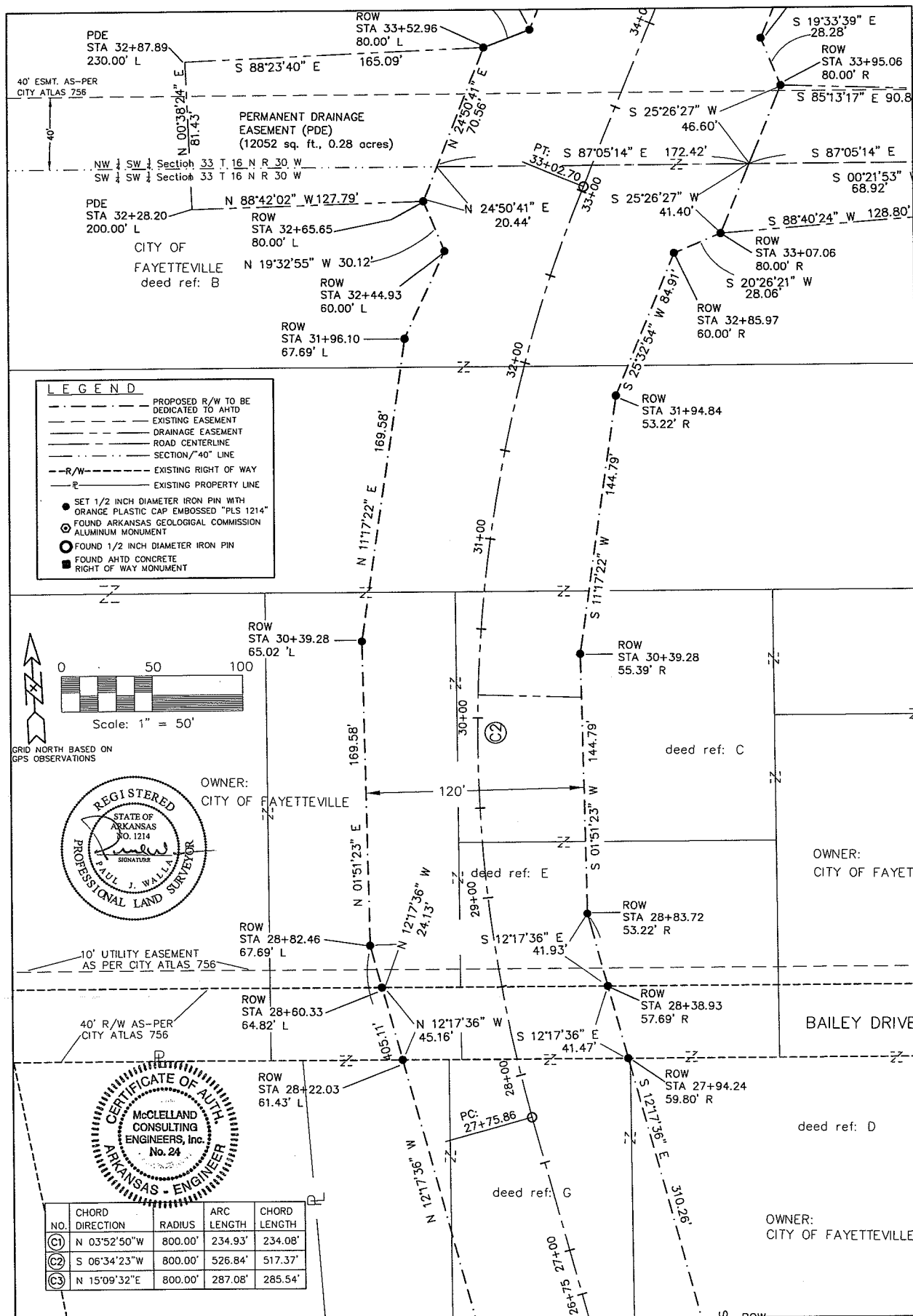
Right of Way Plat of
U.S. Highway 71 Relocate
at Fayetteville Executive Airport

May 2011

Scale : 1" = 50'

Project No. 082153

Sheet 5 of 8

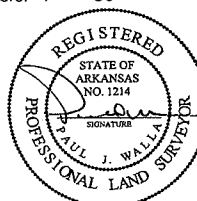
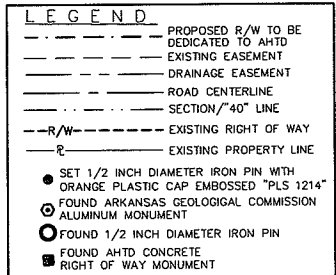


MCE McCLELLAND CONSULTING ENGINEERS, INC.
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900 West Markham
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PH# 501.371.0272
Fax # 501.371.9932

1810 N. College
Fayetteville, AR 72702
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Fax # 479.443.9241

STATE PLAT CODE:
500-16N-30W-0-33-300-72-1214
500-15N-30W-0-04-440-72-1214



OWNER:
STANDARD REGISTER



OWNER:
CITY OF FAYETTEVILLE
deed ref: A

OWNER:
CITY OF FAYETTE

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE

900 West Markham Little Rock, AR 72201 PH# 501.371.0272 Fax # 501.371.9932	1810 N. College Fayetteville, AR 72702 PH# 479.443.2377 Fax # 479.443.9241
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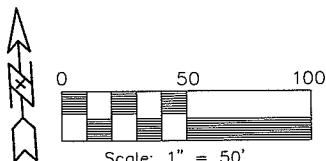
NOTE:
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STATE PLAT CODE:
500-16N-30W-0-33-300-72-1214
500-15N-30W-0-04-440-72-1214

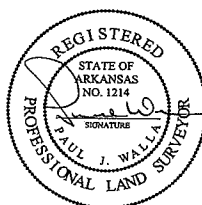
Property Owner : City of Fayetteville
Right of Way Plat of U.S. Highway 71 Relocate at Fayetteville Executive Airport

May 2011	Scale : 1" = 50'
Project No. 082153	Sheet 7 of 8

LEGEND	
---	PROPOSED R/W TO BE DEDICATED TO AHTD
---	EXISTING EASEMENT
---	DRAINAGE EASEMENT
---	ROAD CENTERLINE
---	SECTION/"40" LINE
-R/W-	EXISTING RIGHT OF WAY
-P-	EXISTING PROPERTY LINE
●	SET 1/2 INCH DIAMETER IRON PIN WITH ORANGE PLASTIC CAP EMBOSSED "PLS 1214"
○	FOUND ARKANSAS GEOLOGICAL COMMISSION ALUMINUM MONUMENT
○	FOUND 1/2 INCH DIAMETER IRON PIN
■	FOUND AHTD CONCRETE RIGHT OF WAY MONUMENT



GRID NORTH BASED ON
GPS OBSERVATIONS



ROW
STA 43+33.90
38.72' L
(RELOCATED U.S. HIGHWAY 71)
= STA 98+57.72
40.00 L (9516)

Concrete right of way monument
destroyed during construction.
Set iron pin bears
N 4°35'50" E 6.13 feet
from destroyed concrete right
of way monument.

OWNER:
STANDARD REGISTER



ROW
STA 41+67.88
51.11' L

NO.	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
(C1)	N 03°52'50" W	800.00'	234.93'	234.08'
(C2)	S 06°34'23" W	800.00'	526.84'	517.37'
(C3)	N 15°09'32" E	800.00'	287.08'	285.54'

proposed
right of way

END OF PROJECT
STA 46+95
(U.S. HIGHWAY 71 RELOCATE)
= STA 102+18.62
(9516)

EXISTING RIGHT OF WAY
ESTABLISHED BY
AHTD JOB 491

U.S. HIGHWAY 71 (AHTD JOB 9516)
102+00
101+00
100+00
99+00
98+00
97+00
96+00
95+00

OWNER:
STATE MILITARY DEPT.

OWNER:
KEARNEY NATIONAL

ROW
STA 41+16.37
63.48' R
(RELOCATED U.S. HIGHWAY 71)
= STA 96+25.54
30.00 R (9516)

ROW
STA 41+18.85
73.11' R
(RELOCATED U.S. HIGHWAY 71)
= STA 96+25.54
40.00 R (9516)

NOTE:
The station and offsets shown are
as built and do not reflect the
stations and offsets on the design
plans.

STATE PLAT CODE:
500-16N-30W-0-33-300-72-1214
500-15N-30W-0-04-440-72-1214

Property Owner : City of Fayetteville	
Right of Way Plat of U.S. Highway 71 Relocate at Fayetteville Executive Airport	
May 2011	Scale : 1" = 50'
Project No. 082153	Sheet 8 of 8

MCE McCLELLAND
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City of Fayetteville Staff Review Form

A. 8
McClelland Engineering, Inc.
Task Order No. 6
Page 1 of 10

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

7/19/2011

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux
Submitted By

Aviation
Division

Transportation
Department

Action Required:

Action Required:
a) Approve Task Order #6, McClelland Consulting Engineers Inc., Contact: R. Wayne Jones, P.E., 443-2377; 443-9241 FAX; wjones@mcclelland-engrs.com

\$ 22,830.00
Cost of this request

\$ -
Category / Project Budget

Airport Pavement Rehab & Re-mark
Program Category / Project Name

5550.3960.7820.40
Account Number

\$ -
Funds Used to Date

Airport Capital Exp
Program / Project Category Name

11023 1
Project Number

\$ -
Remaining Balance

Airport
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

[Signature]
Department Director

7/1/11
Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney

7/1/2011
Date

Original Contract Date: _____

Original Contract Number: _____

Paula A. Becker 7-5-2011
Finance and Internal Services Director Date

Received in City Clerk's Office 07-01-11P02:45 RCVD

[Signature] 7-5-11
Chief of Staff Date

Received in Mayor's Office

ENTERED
7/5/11
[Signature]

[Signature] 7/6/11
Mayor Date

Comments: Project to be 100% funded with grants from the DOT/FAA and Arkansas Department of Aeronautics.



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

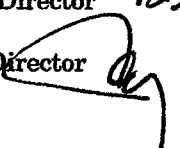
CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director 

FROM: Ray M. Boudreaux, Aviation Director 

DATE: June 20, 2011

SUBJECT: Approval of Task Order No. 6 with McClelland Consulting Engineers for the Airfield Pavement Rehab and Re-striping Project. Signature of the Mayor

RECOMMENDATION: Approve Task Order No. 6 with McClelland Consulting Engineers for the Airfield Pavement Rehab and Re-Striping Project. Signature of the Mayor.

BACKGROUND: This project applies rejuvenation compound to the runway following removal of rubber and deteriorating paint marking and then re-stripes the surface with approved markings and adds newly required runway intersection markings to all taxiway and runway intersections. We submitted application for FAA grant funds, but the FAA has requested an amended application using bid amounts and not engineering estimates. This Task Order engages MCE to prepare bid documents and evaluate the bids and provide construction oversight should the project receive FAA approval.

BUDGET IMPACT: This project will be funded with Grant proceeds from FAA and State Aeronautics if the grant is approved.

Attachments: Staff Review
Task Order No. 6

RESOLUTION NO. _____

A RESOLUTION TO APPROVE TASK ORDER NO. 6 FOR ENGINEERING WORK BY MCCLELLAND ENGINEERING, INC. RELATED TO THE AIRFIELD PAVEMENT REHABILITATION AND RE-STRIPING PROJECT IN THE APPROXIMATE AMOUNT OF \$22,830.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the Airfield Pavement Rehabilitation and Re-Striping Project in the approximate amount of \$22,830.00, and authorizes Mayor Jordan to sign Task Order No. 6 (attached).

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 8 V11.0415
McClelland Engineering, Inc.

June 29, 2011

Mr. Ray Boudreaux
Airport Director,
Fayetteville Executive Airport
4500 S. School Suite F
Fayetteville, AR 72701

RECEIVED

JUN 29 2011

AIRPORT

Re: Task Order No 6
Airfield Pavement Rehab & Striping
Fayetteville Executive Airport

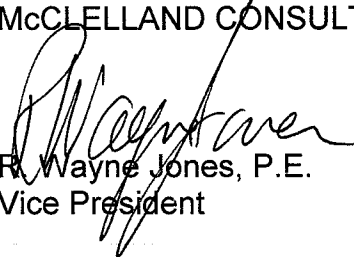
Dear Mr. Boudreaux:

In response to your request, please find three (3) copies of Task Order No 6 for the Airfield Pavement Rehab & Striping Project.

Please advise if you need further information regarding this Task Order.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.



R. Wayne Jones, P.E.
Vice President

Enclosure: Task Order No 6 (3 copies)

**TASK ORDER NO. 6
AIRFIELD PAVEMENT REHABILITATION & RE-STRIPING**

**STATE OF ARKANSAS
COUNTY OF WASHINGTON**

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on May 5, 2009. The referenced basic agreement pertains to proposed improvements to Drake Field, Fayetteville Executive Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville and McClelland Consulting Engineers (MCE), sets forth the project description, project schedule, and engineering fees related to the preparation of an Airfield Runway & Taxiway Pavement Rehabilitation & Re-Stripping at Drake Field.

SECTION I - PROJECT DESCRIPTION

The overall project is to consist of the rehabilitation and re-striping of the Airfield Pavement including, Rubber Removal, Airfield Striping Removal, Asphalt Pavement Rejuvenation and re-striping of the Runway and Taxiways. The services to be performed include: Detailed Plans and Specifications, Bidding Services and Construction Administration/Construction Observation Services.

SECTION II - PROJECT SCHEDULE

From the time the City of Fayetteville issues the Notice To Proceed (NTP), McClelland Consulting Engineers, Inc. will endeavor to execute the project within the following time periods:

<u>Task</u>	<u>Completion After NTP</u>
A. Prepare Airfield Pavement Striping Plan and Specifications	20 calendar days

SECTION III - SCOPE OF SERVICES

McClelland Consulting Engineers, Inc. shall, generally, provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, the project is likely to include:

- A. Prepare the Airfield Striping Plan, specifications, and Bid Documents.
- B. Prepare Bidding Document and recommendations for award of construction contract.
- C. Construction Administration and Inspection.
- D. Providing three sets of "Record Drawings".

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to McClelland Consulting Engineers, Inc. as compensation for his services:

A. Detailed Airfield Striping Plans and Specifications	lump sum of	\$ 9,830.00
B. Bidding Service	lump sum of	\$ 2,500.00
C. Construction, Administration & Inspection	hourly rates estimated to be	\$10,500.00

Appendix A presents hourly rates for personnel anticipated to be assigned to this project by McClelland Consulting Engineers, Inc.

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE:

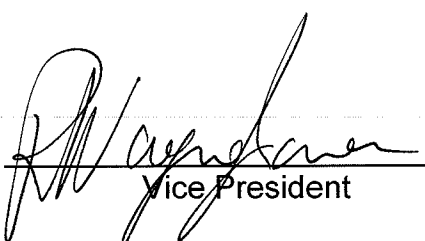
By: _____
Mayor

Attest: _____

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: 
President

Attest: 
Vice President

Date: 6/29/11

APPENDIX A
TASK ORDER NO. 6
Hourly Rates for Personnel
Fayetteville Executive Airport

<u>CATEGORY</u> <u>HOURLY</u>	<u>BILLABLE</u> <u>RATE RANGE</u>
Principal Engineer	\$ 155
Sr. Project Manager	\$ 143
Project Engineer	\$ 135
Project Engineer IV	\$ 127
Project Engineer III	\$ 115
Project Engineer II	\$105
Project Engineer I	\$ 85
Registered Land Surveyor	\$ 104
Survey (2 man or 1-man Robotic) Crew	\$ 143
Survey Technician	\$ 80
Engineering Technician/Observer IV	\$ 90
Engineering Technician/Observer III	\$ 84
Engineering Technician/Observer II	\$ 65
Engineering Technician/Observer I	\$ 55
Survey (2 man or 1-man Robotic) Crew	\$ 143
Chief Draftsman	\$ 73
Draftsman II	\$ 60
Draftsman I	\$ 50
Soils Lab Supervisor	\$ 60
Soils Technician II	\$ 45
Soils Technician I	\$ 42
Clerical Support	\$ 50
Mileage	\$ 0.50

City of Fayetteville Staff Review Form

A. 9
 Bid #11-41 Donnie Sams
 Page 1 of 12

City Council Agenda Items
 and
 Contracts, Leases or Agreements

July 19, 2011

City Council Meeting Date
 Agenda Items Only

Ray Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: Request approval of the Airport Hay Field Lease with Donnie Sams, 238 Doke St., West Fork, AR 72774, ph. 479-839-2915, with signatures of the Mayor and City Clerk. Lease awarded by City Bid 11-41 on June 15, 2011

Cost of this request

5550.0955.4457.00

Account Number

Project Number

\$

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Ground Lease

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Ray Boudreaux
 Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Kim G. Sams
 City Attorney

Date

Paul A. Becker
 Finance and Internal Services Director

Date

Received in City Clerk's Office 06-30-11 P04:21 RCVD

Kim G. Sams
 Chief of Staff

Date

Received in Mayor's Office

Donnie Sams
 Mayor

Date



Comments:



www.accessfayetteville.org

TO: LIONELD JORDON, MAYOR
THRU: DON MARR, CHIEF OF STAFF
THRU: CONTRACT REVIEW COMMITTEE
THRU: TERRY GULLEY, TRANSPORTATION SERVICES DEPT. DIRECTOR *TG*
FROM: RAY BOUDREAUX, AVIATION DIRECTOR 
DATE: JUNE 24, 2011
SUBJECT: AIRPORT HAY FIELD LEASE AGREEMENT
(Donnie Sams)

RECOMMENDATION: Approve with the Mayor and City Clerk's signatures the Airport Hay Field Lease Agreement with Donnie Sams, 238 Doke St., West Fork, AR 72774, ph. 479-839-2915.

BACKGROUND: The Airport has established certain areas of the Airport to be leased for hay removable. The Lease explains the regulations for removing hay, care of the fence rows, fertilizing, no livestock, and no hunting.

DISCUSSION: The Hay Field Lease was bid out through the City of Fayetteville as Bid 11-41, and Mr. Sams was awarded the bid on June 15, 2011.

BUDGET IMPACT: Lease is for five years for a total sum of \$12,805.00, to be paid in annual amounts of \$2,561.00.

Attached: Two Hay Field Leases
City of Fayetteville Bid 11-41

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #11-41 AND APPROVING A FIVE (5) YEAR AIRPORT HAY FIELD LEASE WITH DONNIE SAMS OF WEST FORK, ARKANSAS IN THE TOTAL RENTAL AMOUNT OF \$12,805.00

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 awards Bid #11-41 and approves a five (5) year airport hay field lease with Donnie Sams of West Fork, Arkansas in the total rental amount of \$12,805.00.

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
Bid 11-41, Hay Field Lease – Airport Property Re-Bid
Lease Agreement

This **Agreement** executed this _____ day of June, 2011, between the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called "Fayetteville" and Donnie Sams of 238 Doke St, West Fork, AR, 72774 479-839-2915, hereinafter called "Donnie Sams".

1. **Premises.** Fayetteville hereby leases to Donnie Sams, and Donnie Sams hereby leases from Fayetteville, the following described property situated in Washington County, Arkansas:

Approximately 90 acres, more or less, or that portion of the Drake Field / Fayetteville Municipal Airport property marked on the map entitled, "Exhibit A", attached hereto and made a part hereof.

2. **Term.** This Lease shall be for a term of five (5) years commencing on the 15th day of June, 2011 and ending on the 14th day of June, 2016.
3. **Consideration.** In consideration of Fayetteville leasing the above described property to Donnie Sams for the aforesaid term, Donnie Sams agrees to pay Fayetteville a total sum of \$ 12,805.00 dollars, payable as follows: Upon execution of this agreement, Donnie Sams shall pay Fayetteville \$ 2561.00 dollars annually, on or **before the** 1st day of July of this year and each succeeding year while this lease is in effect.
4. **Airport Minimum Standards** The document titled *The Minimum Standards for Fayetteville Municipal Airport Drake Field* is hereby attached in its entirety and made part of this agreement.
5. **Conditions.** This lease shall be subject to the following conditions:
 - a. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hayfield(s) on Exhibit A.
 - b. Donnie Sams agrees that livestock shall not be permitted to enter upon any land at Fayetteville Municipal Airport-Drake Field.
 - c. Donnie Sams shall keep and maintain the property covered by this lease in a good condition; that he/she will keep all fence rows and drains free and clear of weeds, underbrush and obstructions at all times.
 - d. Donnie Sams shall fertilize said lands annually. Additionally, Donnie Sams shall administer the fertilizer in accordance with the Airport's nutrient reduction plan.

- e. Donnie Sams shall brush-hog or otherwise keep the brush cut annually from all areas not mowed for hay.
- f. Donnie Sams shall not erect any structures of any nature whatsoever on said property including additional fences or gates without explicit written permission from the Airport Manager.
- g. Donnie Sams shall not permit any public nuisance to exist on said lands.
- h. Donnie Sams shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from said above described lands any tree, soil, rock, or minerals of any kind whatsoever, except for hay. Furthermore, Donnie Sams specifically agrees that he/she will not hunt, or allow hunting by any person or persons on said property.
- i. Donnie Sams agrees that Fayetteville, or its agents, shall have the right at all times to enter upon said property for the purposes of inspecting same.
- j. Fayetteville shall have the right of granting easements for any purpose on, over, and across said property.
- k. Fayetteville shall have the right to enter upon said land for the purpose of constructing and/or maintaining anything that Fayetteville in its own judgment may require without the necessity to notify, or of having to pay any compensation to the Donnie Sams as damages by reason of the exercise of any of these rights and privileges.
- l. Donnie Sams agrees to procure liability insurance as specified in *The Minimum Standards for Fayetteville Municipal Airport Drake Field*. Donnie Sams agrees to submit annually a valid Certificate of Liability Insurance.
- m. ~~Donnie Sams hereby agrees to hold harmless and indemnify Fayetteville from any and all claims or damages occasioned by or arising from Donnie Sams's activities upon the above described property.~~
- n. Donnie Sams shall not assign this Lease or sublet any part of the above described property without first obtaining the written consent of Fayetteville.
- o. This Agreement may be terminated by either party upon sixty (60) days written notice of termination to the other party.
- p. Notice as provided for herein shall be sufficient if sent by Certified Mail, postage prepaid,

addressed as follows:

Notice to Fayetteville:
Fayetteville Municipal Airport
Aviation and Economic Development Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
479-718-7642

Notice to Donnie Sams:
Donnie Sams

6. **Standard Federally Required Conditions.** Under no circumstances is this lease an exclusive right to provide this service. Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. Donnie Sams shall furnish services on a fair, equal and not unjustly discriminatory basis to all users of the service provided.

XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: DONNIE SAMS

LIONELD JORDAN, Mayor

Printed Name & Title

ATTEST:

ATTEST:

Company Secretary/Witness

Sondra Smith, City Clerk

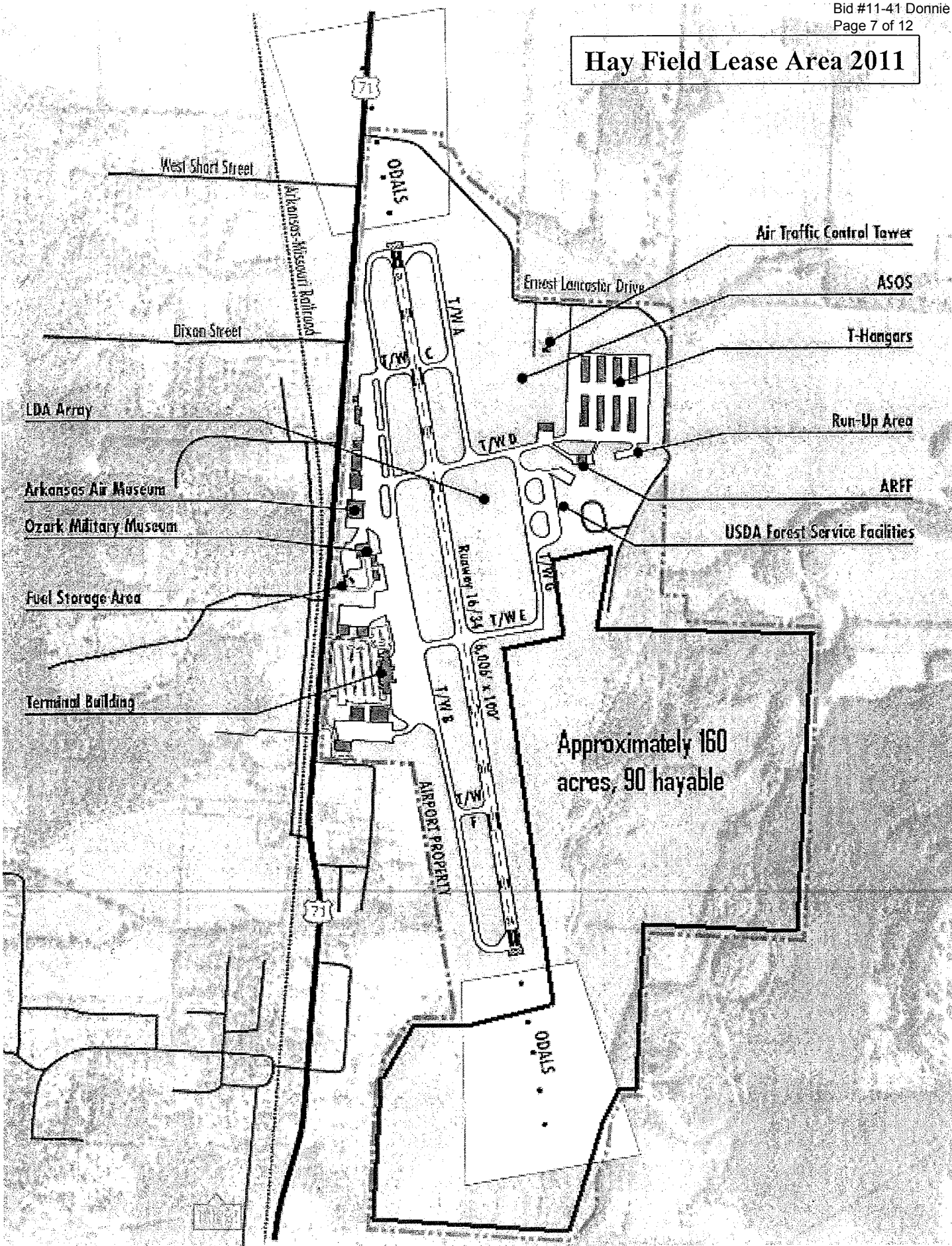
Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____

Hay Field Lease Area 2011





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 11-41, Hay Field Lease – Airport Property Re-Bid
DEADLINE: Wednesday, June 15, 2011 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: Thursday, May 26, 2011

INVITATION TO BID **Bid 11-41, Hay Field Lease – Airport Property Re-Bid**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 11-41, Hay Field Lease – Airport Property 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.

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

Name of Firm: DONNIE SAMS

Contact Person: DONNIE SAMS Title: OWNER

E-Mail: joboyd1983@yahoo.com Phone: 479-839-2915

Business Address: 238 DOKE ST

City: WEST FORK State: AR Zip: 72774

Signature: Donnie Sams Date: 6-13-11

City of Fayetteville
Bid 11-41, Hay Field Lease – Airport Property Re-Bid
Bid Form

EXECUTION OF BID - Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in these documents, including specifications, terms, standard conditions, and any pertinent information regarding the land being leased.

Bids must be submitted on this bid form in its entirety.

Bidder acknowledges that price bid is for lease on the entire 90 acres m/l and bids shall not be accepted for partial acreage.

This Lease shall be for a term of five (5) years commencing on the signed date in 2011 and ending in 2016.

Bidder Information:		
* NAME OF COMPANY/INDIVIDUAL: <u>DONNIE SAMs</u>		
*CONTACT NAME: <u>DONNIE SAMs</u>	*TITLE: <u>OWNER</u>	
*BUSINESS ADDRESS: <u>238 DOKE ST</u>		
*CITY: <u>WEST FORK</u>	*STATE: <u>AR</u>	*ZIP: <u>72774</u>
*PHONE: <u>479-839-2915</u>	FAX: _____	
*E-MAIL ADDRESS: <u>jboayd1983@yahoo.com</u>		

Total Annual Bid Amount (in US Dollars)
Total Annual Bid Amount: <u>\$ 2561.⁰⁰</u> PER YEAR
*Price includes annual payment for entire hay field lease area, as designated in these documents.

City of Fayetteville
Bid 11-41, Hay Field Lease – Airport Property Re-Bid
Debarment Certification Form – **SUBMIT THIS FORM WITH ALL BIDS**

As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

1. Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: DONNIE SAMs

COMPANY: DONNIE SAMs

PHYSICAL ADDRESS: 238 Doke ST WEST FORK AR 72774

MAILING ADDRESS: 238 Doke ST WEST FORK AR 72774

PHONE: 479-839-2915 FAX: _____

EMAIL: jebayd1983@yahoo.com

SIGNATURE: Donnie Sams

DATE: 6-13-11

NOTICE:

CAUSE: Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

TREATMENT: Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

City of Fayetteville
Bid 11-41, Hay Field Lease – Airport Property 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.

 DONNIE SAMs
Printed Name

 Donnie Sams
Signature

 6-13-11
Date

City of Fayetteville
Bid 11-41, Hay Field Lease – Airport Property Re-Bid
Statement of No Bid – If Applicable

In order to assist the Purchasing Division of Fayetteville in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or e-mail. By submitting this form, it will assist us in evaluating all response, improving our bid solicitation process, and to maintain a positive relationship with our vendors.

We, the undersigned, have declined to bid for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the Invitation to Bid
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY : (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____ *DATE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

NATIVE AMERICAN INDIAN (Cherokee)

*Please note: We appreciate your feedback on this form and are very interested in your reason for not bidding. Please do not hesitate to contact us at 479-575-8220 if you have questions, comments, or concerns regarding these bid documents.

City of Fayetteville Staff Review Form

A. 10
RFP #11-07 Soccer Uniforms
Page 1 of 20

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

7/19/2011

City Council Meeting Date
Agenda Items Only

Chase Gipson

Submitted By

Parks and Recreation

Division

Parks and Recreation

Department

Action Required:

Resolution to award RFP #11-07 to _____ for the purchase of youth soccer uniforms in the amount of \$ _____ for the Fall 2011 and Spring 2012 season, with option for autorenewal for Fall 2012 and Spring 2013.

_____	\$ 52,268.00	Tournament Supplies and Awards
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.5220.5200.05	\$ 22,812.26	Recreation Admin
Account Number	Funds Used to Date	Program / Project Category Name
N/A	\$ 29,455.74	General
Project Number	Remaining Balance	Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Connie Edmonston
Department Director

6-30-11
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

City Attorney

7-1-2011
Date

Original Contract Number: _____

Paul A. Berlin
Finance and Internal Services Director

7-5-2011
Date

Received in City
Clerk's Office

07-01-11P02:00 RCVD

Kim G.

Chief of Staff

7-5-11
Date

Received in
Mayor's Office

ENTERED
7/11/11
[Signature]

Mayor

7/5/11
Date

Comments:

Note attached to RFP # 11-07:

The selection committee meeting will be held on July 7 at 10am. After the meeting, Parks staff will fill in the Company information and amounts that are currently left blank on all of this material. This was done so the item could be on the July 19 agenda, as approved by Don Marr per Connie Edmonston's request.

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council
Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *CE*
From: Chase Gipson, Recreation Superintendent
Date: June 30, 2011
Subject: **Resolution to approve a purchase of youth soccer uniforms from _____ in the amount of \$ _____ for the Fall 2011 Season and the Spring 2012 Season.**

RECOMMENDATION

Parks and Recreation Staff recommends City Council award RFP # 11-07 to _____ for \$ _____ for the Fall 2011 and Spring 2012 Season, with option for autorenewal for Fall 2012 and Spring 2013. The amount for the Spring Season depends on the number of children who enroll in the program. Allowing an amount for the Spring Season enables the children who register to play only in the Spring Season to have the same uniform design as the children who play in the Fall Season.

BACKGROUND

One of the fastest growing recreation programs in America is youth soccer. Fayetteville Parks and Recreation's Soccer Program is no exception. This past fall and spring, approximately 1,646 different kids participated in Fayetteville's soccer program, with 1,386 playing in the fall and an additional 260 new participants in the spring. Fayetteville has one of the three largest recreational youth soccer programs in Arkansas.

DISCUSSION

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

An RFP was released asking companies to submit possible uniforms for our program to use. The selection committee consisted of

_____ companies submitted a proposal for the uniform purchase ranging in price from _____ per uniform set. The committee chose the _____ due to its high quality and durability at a low cost of \$ _____.

BUDGET IMPACT

Agenda Item Number

The 2011 Operational Budget includes \$_____ for the purchase of Soccer Uniforms. This purchase will include an approximate total payment of \$_____ for Fall 2011 and Spring 2012. These expense figures depend on the amount of participants who register to play.

Attachments:

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AND AWARD REQUEST FOR PROPOSAL #11-07 TO _____ IN THE AMOUNT OF ABOUT \$_____ FOR ABOUT 1,800 YOUTH SOCCER UNIFORMS FOR THE 2011-2012 SEASON

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and awards the selection of _____ pursuant to its Request for Proposal #11-07 to provide approximately 1,800 Fayetteville Youth Soccer uniforms for the 2011-2012 season in the amount of about \$_____ (depending on the number of uniforms ordered).

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 11-07, Soccer Uniforms

DEADLINE: Wednesday, July 06, 2011 at 2:00:00 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: Friday, June 17, 2011

REQUEST FOR PROPOSAL **RFP 11-07, Soccer Uniforms**

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 11-07, Soccer Uniforms" with the name and address of the Proposer.

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

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 11-07, Soccer Uniforms
Proposal Information Form

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

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

Please Print or Type
Company Name:

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Email: _____

Web Site: _____

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

**PROPOSALS MAY NOT BE FAXED DIRECTLY TO THE CITY OF FAYETTEVILLE
IN RESPONSE TO THIS REQUEST FOR PROPOSAL.**

PROPOSAL MUST BE SIGNED IN INK OR IT WILL NOT BE CONSIDERED.

1.) Price Per Uniform (includes shirt, shorts & socks) : \$ _____ (NOT INCLUDING TAX)

Note: An estimate of 1,800 per fall/spring combined season for a total of approximately 3,600 uniforms if the City renews the purchase for the second term.

2.) Processing time from City order to shipment of items: _____ **Calendar** Days

3.) **Do you want your samples returned? YES NO (circle one)

**If yes, City will send via FedEx and charge Proposer's FedEx number: _____

4.) Price will increase _____ % Per uniform for term 2 of this purchase (Fall 2012, Spring 2013)

Name (Type or Print): _____ Title: _____

*Signature: _____ Date: _____

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

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

Acknowledge Addendum No. _____ Dated: _____

City of Fayetteville
RFP 11-07, Soccer Uniforms
Terms and Conditions

1. **SUBMISSION OF PROPOSAL:**

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Proposal should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit two (2) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees.
- f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers should have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- l. Local time shall be defined as 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.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to The City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written

notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. 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.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

19. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its Proposer to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

20. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the Proposer even if the hourly work actually performed by the Proposer would not justify such fee. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

21. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. 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 items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

22. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such 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. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

23. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

24. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

25. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

26. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

27. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

28. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

29. OTHER GENERAL CONDITIONS:

- a) Proposer is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each Proposer should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Proposers must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- e) The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) 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.
- i) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- j) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone

(479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- k) "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."
- l) At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit an "Authorized Negotiator Form"** containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- m) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- n) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- o) The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- p) The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
- q) **Samples will not be returned to the Proposer unless Proposer pays for shipping to return samples AND notes such on the "Proposal Information Form". In order for the City to return samples, Proposer shall provide FedEx billing account number. In the event Proposer does not provide FedEx billing information OR pick up uniform samples within thirty (30) days of RFP deadline, the samples become the property of the City of Fayetteville.**
- r) **Proposer shall submit a sample for EACH uniform design proposed. For example, if a vendor is proposing three (3) different design options, three (3) full uniform samples shall be submitted with each design, including jersey, shorts, & socks.**

City of Fayetteville
RFP 11-07, Soccer Uniforms
Project Information & Specific Conditions

The City of Fayetteville is now accepting proposals for the purchase of uniforms for the 2011 – 2012 Youth Soccer Season. Proposals shall include prices for adult and youth soccer uniforms. Approximately **1,800** uniforms will be ordered for the duration of a soccer year. Uniforms should include **shirt, shorts and socks and have a wide variety of color choices**. The bids will be evaluated using the City's Professional Services Selection Policy, PUR-13. In evaluating the qualifications of each proposal, a review committee will consider the following criteria with the assigned point values that total 100 percent. Evaluation factors outlined shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful bidder. While the City of Fayetteville reserves the right to interview any or all Proposers, award of a purchase may be made without discussion with bidder after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

To be considered, written proposals shall be received by **Wednesday, July 06, 2011 before 2:00:00 PM**, in the format set fourth in the accompanying documents. A non-responsive or incomplete proposal will not be considered. **Please note that a complete, responsive proposal is one that includes samples.** Proposals received after this deadline will not be considered. Proposals should be hand delivered or mailed to the following address:

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

The outside of the envelope must be clearly marked "RFP 11-07, Soccer Uniforms".

1. Approximately **1,800** uniforms will be ordered for the duration of a soccer year. Uniforms should include **shirt, shorts and socks and have a wide variety of color choices**.
2. The City of Fayetteville reserves the right to deviate from estimated quantities.
3. **All pricing shall include numbering on the back of the uniforms before shipment.** Numbering will be limited at two numbers per jersey. Numbering shall be available in several colors to match uniforms accordingly and be a minimum of 7 inches in height.
4. Proposals should include shipping requirements and order processing time between when the City of Fayetteville places the order and receives the order.
5. This initial contract is for the Fall 2011 and Spring 2012 soccer season. Upon mutual agreement of both parties, the contract may be renewed for one more season, to include Fall 2012 and Spring 2013 subject to budget and Fayetteville City Council approval.
6. The City desires to contract with vendors that consider and demonstrate sustainable practices as a priority. Proposers are encouraged to explain their sustainable practices in their response.
7. This RFP will be awarded using the following evaluation criteria:

1. Qualifications

20%

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

2. Experience, Competence & Capacity for Performance 25%

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

3. Proposed Work Method 25%

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

4. Past Performance 20%

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

5. Price 10%

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

City of Fayetteville
RFP 11-07, Soccer Uniforms
Vendor References

The following information is required from all Proposers so all proposals may be reviewed and properly evaluated

COMPANY NAME: _____

BUSINESS ADDRESS: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST THREE (3) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFP 11-07, Soccer Uniforms
Statement of Disclosure – To Be Submitted With ALL Proposals

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

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

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

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

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain)

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

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

Printed Name

Signature

Date

City of Fayetteville
RFP 11-07, Soccer Uniforms
Debarment Certification Form – **PLEASE SUBMIT WITH ALL PROPOSALS**

As A PROPOSER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

NOTICE:

CAUSE: Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

TREATMENT: Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

City of Fayetteville
RFP 11-07, Soccer Uniforms
Statement of No Bid – Please submit if applicable

In order to assist the Purchasing Division of Fayetteville in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or e-mail. By submitting this form, it will assist us in evaluating all response, improving our bid solicitation process, and to maintain a positive relationship with our vendors.

We, the undersigned, have declined to bid for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the Invitation to Bid
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY : (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____ *DATE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

*Please note: We appreciate your feedback on this form and are very interested in your reason for not bidding. Please do not hesitate to contact us at 479-575-8220 if you have questions, comments, or concerns regarding these bid documents.

City of Fayetteville Staff Review Form

B. 1
RZN 11-3806 (South of Zion Road
and East of Taliesin Lane/Woodbury)
Page 1 of 26

City Council Agenda Items
and
Contracts, Leases or Agreements

²¹
6/7/2011

City Council Meeting Date
Agenda Items Only

Dara Sanders
Submitted By

Planning
Division

Development Services
Department

Action Required:

RZN 11-3806: (South of Zion Road and East of Taliesin Lane/Woodbury, 137): Submitted by The City of Fayetteville for property located south of Zion Road and east of Taliesin Lane. The property is zoned R-PZD, Residential Planned Zoning District 06-2190 and contains approximately 11.66 acres. The request is to revoke the PZD pursuant to 166.06(C) and rezone a portion of the subject property to NC, Neighborhood Conservation.

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

06/17/2011
Date

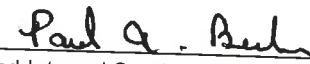
Previous Ordinance or Resolution #


City Attorney

5-20-2011
Date

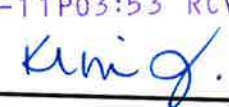
Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

5-20-2011
Date

Received in City Clerk's Office 06/19/11 P03:53 RCVD




Chief of Staff

5-23-11
Date

Received in Mayor's Office

ENTERED
5/20/11
PA

Comments:

Tabbed at the 7/5/11 CC mtg to the 7/19/11 CC mtg.
left on the Second Reading at the 6/21/11 CC mtg.

Revised January 18, 2009

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Dara Sanders, Current Planner

Date: May 11, 2011

Subject: RZN 11-3806 (Woodbury)

RECOMMENDATION

Planning Commission and staff recommend approval of an ordinance to rezone the undeveloped portion of the Woodbury project boundary containing approximately 9.26 acres from R-PZD 06-2190 to NC, Neighborhood Conservation.

BACKGROUND

The Woodbury project boundary consists of 11.66 acres located on the south side of Zion Road, approximately 0.3 miles west of Crossover Road.

In 2006, the Planning Commission and City Council approved the Woodbury Residential Planned Zoning District on the subject property (R-PZD 05-1635). The property was originally zoned R-A, Residential Agricultural. The R-PZD zoning permitted three planning areas:

Planning Area 1 - 67 single family dwellings surrounding a common area at a density of approximately 8.5 units/acre

Planning Area 2 - 45 multi-family dwellings in two buildings at a density of approximately 17 units/acre adjacent to Zion Road

Planning Area 3 - Common area in a central location with a clubhouse, pool, and greenspace

The applicant proposed to develop all roads and infrastructure in approximately eight to twelve months from City Council approval and to construct the residences in groupings in response to market demands, with a full build-out within three years of approval. Construction permits for the project were obtained to install the primary internal and the perimeter private streets, the clubhouse and pool, and 16 of the single-family dwellings. However, construction permits for the remaining seven internal private streets and dwelling units were not obtained and the R-PZD approval has expired.

While the original PZD remains intact for regulation of the existing dwellings within the Woodbury neighborhood, the remaining undeveloped property, approximately 9.26 acres, is unable to be developed or subdivided until the old PZD zoning is revoked and a new, valid zoning district is assigned. In an effort to establish a valid zoning district on the subject property the City Planning Division has initiated the PZD revocation process following the requirements Fayetteville Unified Development Code Chapter 166.06(C). An initial letter was sent to the property owners on October 21, 2010 notifying them of the expired PZD, discussing options for establishing a valid zoning district, and the intent of the City to revoke the PZD and rezone the property if the owners did not initiate a rezoning. On April 7, 2010 the City Planning Division sent an official PZD revocation letter to the property owner via certified mail

notifying them that the City Planning Division was proposing to revoke the PZD and rezone the property to NC, Neighborhood Conservation.

Staff finds that the NC zoning district is consistent with the Future Land Use designation of Residential Area on the property and the existing and surrounding land uses and infrastructure. This site is located in an area with a range of uses and residential densities. While the NC district would not allow for the multi-family apartment buildings to be constructed adjacent to Zion Road, the current or future property owner could request conditional use approval to construct three-family dwellings or to submit a separate request to rezone this portion of the property to some other zoning district that would allow for the multi-family dwellings by right.

DISCUSSION

On May 9, 2011 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 6-2-0. Commissioners Hoskins and Honchell voted "no", with Commissioner Hoskins stating on the record a preference that the property revert back to the original R-A, Residential Agricultural zoning district.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REVOKING R-PZD 06-2190 (WOODBURY) REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 11-3806, FOR APPROXIMATELY 9.26 ACRES, LOCATED SOUTH OF ZION ROAD AND EAST OF TALIESIN LANE, FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 06-2190, TO NC, NEIGHBORHOOD CONSERVATION.

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

Section 1: That a portion of the property as described herein zoned R-PZD 06-2190 (Woodbury) is hereby revoked because the developer failed to obtain development permits in accordance with the approved phased development schedule.

Section 2: That the zone classification of the following described property is hereby changed as follows:

From R-PZD, Residential Planned Zoning District 06-2190 to NC, Neighborhood Conservation, as shown on Exhibit "A" attached hereto and made a part hereof.

Section 3: That the property identified in Exhibit "B" attached hereto shall retain its zoning designation of R-PZD 06-2190 (Woodbury), will all of the zoning and development rights and regulations prescribed therein.

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

PASSED and APPROVED this day of , 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

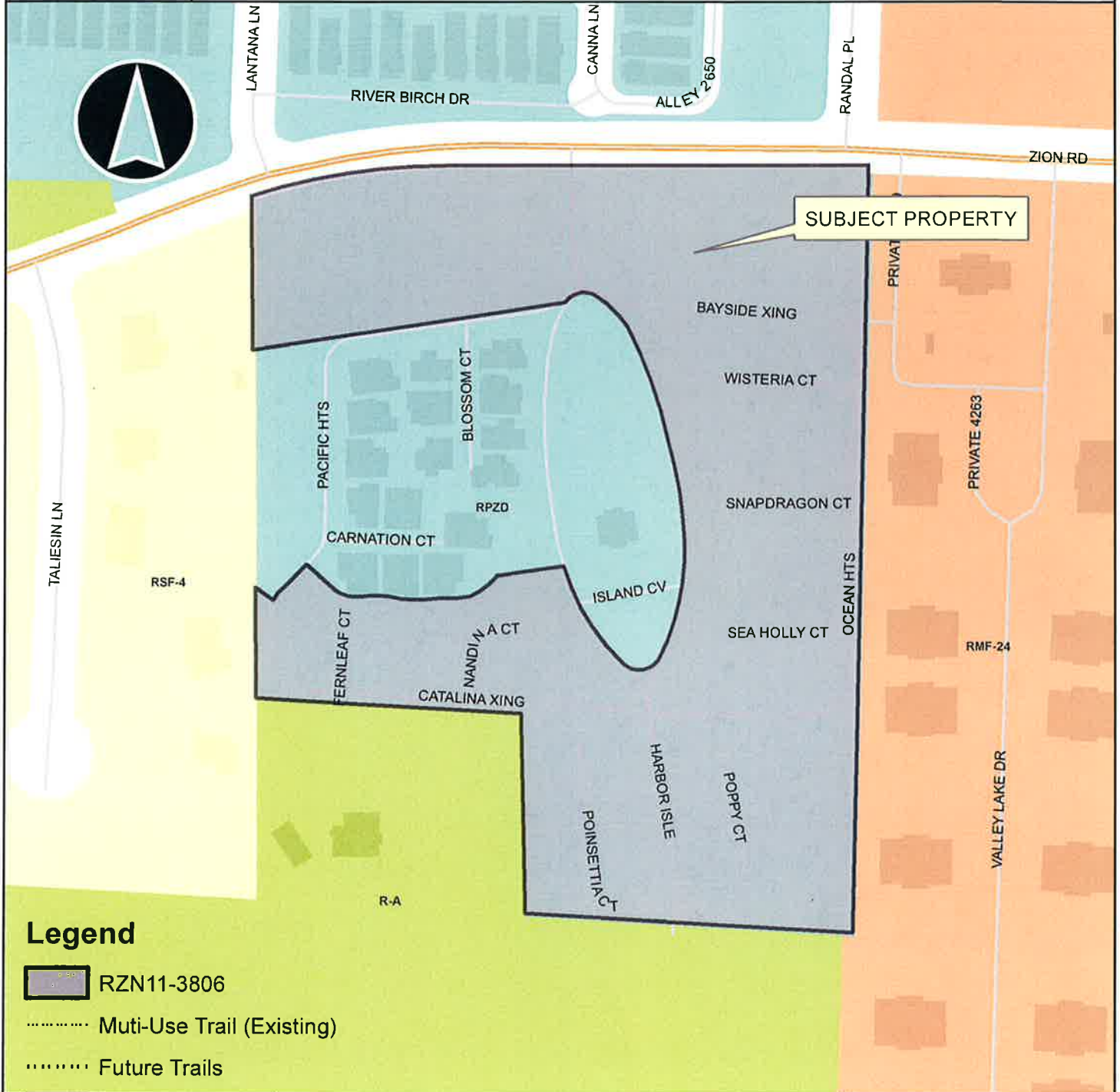
Exhibit "A"

B. 1
RZN 11-3806 (South of Zion Road
and East of Taliesin Lane/Woodbury)
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RZN11-3806

WOODBURY

Close Up View



Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

Fayetteville

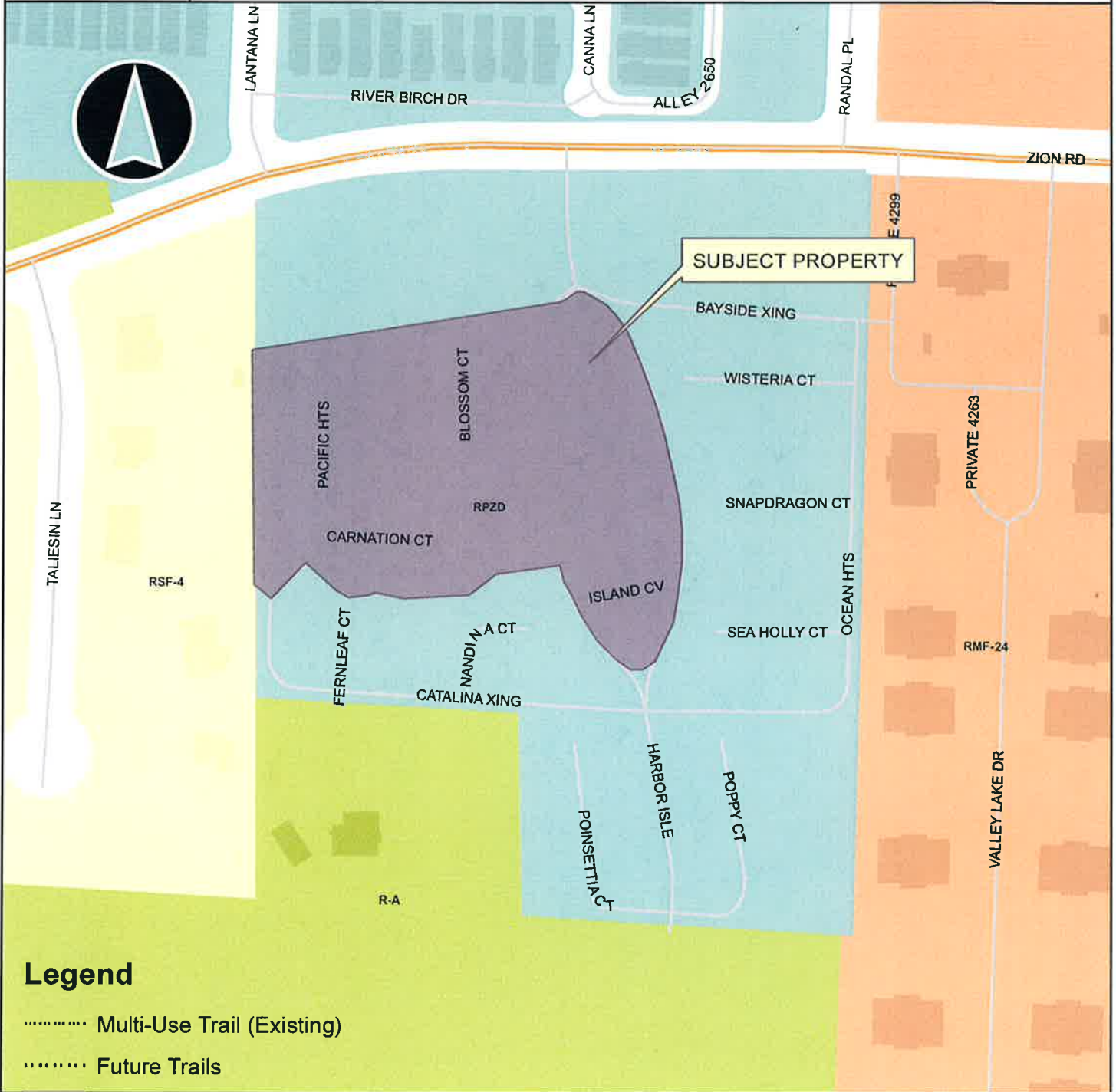
Exhibit "B"

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RZN 11-3806 (South of Zion Road
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RZN11-3806

WOODBURY

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails

- o Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area
- Fayetteville



PC Meeting of May 9, 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: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~May 4, 2011~~ Updated May 11, 2011

RZN 11-3806: Rezone (WOODBURY, 137): Submitted by CITY OF FAYETTEVILLE PLANNING DIVISION for property located SOUTH OF ZION ROAD AND EAST OF TALIESIN LANE. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 06-2190 and contains approximately 11.66 acres. The request is to revoke the PZD pursuant to 166.06(C) and rezone the subject property to NC, NEIGHBORHOOD CONSERVATION.

Planner: Dara Sanders

BACKGROUND:

Property Description: The Woodbury project boundary consists of 11.66 acres located on the south side of Zion Road, approximately 0.3 miles west of Crossover Road. The site is relatively flat, with a majority of the tree canopy on the property along Zion Road. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction	Land Use	Zoning
North	Zion Gardens R-PZD under development	R-PZD 05-1599
South	Undeveloped wood and agricultural land	R-A, Residential-Agricultural
East	Multi-family residential	RMF-24, Residential Multi-Family 24 Units/Acre
West	Single-family residential	RSF-4, Residential Single-Family 4 Units/Acre

History: In 2006, the Planning Commission and City Council approved the Woodbury Residential Planned Zoning District on the subject property (R-PZD 05-1635). The property was originally zoned R-A, Residential Agricultural. The R-PZD zoning permitted three planning areas:

Planning Area 1 - 67 single family dwellings surrounding a common area at a density of approximately 8.5 units/acre

Planning Area 2 - 45 multi-family dwellings in two buildings at a density of approximately 17 units/acre adjacent to Zion Road

Planning Area 3 - Common area in a central location with a clubhouse, pool, and greenspace

The applicant proposed to develop all roads and infrastructure in approximately eight to twelve months from City Council approval and to construct the residences in groupings in response to market demands, with a full build-out within three years of approval. Construction permits for the

project were obtained to install the primary internal and the perimeter private streets, the clubhouse and pool, and 16 of the single-family dwelling. However, construction permits for the remaining seven internal private streets and dwelling units were not obtained and the R-PZD approval has expired.

PZD Revocation: If an approved PZD expires the property does not automatically revert back to the original zoning. The property is unable to be developed or subdivided until the old PZD zoning is revoked and a new, valid zoning district is assigned. In an effort to establish a valid zoning district on the subject property the City Planning Division has initiated the PZD revocation process following the requirements Fayetteville Unified Development Code Chapter 166.06(C). An initial letter was sent to the property owners on October 21, 2010 notifying them of the expired PZD, discussing options for establishing a valid zoning district, and the intent of the City to revoke the PZD and rezone the property if the owners did not initiate a rezoning. On April 7, 2010 the City Planning Division sent an official PZD revocation letter to the property owner via certified mail notifying them that the City Planning Division was proposing to revoke the PZD and rezone the property to NC, Neighborhood Conservation. The section of the Fayetteville Unified Development Code covering PZD revocation and copies of letters sent to the property owners are attached to this report.

Proposal: The City Planning Division proposes to rezone the remaining undeveloped portion of the Woodbury project boundary from R-PZD 06-2190 to NC, Neighborhood Conservation.

Public Comment: Staff has received public comment from a residence in this neighborhood concerned with drainage issues.

RECOMMENDATION:

Staff recommends forwarding **RZN 11-3806 (Woodbury)** to the City Council with a recommendation for approval based on the findings stated herein.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>May 9, 2011</u>	☐ Tabled	☐ Forwarded	☐ Denied		
Motion: <u>Chesser</u>	Second: <u>Winston</u>	Vote: <u>6-2-0 (Commissioners Hoskins and Honchel voted "no")</u>			
CITY COUNCIL ACTION:		Required	<u>YES</u>		
		☐ Approved	☐ Denied		
Date:					

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan*

*designates this site as **Residential Neighborhood Area**. Residential Neighborhood Areas are almost exclusively residential in nature with conventional setbacks. This designation may have large blocks and irregular roads to accommodate natural conditions. A primary guiding policy of Residential Neighborhood Areas is to, "Site new residential areas accessible to roadways, alternative transportation nodes, community amenities, schools, infrastructure, and retail and commercial goods and services."*

INFRASTRUCTURE:

- Streets:** The site has access to Zion Road. Zion Road is a fully improved three lane City street in this location. Street improvements will be evaluated at the time of development of this property.
- Water:** Public water is available to the property. There are 8" public water mains extended throughout the development.
- Sewer:** Sanitary sewer is available to the site. There are 8" sanitary sewer mains extended throughout the development.
- Drainage:** Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain and the Streamside Protection Zones.
- Police:** Staff did not receive objections from the Police Department to this rezoning.
- Fire:** The Fire Department does not find that this rezoning will affect calls for service or response times.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

- Finding:** Staff finds that the NC zoning district is consistent with the Future Land Use designation of Residential Area on the property and the existing and surrounding land uses and infrastructure. This site is located in an area with a range of uses and residential densities. Staff finds that proposed zoning district would allow for the development of single- and two-family dwellings in a compact form, similar to the density approved for the majority of the project boundary with R-PZD 06-2190. While the NC district would not allow for the multi-family apartment buildings to be constructed adjacent to Zion Road, the current or future property owner could request conditional use approval to construct three-family dwellings or to submit a separate request to rezone this portion of the property to some other zoning district that would allow for multi-family dwellings by right.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The proposed zoning is needed at this time as the existing R-PZD zoning has expired and the property is unable to developed in any manner, including minor applications such as a lot split or single family residence, until the expired PZD zoning is revoked and a new zoning district is assigned. As discussed in Finding No. 1, the proposed zoning is justified as it is compatible with the surrounding zoning and land uses and consistent with the City's Future Land Use Plan.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed rezone would not increase traffic congestion in comparison to the R-PZD. The NC zoning is a medium density zoning that would not result in large volumes of traffic as the maximum density is 10 dwelling unit per acre.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Increased load on public services were taken into consideration and recommendations from the Engineering, Fire, and Police Departments and are included in this report. The proposed zoning change to NC should have no discernable impact on public services.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **Not applicable. Staff recommends in favor of the request.**

EXISTING R-PZD ZONING CRITERIA

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will consist of "The Commons," containing a clubhouse, pool, outdoor living areas, and park area.

PLANNING AREA 1

PERMITTED USES	
UNIT	DESCRIPTION
UNIT 1	CITY-WIDE USES BY RIGHT
UNIT 8	SINGLE FAMILY DWELLING

CONDITIONAL USES	
UNIT	DESCRIPTION
UNIT 2	CITY-WIDE USES BY CONDITIONAL USE PERMIT
UNIT 24	HOME OCCUPATIONS

LAND USE DENSITY / INTENSITY

TOTAL PLANNING AREA SIZE: 7.92 ACRES

TOTAL NUMBER OF RESIDENTIAL UNITS: 67

NON-RESIDENTIAL SQUARE FEET: NOT APPLICABLE

RESIDENTIAL DENSITY: 8.5 UNITS PER ACRE

BULK AND AREA REGULATIONS

AREA REGULATIONS

LOT WIDTH MINIMUM: 32 FT

LOT AREA MINIMUM: 1,200 SF

LAND AREA PER DWELLING: 3,096 SF

SETBACK REQUIREMENTS

FRONT-WOODBURY DRIVE: 10 FT from R/W (Back of Curb)

FRONT-PRIVATE DRIVES: 15 FT from Access Easement

SIDE-PROPERTY LINE: 8 FT

MIN. BETWEEN BUILDINGS: 6 FT

HEIGHT

Structures in this Planning Area are limited to a building height of 35 feet as measured from the lowest point of the structure at the historic grade. The height of a proposed structure may only be increased above 35 feet by obtaining a variance after hearing by the Planning Commission.

BUILDING AREA

MAXIMUM: 60%

SITE PLANNING

LANDSCAPING

A Landscape Tree shall be planted every 30 feet of public and private street frontage, and along the pedestrian walkways as indicated on the landscape plan.

PARKING

Parking in this Planning Area will be mainly occur in garages in the individual units. The Woodbury covenants are very specific that garages are to be used for parking vehicles, not for storage. On-street parking is allowed on the 1-way portions of Woodbury Drive surrounding The Commons. All 2 and 3 bedroom units have a 2-car garage which satisfies the parking requirements for those units. There are only 6 single bedroom units in the development and these have only a 1-car garage. Excess parking requirements for these units will be satisfied by the on-street parking allowed on Woodbury Drive.

ARCHITECTURAL DESIGN STANDARDS

Structures shall be built using brick, stone, and stucco with lap and shingle siding, consistent with the building elevations included in the project booklet.

PLANNING AREA 2

PERMITTED USES	
UNIT	DESCRIPTION
UNIT 1	CITY-WIDE USES BY RIGHT
UNIT 26	MULTI-FAMILY DWELLINGS

CONDITIONAL USES	
UNIT	DESCRIPTION
UNIT 2	CITY-WIDE USES BY CONDITIONAL USE PERMIT
UNIT 12	OFFICES, STUDIOS, AND RELATED SERVICES
UNIT 13	EATING PLACES
UNIT 15	NEIGHBORHOOD SHOPPING GOODS
UNIT 16	SHOPPING GOODS
UNIT 24	HOME OCCUPATIONS

LAND USE DENSITY / INTENSITY

TOTAL PLANNING AREA SIZE: 2.62 ACRES

TOTAL NUMBER OF RESIDENTIAL UNITS: 45

NON-RESIDENTIAL SQUARE FEET: NOT APPLICABLE

RESIDENTIAL DENSITY: 17.2 UNITS PER ACRE

BULK AND AREA REGULATIONS

AREA REGULATIONS

LOT WIDTH MINIMUM: 18 FT

LOT AREA MINIMUM: 1,100 SF

LAND AREA PER BUILDING UNIT: 2,536 SF

USE MAXIMUMS

A MAXIMUM OF 20,000 SF OF THIS PLANNING AREA MAY BE UTILIZED FOR CONDITIONAL USE UNITS 12, 13, 15, AND 16.

SETBACK REQUIREMENTS

FRONT-ZION: 10 FT

FRONT-WOODBURY DRIVE: 10 FT from R/W (Back of Curb)

FRONT-PRIVATE DRIVES: 5 FT from Access Easement

SIDE-PROPERTY LINE: 10 FT

MIN. BETWEEN BUILDINGS: 6 FT

HEIGHT

Structures in this Planning Area are limited to a building height of 45 feet as measured from the lowest point of the structure at the historic grade. The height of a proposed structure may only be increased above 45 feet by obtaining a variance after hearing by the Planning Commission.

BUILDING AREA

MAXIMUM: 65%

SITE PLANNING

LANDSCAPING

A Landscape Tree shall be planted every 30 feet of public and private street frontage, and along the pedestrian walkways as indicated on the landscape plan.

PARKING

Parking in this Planning Area will occur in garages in the individual units. The Woodbury covenants are very specific that garages are to be used for parking vehicles, not for storage. All units in this Planning Area are 2 bedroom units and will have a 2-car garage to match the number of bedrooms in the unit. This satisfies the parking requirements for those units.

ARCHITECTURAL DESIGN STANDARDS

Structures shall be built using brick, stone, and stucco with lap and shingle siding, consistent with the building elevations included in the project booklet.

PLANNING AREA 3

PERMITTED USES	
UNIT	DESCRIPTION
UNIT 1	CITY-WIDE USES BY RIGHT
UNIT 4	CULTURAL & RECREATIONAL FACILITIES

CONDITIONAL USES	
UNIT	DESCRIPTION
UNIT 2	CITY-WIDE USES BY CONDITIONAL USE PERMIT

LAND USE DENSITY / INTENSITY

TOTAL PLANNING AREA SIZE: 1.12 ACRES

TOTAL NUMBER OF UNITS: 0

NON-RESIDENTIAL SQUARE FEET: 3,000 SF

INTENSITY: 2,679 SF PER ACRE

BULK AND AREA REGULATIONS

AREA REGULATIONS

BUILDING WIDTH MINIMUM: 35 FT

BUILDING AREA MINIMUM: 1,500 SF

LAND AREA PER DWELLING UNIT: NOT APPLICABLE

SETBACK REQUIREMENTS

WOODBURY DRIVE: 10 FT from R/W (Back of Curb)

HEIGHT

Structures in this Planning Area are limited to a building height of 35 feet as measured from the lowest point of the structure at the historic grade. The height of a proposed structure may only be increased above 35 feet by obtaining a variance after hearing by the Planning Commission.

BUILDING AREA

MAXIMUM: 45%

SITE PLANNING

LANDSCAPING

A Landscape Tree shall be planted every 30 feet of public and private street frontage, and along the pedestrian walkways as indicated on the landscape plan.

PARKING

Parking in this Planning Area will occur in the parking area in front of the clubhouse and on Woodbury Drive. On-street parking is allowed on the 1-way portions of Woodbury Drive surrounding The Commons. As a maximum 3,000 SF building, 12 spaces are required (1 per 250 SF). We

PROPOSED ZONING

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 41	Accessory dwellings

(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 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	The principal façade of a building shall be built
-------	---

	within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 40% of lot width.

(G) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

166.06 Planned Zoning District (PZD)

(L) Revocation.

- (1) Causes for revocation as enforcement action. The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

- (a) Building permit. If no building permit has been issued within the time allowed.
- (b) Phased development schedule. If the applicant does not adhere to the phased master development plan schedule as stated in the approved development plan.
- (c) Open space and recreational facilities. If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

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

- (2) Procedures. Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) Effect. In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

ENGINEERING COMMENTS:

RZN 11-3806: Rezone (WOODBURY, 137): Submitted by CITY OF FAYETTEVILLE PLANNING DIVISION for property located at the corner of SOUTH OF ZION ROAD, AND EAST OF TALIESIN LANE. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 06-2190 and contains approximately 11.66 acres. The request is to rezone the subject property to NC, NEIGHBORHOOD CONSERVATION.

Planner: Dara Sanders

Public water is available to the property. There are 8" public water mains extended throughout the development.

Sanitary sewer is available to the site. There are 8" sanitary sewer mains extended throughout the development.

The site has access to Zion Road. Zion Road is a fully improved three lane City street in this location. Street improvements will be evaluated at the time of development of this property.

Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain and the Streamside Protection Zones.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



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RZN 11-3806 (South of Zion Road
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FIRE DEPARTMENT

303 West Center Street

Fayetteville, AR 72701

P (479) 575-8365 F (479) 575-0471

Zoning Review

To: Dara Sanders
From: Terry Lawson, Fire Marshal
Date: May 3, 2011

Re: RZN 11-3806: Rezone (WOODBURY, 137): Submitted by CITY OF FAYETTEVILLE PLANNING DIVISION for property located at the corner of ZION ROAD, AND EAST OF TALIESIN LANE. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 06-2190 and contains approximately 11.66 acres. The request is to rezone the subject property to NC, NEIGHBORHOOD CONSERVATION.

Planner: Dara Sanders

This development will be protected by Engine 5 located at 2979 N. Crossover Rd.
It is 5 miles from the station with an anticipated response time of 5 minutes to the beginning of the development.
The Fayetteville Fire Department does not feel this development zoning change will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Fayetteville Fire Department

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RZN 11-3806 (South of Zion Road
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From: DEBORAH SANTEFORD <deborah.santeford@fayar.net>
To: "agarner@ci.fayetteville.ar.us" <agarner@ci.fayetteville.ar.us>
Date: 5/4/2011 10:08 AM
Subject: Woodbury PZD

Mr. Garner:

I have read about the rezoning of the PDZ's and have seen the sign at the Woodbury Subdivision. Drainage is a very big issue for the existing homeowners. I do believe the city engineers either miscalculated the need for serious drainage work on the property, or the builder ignored the directives. It has left the homeowners below the retaining walls (including myself) with moats around the homes. It has been particularly evident this spring, but it is a recurring, year round problem because of natural springs.

I do hope the city will take the time to look carefully at the property before it is rezoned. I am not an engineer or a drainage expert, but I am very sure there could be development on the empty property that would make the situation worse for the existing homeowners.

Thank you for your consideration of this matter. If there is something the homeowners can do to inform the city further, please let me know.

As a separate question, I would like to know if the current zoning is the reason why homeowners in the subdivision are without street signs. Chris Elkins at Metropolitan Bank has also told us we are responsible for the street signs, as well as streetlight power and maintenance. This is my fourth home in Fayetteville but the first with these responsibilities belonging to the homeowners. None of the homeowners were made aware of this when we purchased the homes. I hope the city will think again if Jeff Martin comes back with a proposal for another development in Fayetteville.

Debbie Santeford
4278 N. Blossom Court
479-521-6860



www.accessfayetteville.org

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RZN 11-3806 (South of Zion Road
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THE CITY OF FAYETTEVILLE, ARKANSAS
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DEVELOPMENT SERVICES DEPARTMENT
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

7 April 2011

Metropolitan National Bank
P.O. Box 8010
Little Rock, Arkansas 72203

VIA: CERTIFIED MAIL

Philip/Martin Development Partners LLC
P.O. Box 9598
Fayetteville, Arkansas 72703-0027

Jeff Martin
2458 East Joyce Boulevard, Suite 8
Fayetteville, Arkansas 72703

Re: Re-zoning of the Expired Woodbury Planned Zoning District Project

Dear Property Owner:

The Assessor of Washington County, Arkansas lists you as the owner for the subject property that is zoned by the City of Fayetteville as a Planned Zoning District (PZD). This letter notifies you that the subject PZD approval has expired. In accordance with Fayetteville Unified Development Code Section 166.06(L) the City has cause to revoke this PZD as development permits have not been obtained in accordance with the approved phased development schedule. Therefore, the City Development Services Department has initiated revocation of the expired PZD zoning on your property. As part of this action staff will recommend the City Council assign the property the zoning district of NC, Neighborhood Conservation. This proposal to revoke the PZD and rezone your property will be first heard at a public meeting of the Planning Commission on May 9, 2011 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas 72701. You are welcome to speak at that meeting and/or provide written or verbal comment to City staff prior to the meeting.

Please contact our office at 479.444.3443 to set up a meeting with one of our City Planners, or you may email us at development_services@ci.fayetteville.ar.us.

Best Regards,

Andrew Garner
Senior Planner

COPY

AMG



www.accessfayetteville.org

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THE CITY OF FAYETTEVILLE, ARKANSAS
DEVELOPMENT SERVICES DEPARTMENT
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

7 April 2011

Metropolitan National Bank
P.O. Box 8010
Little Rock, Arkansas 72203

VIA: CERTIFIED MAIL

Philip/Martin Development Partners LLC
P.O. Box 9598
Fayetteville, Arkansas 72703-0027

Jeff Martin
2458 East Joyce Boulevard, Suite 8
Fayetteville, Arkansas 72703

Re: Re-zoning of the Expired Woodbury Planned Zoning District Project

Dear Property Owner:

The Assessor of Washington County, Arkansas lists you as the owner for the subject property that is zoned by the City of Fayetteville as a Planned Zoning District (PZD). This letter notifies you that the subject PZD approval has expired. In accordance with Fayetteville Unified Development Code Section 166.06(L) the City has cause to revoke this PZD as development permits have not been obtained in accordance with the approved phased development schedule. Therefore, the City Development Services Department has initiated revocation of the expired PZD zoning on your property. As part of this action staff will recommend the City Council assign the property the zoning district of NC, Neighborhood Conservation. This proposal to revoke the PZD and rezone your property will be first heard at a public meeting of the Planning Commission on May 9, 2011 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas 72701. You are welcome to speak at that meeting and/or provide written or verbal comment to City staff prior to the meeting.

Please contact our office at 479.444.3443 to set up a meeting with one of our City Planners, or you may email us at development_services@ci.fayetteville.ar.us.

Best Regards,

Andrew Garner
Senior Planner

AMG

COPY



www.accessfayetteville.org

B. 1
RZN 11-3806 (South of Zion Road
and East of Villedard Lane Woodbury)
THE CITY OF FAYETTEVILLE, ARKANSAS
Page 22 of 28
DEVELOPMENT SERVICES DEPARTMENT
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

7 April 2011

Metropolitan National Bank
P.O. Box 8010
Little Rock, Arkansas 72203

VIA: CERTIFIED MAIL

Philip/Martin Development Partners LLC
P.O. Box 9598
Fayetteville, Arkansas 72703-0027

Jeff Martin
2458 East Joyce Boulevard, Suite 8
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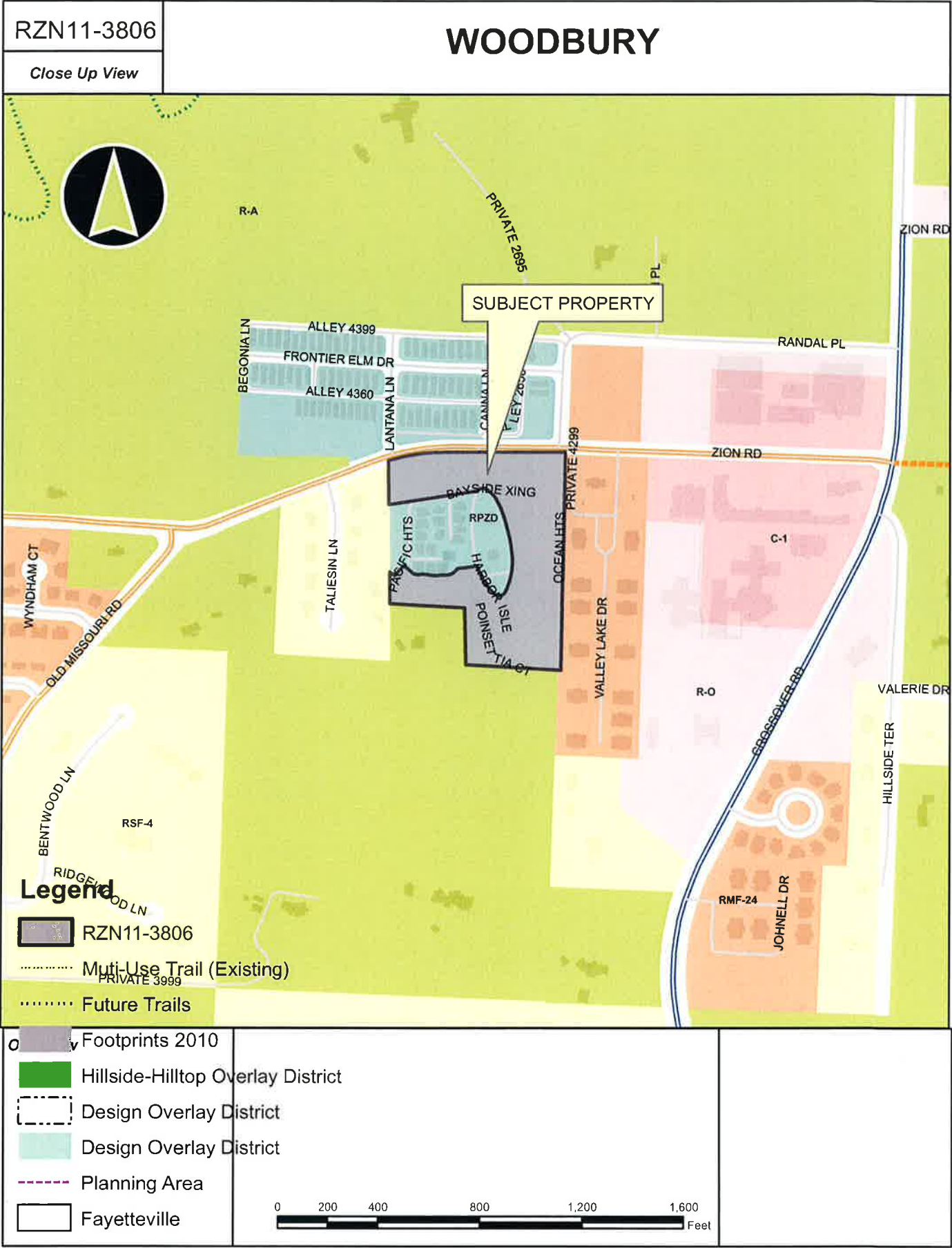
Please contact our office at 479.444.3443 to set up a meeting with one of our City Planners, or you may email us at development_services@ci.fayetteville.ar.us.

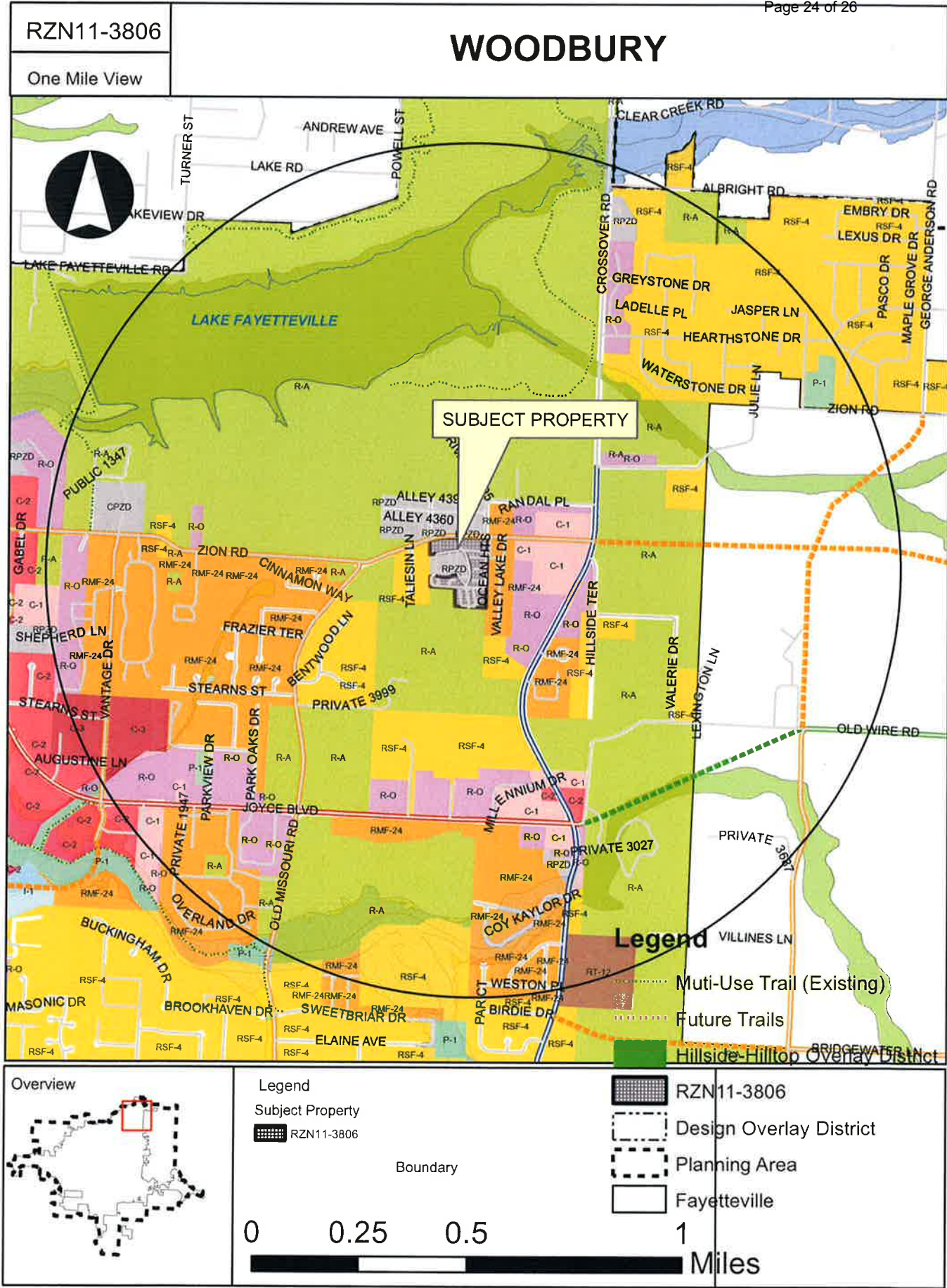
Best Regards,

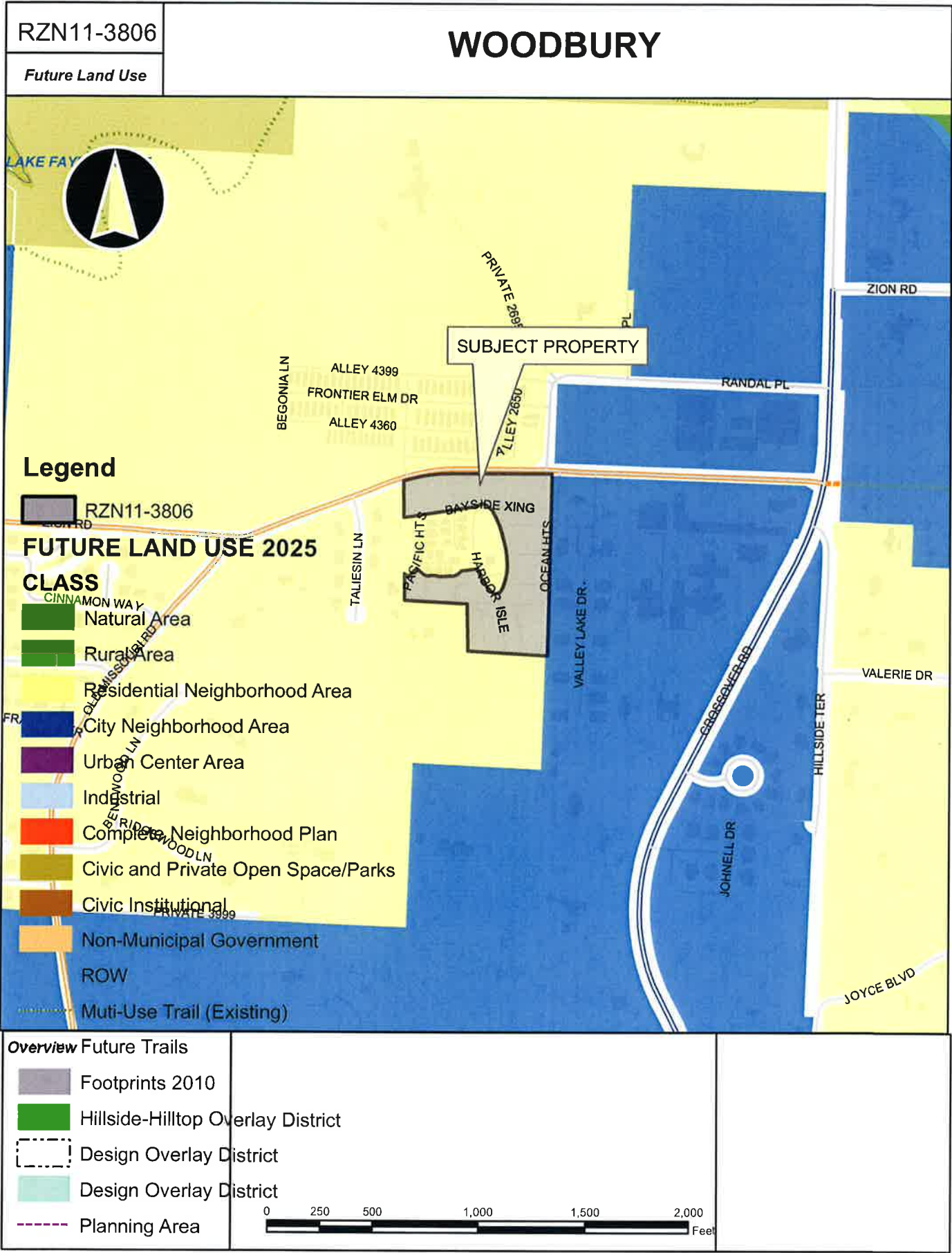
Andrew Garner
Senior Planner

COPY

AMG











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B. 2
Appeal RZN 11-3831 (209 W.
Martin Luther King Blvd.)
Page 1 of 38

RECEIVED

JUN 02 2011

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

June 2, 2011

Ms. Sondra Smith
City Clerk
113 W. Mountain Street
Fayetteville, AR 72701

RE: RZN 11-3831: Rezone (209 W. Martin Luther King Blvd.)
Letter of Appeal for the June 21, 2011 City Council meeting agenda

Dear Ms. Smith:

We respectfully appeal the May 23, 2011 Planning Commission's recommendation that the referenced property be rezoned to Community Services - CS (Title XV Unified Development Code, Chapter 161: Zoning Regulations, Section 161.19 Community Services). Pursuant to Title XV Unified Development Code, Chapter 155: Appeals, Section 155.02 Form/Time/Place) we appeal the Planning Commission's recommendation and request the property be rezoned, Neighborhood Commercial (C-1) for the following reasons:

1. The existing zoning in the immediate area (intersection of Hill and Martin Luther King Blvd.) supports C-1:
 - a. Applicant's property is located in the SW corner of the intersection.
 - b. The NW corner of the intersection is zoned C-1.
 - c. The NE corner of the intersection is zoned C-2, Thoroughfare Commercial.
 - d. The SE corner of the intersection is zoned I-1, Heavy Commercial, Light Industrial.
2. Requesting C-1 is in compliance with City Plan 2025.
3. Staff forced the use of the recently adopted form-based zoning. Neither one of the form-based zoning districts (Urban Thoroughfare, UT or Community Services, CS) are appropriate for the proposed land use. Either form-based zoning district would require the applicant to request a variance. This very fact is completely in violation of the criteria for requesting a variance, specifically, Title XV Unified Development Code, Chapter 156: Variances, Subsection 156.02: Zoning Regulations, Item "(3) Resulting Actions. That the special conditions and circumstances do not result from the actions of the applicant." It is obvious that the variance request would be a direct result of the actions of the applicant, as forced by staff.

Thank-you for placing our appeal on the June 21, 2011 City Council agenda.

Sincerely,

Dennis Blind

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA

Left on the Signet Reading at the 7/5/11 Cmty.
Left on the Signet Reading at the 6/21/11 Cmty.

From: <DBlind@ceieng.com>
To: <:ssmith@ci.fayetteville.ar.us>
Date: 6/2/2011 11:05 AM
Subject: RZN 11-3831: Rezone (209 W. Martin Luther King Blvd.)
Attachments: Kum & Go - Letter of Appeal 6-2-11.pdf

Ms. Smith

Attached is our letter of Appeal for the June 21, 2011 City Council meeting. We will also submit an original of our letter to your office.
Thanks

--

Dennis Blind
Project Manager
CEI
Phone: 479-273-9472

"We will continually set the national standard for land development services, and we are committed to the growth and success of each other."
Arizona | Arkansas | California | Florida | Georgia | Minnesota |
Pennsylvania | Texas

This message could contain confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise Dennis Blind immediately at 1-479-273-9472 or return it promptly by mail.



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: May 30, 2011

Subject: RZN 11-3831 (Kum and Go) – Appeal of Planning Commission decision

RECOMMENDATION

Planning Commission and staff recommend approval of an ordinance to rezone the subject property from RMF- 24, Residential Multi-family 24 dwelling units/acre to CS, Community Services. Staff and the Planning Commission did not recommend approval of the applicant's original request to rezone the property to UT, Urban Thoroughfare.

BACKGROUND

The subject property is located at the southwest corner of Martin Luther King Boulevard and Hill Avenue, and is undeveloped, containing approximately 2.64 acres. The applicant originally requested to rezone the property from RMF- 24, Residential Multi-family 24 dwelling units/acre, to UT, Urban Thoroughfare. The applicant has stated that the intent is to develop a portion of the subject property for a Kum and Go gas station.

Planning staff did not meet with the representative that presented the application at the Planning Commission meeting, and feel that statements made at the Planning Commission by the applicant were either mis-communicated or inaccurate. However, staff did communicate with others at CEI Engineering about the proposal. A number of zoning districts would allow a fueling station: UT, CS, C-1, C-2, I-1 and I-2, to name a few. However, just because any one of these districts allow for the use that the applicant is pursuing does not make it necessarily appropriate for that area. The existing zone (RMF-24) is a form-based district, requiring buildings to be placed along the street with parking hidden behind. After a review of the location of this property and following the City Council's adopted policy of "making traditional town form the standard," staff recommended that the applicant maintain one of the form-based codes for their future development plan, so that the development plan would be more in keeping with the current districts form-based requirements. In this case, Community Services is the most appropriate for this location, due to the surrounding land use, intensity, and compatibility.

Planning staff did not support the applicant's ultimate rezoning request for Urban Thoroughfare, finding that the Community Services district is more compatible and appropriate at this location. The Community Services district will also allow for the development of a gas station and a wide variety of uses that serve the nearby areas. The Urban Thoroughfare district is intended to serve a wider range of population, generally regional in nature. This particular location does not seem to support a regional development pattern, and there are some uses within the Urban Thoroughfare district that may not be appropriate for this location.

Pursuant to Chapter 155.05(A)(1), the applicant is appealing the Planning Commission's recommendation and is now requesting that the subject property be rezoned to C-1, Neighborhood Commercial. The C-1 district is similar in purpose and contains uses allowed in the Community Services district. However, the differences are readily apparent in the purpose statement of the Community Services district that requires "traditional urban form with buildings addressing the streets." The C-1 zoning district is much more of a conventional suburban development model that is no longer encouraged in a location such as this; if this form is acceptable to the City Council at this location, then the C-1 district would be an appropriate request. Staff does not believe this is the direction we have been asked to take in implementing City Plan 2025. In fact, over the last several years, the City Council has denied applications for rezoning to C-1 and C-2 along Martin Luther King Boulevard.

There was also much discussion about the need for variances related to a development within the Community Services district. As the Council is aware, a specific development proposal may not be considered as part of a rezoning request; while the intent has been stated that a fueling station is planned for this property, there is no guarantee that will occur. Any commercial development would be required to be constructed in compliance with the underlying zoning district, including architectural and site design standards. All form-based zoning districts, which are important to ensuring a traditional town form is accomplished, require buildings to be placed along the street. When there are conditions unique to a property that makes it impracticable to meet all of these requirements, a variance may be requested. In this case, staff discussed with the applicant representatives the topography of the site could make it difficult to place buildings along certain adjacent streets. In addition, the property is made up of many different parcels, not all of which will necessarily be used for the proposed development. Currently, no commercial development is allowed on this property within the RMF-24 zoning, thus the change to Community Services would certainly increase the allowed uses on the property to include commercial, and likely thereby increase the value of the property, as well. Staff would work with the applicant, as we do with all development applications, to get project approval that meets or exceeds the minimum standards of the Unified Development Code.

DISCUSSION

On May 23, 2011 the Planning Commission forwarded this item to the City Council with a recommendation for approval of the CS, Community Services zoning district with a vote of 7-2-0 (Commissioners Honchell and Hoskins voted "no"). The applicant does not agree with staff's recommendation for Community Services. The Planning Commission did not consider the current request for C-1, Neighborhood Commercial. The staff report and meeting minutes are attached.

BUDGET IMPACT

None.

From Kit Williams 6/14/11



www.accessfayetteville.org

Departmental Correspondence



LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director
Andrew Garner, Senior Planner - Current Planning
Jesse Fulcher, Planner - Current Planning

FROM: Kit Williams, City Attorney

DATE: June 14, 2011

RE: Appeal of RZN 11-3831 (Kum & Go)

DISCRETION OF THE CITY COUNCIL

Normally, the City Attorney's Office will take no position in a City Council rezoning decision which almost always rests within the sound discretion and judgment of the City Council. Indeed, I have successfully defended the few court challenges to the City Council's zoning decisions during my decade as Fayetteville City Attorney. Your rezoning decisions have never been overturned in Circuit Court. However, the current appeal ({RZN 11-3831 Kum & Go}) requesting Neighborhood Commercial (C-1) involves a unique situation and potential legal issues for the City. Therefore, I think I need to call your attention to these issues before you decide on the rezoning.

The City Council is granted wide discretion by the Courts when deciding zoning issues. Only if a zoning was "arbitrary, capricious, or wholly inequitable," *City of Conway v. Housing Authority of Conway*, 266 Ark. 40, 584 S.W. 2d 10, 13 (1979), would such a zoning decision be overturned by the Circuit Court. The Arkansas Supreme Court defined "arbitrary" in that case as meaning "arising from unrestrained exercise of ... personal preference; based on random or convenient choice, rather than on reason or nature." The major legal concern I have is that denying the applicant's request for a Neighborhood Commercial zoning in favor of a Community Service zoning might be deemed a "spot zoning" based upon the preference of the City Council for a "form based" rather than "traditional" zoning district.

C-1 AND CS: IDENTICAL PURPOSES; SIMILAR USES

It is important to note that Neighborhood Commercial (C-1), a very old traditional zoning district has almost the identical express purpose of Community Services (CS) as stated in the Unified Development Code.

The express purpose for Neighborhood Commercial (C-1) is:

“(A) Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.”
§161.18 of the UDC.

This is the identical language used for the newer Community Services (CS) district:

“(A) Purpose. The Community Services district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas”
§161.19 of the U.D.C.

The Purpose section of §161.19 Community Service (CS) adds further language because it allows uses not allowed in Neighborhood Commercial, primarily residential uses. Indeed, **every permitted use in Neighborhood Commercial is also permitted in Community Service and every conditional use allowed in Neighborhood Commercial is also allowed in Community Services.** Therefore, it would not seem reasonable for the City Council to deny on applicant its requested Neighborhood Commercial zoning district by rezoning to Community Services because Community Services has additional permitted uses the applicant clearly does not desire. Since the purpose and uses of these zoning districts cannot justify denial of the rezoning to the more restrictive zoning district, C-1 Neighborhood Commercial, I believe there remains a single justification for a forced rezoning to Community Services instead of Neighborhood Commercial, that is Community Service’s new “build-to zones” and the required 65% street frontage coverage by a developer’s building (making it “form based”).

BOARD OF ADJUSTMENT

Recognizing that this 65% street frontage requirement could cause real development problems for many “permitted uses” in Community Service (CS), such as Unit 18 Gasoline service stations, Unit 15 Neighbor Shopping, etc., Planning staff informed the Planning Commission that an applicant/developer for the Kum & Go rezoning could go to the Board of Adjustment for a variance of this 65% street frontage building coverage for this parcel. At this point the Planning Commission believed and was not otherwise informed that this 2.5 acre rezoning request was for a single parcel with over 900 feet of street frontage. To comply with the Community Services street frontage requirements, the developer would have had to build a building along **200 yards of street frontage**, a difficult obligation for a developer wanting to build a gas station, eating place, or convenience store.

I expressed my doubts that the Board of Adjustment would or could grant such a substantial reduction in street frontage requirements to make anticipated permitted uses developable. I also pointed out the only appeal from the Board of Adjustment is to Circuit Court. If the City Council wants to facilitate this potential development, it can do so only with its rezoning decision.

My review of the four requirements that the Board of Adjustment must find to exist before it can grant any relief shows **any variance approval would be almost impossible to legally grant**. Thus, the applicant can probably get no relief from the Board of Adjustment. Fortunately, Community Services Director Jeremy Pate has informed me that this 2.5 acre parcel is actually composed of several existing lots. Attached is the map of the property to be rezoned showing the internal lot lines. If the developer wishes to develop only about an acre or so on the corner of MLK and Hill using existing lots, then he would not need to build an “L” shaped building a football field in length along both Hill and MLK. However, if zoned to Community Services a developer would still have to cover two-thirds of the street frontage of this corner lot with his building, an odd configuration for a gas station or convenience store, both of which are allowed by right in both Community Services (CS) and Neighborhood Commercial (C-1).

ZONING COMPATIBILITY

Zoning ordinances were developed many decades ago primarily to ensure compatibility between differing land uses. The current zoning of all three adjacent corners of the intersection of Martin Luther King Boulevard and Hill Avenue are all of the City’s traditional commercial zoning districts. Immediately east across Hill Avenue is zoned Heavy Commercial/Light Industrial (I-1), catty-corner is zoned

Thoroughfare Commercial (C-2) and immediately across MLK is zoned Neighborhood Commercial (C-1). I have attached a GIS map showing these zones. South and West of this property to the railroad tracks is a Residential Planned Zoning District with no building within 25 feet of Martin Luther King Boulevard.

Attached is another GIS map which shows the zoning, plus photos of structures, etc. A Community Services rezoning would be the only form based commercial zoning at this intersection. Indeed, the whole block along Martin Luther King Boulevard east of the Hill Avenue intersection is Thoroughfare Commercial or Heavy Commercial/Light Industrial with existing warehousing and retail set back far off MLK. The block of Hill Avenue south from the intersection is zoned Heavy Commercial/Light Industrial with substantial existing warehousing. It could certainly be argued that dropping a form-based commercial district within this established traditional commercial and warehousing district would be "spot zoning."

SPOT ZONING

As I have informed the City Council for the last decade in numerous memos about what can be considered in zoning decisions, I have warned that spot zoning should be avoided. I have quoted this case most recently in my December 15, 2010 memo.

"Spot zoning, by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges **not in harmony with the other use classifications in the area** and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area.' R. Wright and S. Webber, *Land Use* (1978)." *Riddell v. City of Brinkley*, 612 S.W. 2d 116, 117 (1981). (emphasis added)

What concerns me from a legal point of view is that all of the other corner lots at this intersection are traditional commercial zones with setbacks rather than the opposite "form based" zones with build-to frontage requirements. None of these other commercial zones must build close to the street right-of-way for any part of the street

frontage, much less two-thirds of the entire street frontage. The applicant could argue that a form-based commercial zoning constitutes “unreasonable treatment of a limited area” within this commercial node “without any apparent circumstances which call for different treatment.” *Riddle v. City of Brinkley*.

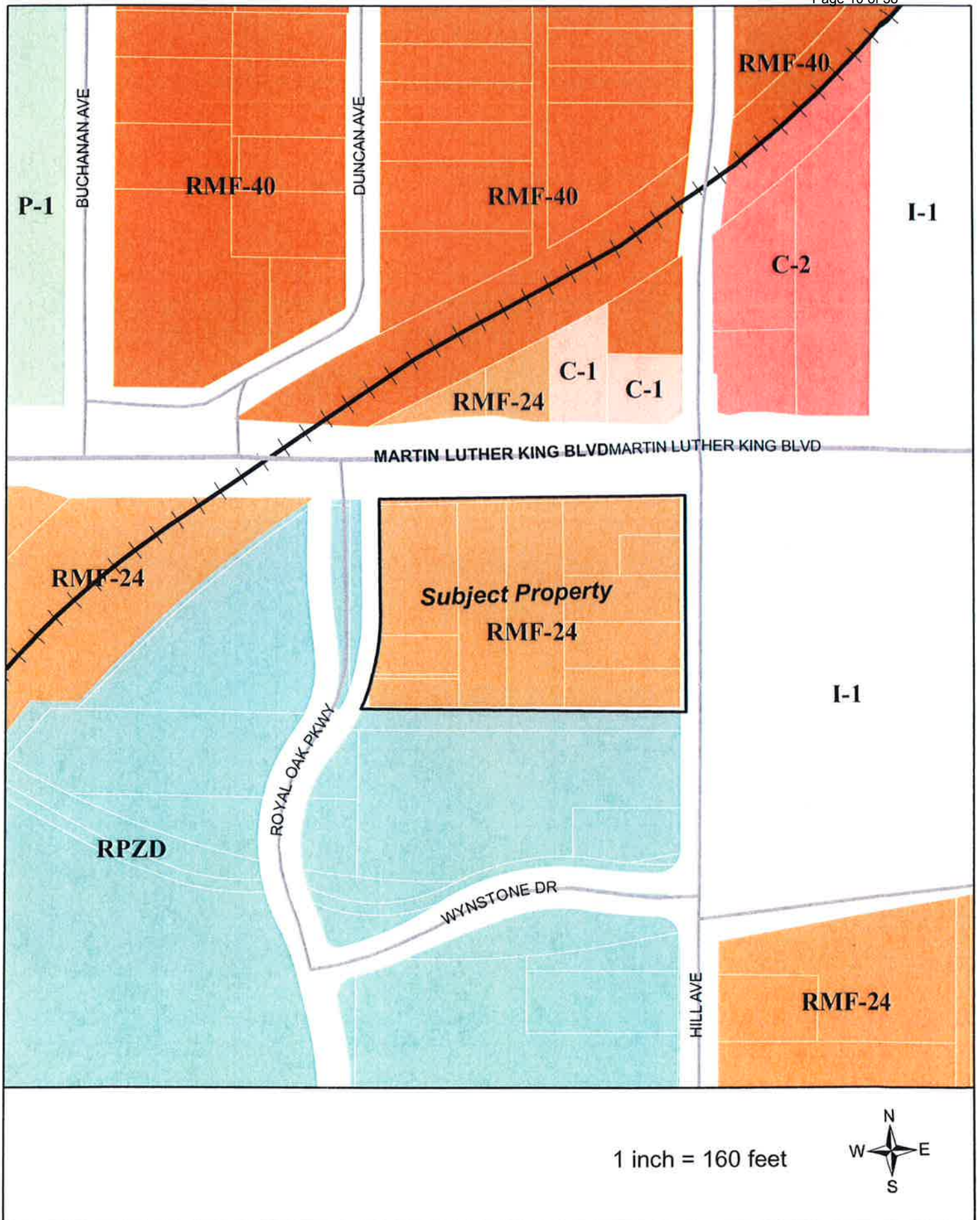
The City Council’s preference to force commercial buildings to be constructed near the street right-of-way and to extend the building for two-thirds of the total street frontage might be determined to be unreasonable in the context of surrounding commercial zones and currently constructed warehouses and commercial buildings (including a former convenience store catty-corner from the proposed rezoning).

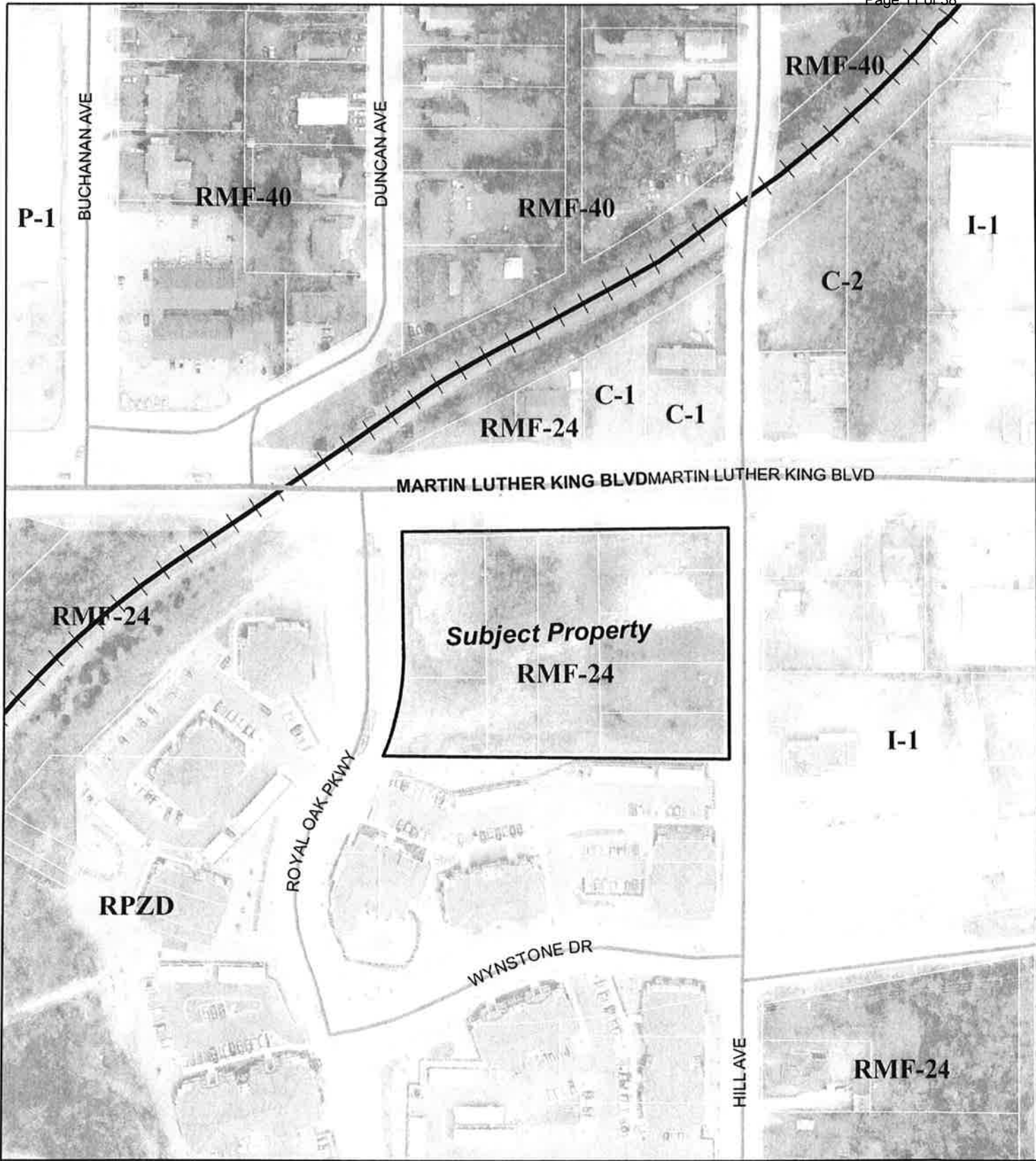
When the Downtown Master Plan was implemented with new “form based” zoning districts, this master planned area was treated comprehensively, and thus could withstand a “spot zoning” charge. Dropping a “form based” commercial zoning district into the midst of traditional commercial district when the applicant desires a traditional commercial district (with the identical purposes and uses as the “form based” district) creates a potential legal challenge of spot zoning. The personal preference of aldermen who wish to force “form based” zoning districts into the midst of existing traditional commercial zones may not be enough to withstand a Circuit Court challenge.

CONCLUSION

Other “form based” commercial rezonings for parcels outside a Master Planned Area have been approved by this City Council without a problem. A current request for rezoning to Community Services by a land owner along MLK should be granted by the City Council because there is no opposition and water problems at the rear of his lot make it much easier to develop with the 10 foot build-to line of CS rather than the 50 foot setback of C-1. **Only if an applicant or citizens object to a rezoning (which would make litigation possible) will I normally make any comment.** Because of this appeal from a land owner/developer who requests a traditional commercial zoning, the issue of whether to force a developer to accept “form based” commercial district with almost identical purpose and uses provisions is squarely before the City Council. This is purely a setback v. a “build-to” zone requiring a building on 65% of right-of-way street frontage issue. I am concerned about defending the reasonableness of such a requirement for this parcel in Circuit Court.

In addition to language in our Long Term Plan (2025 or 2030 Plan) and any personal preference for a “form based” zoning district, the City Council should have and express reasoned analysis of why the applicant’s requested Neighborhood Commercial (C-1) zoning should be denied.





1 inch = 160 feet





ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 11-3831, FOR APPROXIMATELY 2.64 ACRES LOCATED AT 209 WEST MARTIN LUTHER KING BOULEVARD FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO C-1, NEIGHBORHOOD COMMERCIAL.

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

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

From RMF-24, Residential Multi-Family, 24 units per acre to C-1, Neighborhood Commercial, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this day of , 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

B. 2
Appeal RZN 11-3831 (209 W.
Martin Luther King Blvd.)
Page 14 of 38

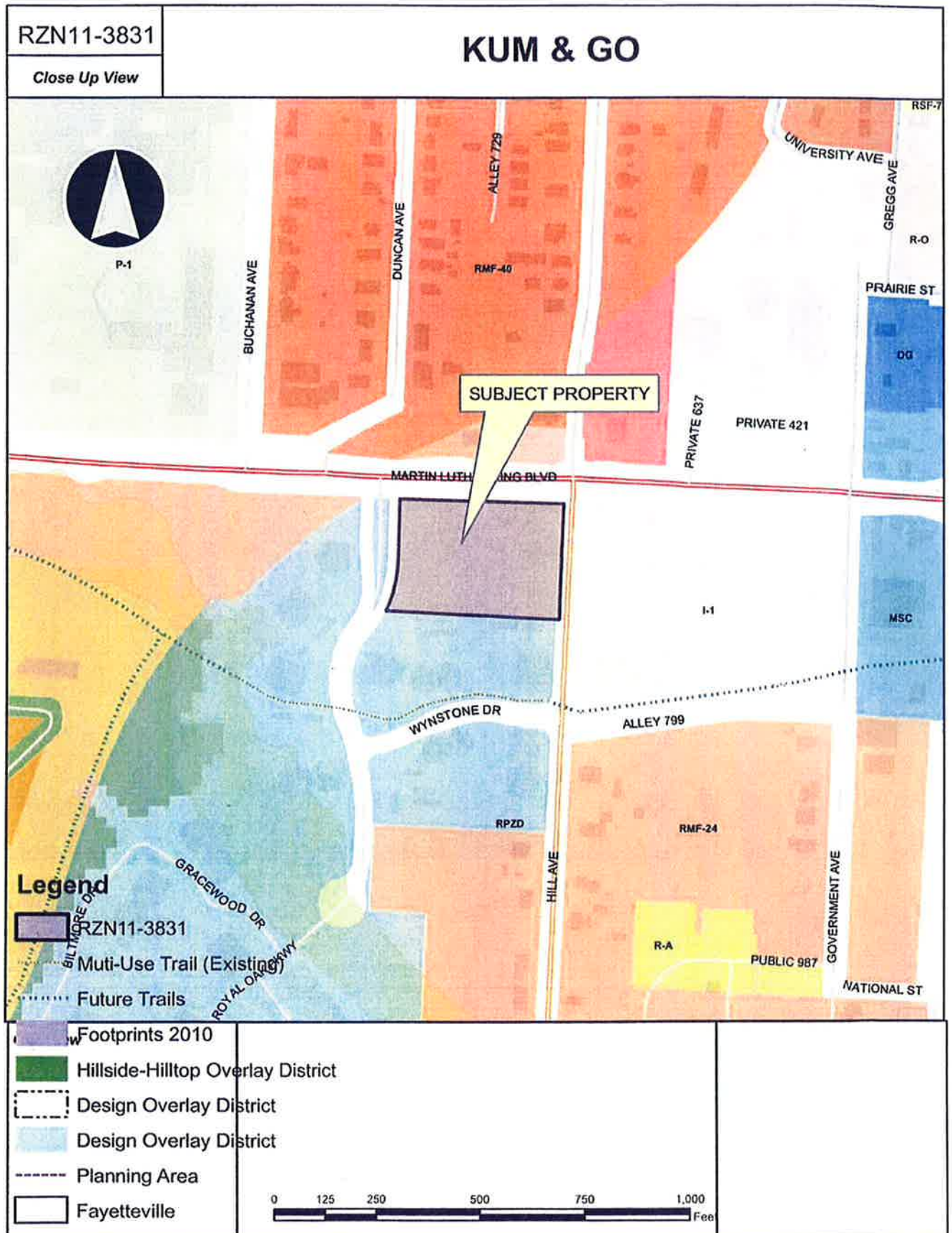


EXHIBIT "B"
RZN 11-3831

TRACT 2 OF PROPERTY LINE ADJUSTMENT PLAT FILED FOR RECORD AT PLAT 23A-000132 AT THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY, BEING DESCRIBED ON SAID PLAT AS FOLLOWS:

PART OF THE SOUTH ½ OF THE SW ¼ OF SECTION 16, AND A PART OF THE NORTH ½ OF THE NW ¼ OF SECTION 21, T-16-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 21, SAID POINT BEING AN EXISTING IRON PIPE; THENCE S 87°04'09" E. ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 21, A DISTANCE OF 5.92 FEET TO THE POINT OF BEGINNING; THENCE S 87°04'09" E 418.49 FEET; THENCE N 02°23'10"E 299.42 FEET, TO AN EXISTING ARKANSAS HIGHWAY COMMISSION RIGHT-OF-WAY MONUMENT ON THE SOUTH LINE OF ARKANSAS HIGHWAY 180 (WEST 6TH STREET); THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY N89°03'47"W 173.03 FEET TO AN EXISTING AHC MONUMENT; THENCE N89°52'30"W 17.36 FEET TO AN EXISTING AHC MONUMENT; THENCE S00°06'16"W 5.02 FEET TO AN EXISTING AHC MONUMENT; THENCE N89°40'59"W 45.74 FEET TO AN EXISTING AHC MONUMENT; THENCE N 89°29'27"W 62.28 FEET TO AN EXISTING AHC MONUMENT; THENCE S81°41'17"W 30.03 FEET TO AN EXISTING AHC MONUMENT; THENCE N77°25'50"W 25.70 FEET TO AN EXISTING AHC MONUMENT; THENCE N88°18'00"W 42.21 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S01°44'50"W 153.30 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 315.50 FEET AND A DISTANCE OF 81.06 FEET; THENCE S16°28'01"W 8.54 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 215.50 FEET A DISTANCE OF 40.68 FEET TO THE POINT OF BEGINNING, CONTAINING 2.64 ACRES, MORE OR LESS, FAYETTEVILLE, ARKANSAS, THE ABOVE DESCRIBED 2.64 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF HILL AVENUE AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

LESS AND EXCEPT, SIXTH STREET RIGHT-OF-WAY:

PART OF TRACTS 1 & 2 OF PROPERTY LINE ADJUSTMENT PLAT FILED FOR RECORD AT PLAT 23A-000132 AT THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY, BEING DESCRIBED IN DEED TO CITY OF FAYETTEVILLE #2006-9895, AS FOLLOWS:

PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 16, T-16-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 16, SAID POINT BEING AN EXISTING IRON PIPE; THENCE N86°14'53"W, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 16 A DISTANCE OF 46.00 FEET; THENCE DUE NORTH A DISTANCE OF 268.15 FEET TO THE POINT OF BEGINNING; THENCE S 88°18'00"E, A DISTANCE OF 482.55 FEET; THENCE N02°23'10"E, A DISTANCE OF 20.58 FEET; THENCE N 89°03'47"W, A DISTANCE OF 173.03 FEET; THENCE N89°52'30"W, A DISTANCE OF 17.35 FEET; THENCE S00°06'16"W, A DISTANCE OF 5.02 FEET; THENCE N 89°40'59"W, A DISTANCE OF 46.74 FEET; THENCE N89°29'27"W, A DISTANCE OF 62.28 FEET; THENCE S81°41'17"W, A DISTANCE OF 30.03 FEET; THENCE N77°25'50"W, A DISTANCE OF 26.70 FEET; THENCE N88°18'00"W, A DISTANCE OF 45.36 FEET; THENCE N87°40'49"W, A DISTANCE OF 26.16 FEET; THENCE N87°41'42"W, A DISTANCE OF 40.98 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1381.79 FEET AND A CENTRAL ANGLE OF 0°50'34", A DISTANCE OF 20.32 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES, MORE OR LESS, FAYETTEVILLE, ARKANSAS.



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Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844

www.ceieng.com

June 2, 2011

Ms. Sondra Smith
City Clerk
113 W. Mountain Street
Fayetteville, AR 72701

RE: RZN 11-3831: Rezone (209 W. Martin Luther King Blvd.)
Letter of Appeal for the June 21, 2011 City Council meeting agenda

Dear Ms. Smith:

We respectfully appeal the May 23, 2011 Planning Commission's recommendation that the referenced property be rezoned to Community Services - CS (Title XV Unified Development Code, Chapter 161: Zoning Regulations, Section 161.19 Community Services). Pursuant to Title XV Unified Development Code, Chapter 155: Appeals, Section 155.02 Form/Time/Place) we appeal the Planning Commission's recommendation and request the property be rezoned, Neighborhood Commercial (C-1) for the following reasons:

1. The existing zoning in the immediate area (intersection of Hill and Martin Luther King Blvd.) supports C-1:
 - a. Applicant's property is located in the SW corner of the intersection.
 - b. The NW corner of the intersection is zoned C-1.
 - c. The NE corner of the intersection is zoned C-2, Thoroughfare Commercial.
 - d. The SE corner of the intersection is zoned I-1, Heavy Commercial, Light Industrial.
2. Requesting C-1 is in compliance with City Plan 2025.
3. Staff forced the use of the recently adopted form-based zoning. Neither one of the form-based zoning districts (Urban Thoroughfare, UT or Community Services, CS) are appropriate for the proposed land use. Either form-based zoning district would require the applicant to request a variance. This very fact is completely in violation of the criteria for requesting a variance, specifically, Title XV Unified Development Code, Chapter 156: Variances, Subsection 156.02: Zoning Regulations, Item "(3) Resulting Actions. That the special conditions and circumstances do not result from the actions of the applicant." It is obvious that the variance request would be a direct result of the actions of the applicant, as forced by staff.

Thank-you for placing our appeal on the June 21, 2011 City Council agenda.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis Blind", written over a horizontal line.

Dennis Blind

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA



PC Meeting of May 23, 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: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~May 16, 2011~~ Updated May 31, 2011

RZN 11-3831: Rezone (209 W. MARTIN LUTHER KING BLVD./KUM & GO, 522):
Submitted by CEI ENGINEERING for property located at 209 WEST MARTIN LUTHER KING BOULEVARD. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE and contains approximately 2.64 acres. The request is to rezone the subject property to UT, URBAN THOROUGHFARE.
Planner: Jesse Fulcher

BACKGROUND:

The subject property is located at the southwest corner of Martin Luther King Boulevard and Hill Avenue, and is undeveloped. Surrounding land uses and zoning are shown in *Table 1*.

Table 1: Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single family residential/undeveloped	C-1, Neighborhood Commercial/RMF-24
South	Multi-family residential	R-PZD Hill Place
East	Commercial/Industrial	I-1, Heavy Commercial Light Industrial
West	Multi-family residential	R-PZD Hill Place

Proposal: The applicant has submitted an application to rezone the property from RMF-24, Residential Multi-family 24 units per acre to UT, Urban Thoroughfare.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends denial of the applicants request to rezone the property to UT, Urban Thoroughfare. However, staff does support rezoning the property to CS, Community Services, which will also allow for the proposed gas station.

PLANNING COMMISSION ACTION: Required <u>YES</u>		
Date: <u>05-23-11</u>	☐ Tabled	☒ Forwarded ☐ Denied
Motion: <u>Cook</u>	Second: <u>Earnest</u>	Vote: <u>6-3-0</u> (Honchell, Hoskins, Kennedy 'No')
CITY COUNCIL ACTION: Required <u>YES</u>		
Date: <u>6-21-11</u>	☐ Approved	☐ Denied

INFRASTRUCTURE:

- Streets:** The site has frontage on Martin Luther King Boulevard and Hill Avenue. Martin Luther King Boulevard is an improved four-lane arterial and Hill Avenue is an improved 2-lane collector with a dedicated left turn-lane for north bound traffic. Street improvements and access to the property will be evaluated at the time of development.
- Water:** Public water is available to the property. There is 12" main on Martin Luther King Boulevard, an 8" main on the west and south property lines, and a 6" main on Hill Avenue. Water main improvements will be evaluated at the time of development.
- Sewer:** Sanitary sewer is available to the site. There is an 8" main on Martin Luther King Boulevard, along the west and south property lines, and a 6" main on Hill Avenue. Sewer main improvements will be evaluated at the time of development.
- Drainage:** Standard improvements and requirements for drainage will be required for any development.
- Police:** The Fayetteville Police Department has not objected to this request.
- Fire:** The Fayetteville Fire Department has not objected to this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan designates this site as **City Neighborhood Area**, which is a denser and primarily residential urban fabric where mixed and low-intensity nonresidential uses are usually confined to corner locations. City Neighborhood Areas recognize conventional strip commercial developments, but encourages complete, compact, connected neighborhoods.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The applicant's request to rezone the property to Urban Thoroughfare is in staff's opinion, inconsistent with land use planning objectives, principles and policies. The Urban Thoroughfare district is intended to provide goods and services for persons living in the surrounding communities. However, the City Neighborhood Area, the land use designation for this property, recommends that uses should primarily serve residents of Fayetteville rather than a regional population. Martin Luther King Boulevard is an arterial street with high traffic volumes, but not all of it is in a regional context. A string of fast food restaurants, hotels, car lots and big-box retailers begin at Razorback Road and continue west, past the I-540 interchange and into Farmington. However, this regional commercial development pattern is not reflected east of Razorback. This area transitions into an older portion of Fayetteville, with short blocks, and a wide variety of nonresidential and residential land uses. This pattern is most apparent east of School Avenue. Therefore, the zoning for this property should provide for uses that serve the surrounding neighborhoods.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified in order to promote development patterns consistent with the City Plan 2025. The City Plan 2025 identifies some Guiding Policies for City Neighborhood Areas that are applicable to the proposed rezoning as follows:

Guiding Policies:

- *Provide non-residential uses that are accessible for the convenience of individuals living in residential districts and where compatibility with existing desirable development patterns occurs.*
- *Reduce the length and number of vehicle trips generated by residential development by enhancing the accessibility to these areas...*
- *Encourage developers to designate and plan for mixed-use corners at the time of approval to properly plan for accessibility to these areas.*

The proposed use would be compatible to adjacent land uses and would encourage continued growth of this identified mixed use area. The non-residential use would serve the existing and future population of the surrounding areas and would not create a nuisance or adversely affect the public interest.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed zoning district will allow certain uses that could generate a greater volume of traffic than that which would be created by the existing RMF-24 zoning. However, not to a degree that would appreciably increase traffic danger. Provided that the requirements of the access management ordinance are followed, and additional left hand turning movements are not created along Martin Luther King Boulevard.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **It is unlikely that the proposed zoning would increase the population density over the existing density allowance of 24 units per acre. Public service providers have reviewed this request and do not anticipate that this rezoning would undesirably increase the load on public services.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **Not applicable.**

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(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 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.

Fraternity or Sorority	1,000 sq. ft. per resident
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(E) *Setback requirements.*

Front	Side	Rear
The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.	8 ft.	25 ft.
HHOD Front	HHOD Side	HHOD Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	60ft.
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Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services

(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 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.
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Side and rear:	None
Side or rear, when contiguous to a residential district:	15 feet

(F) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(G) *Minimum buildable street frontage.* 65% of the lot width.

161.21 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum* None

(E) *Setback regulations.*

Front:	The principal façade of a
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	building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a residential district:	15 feet

(F) *Height regulations.* A building or a portion of a building that is closer than 15 feet from the front property line shall have a maximum height of 4 stories or 56 feet, whichever is less. A building or portion of a building that is located 15 feet or greater from the front property line or the Master Street Plan right-of-way shall have a maximum height of 6 stories or 84 feet, whichever is less. Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

RZN 11-3835: Rezone (3710 WEST MARTIN LUTHER KING BLVD. /ZAIFI, 556/595):
Submitted by Submitted by MEHDI ZAIFI for property located at 3710 WEST MARTIN
LUTHER KING BOULEVARD. The property is zoned C-1, NEIGHBORHOOD
COMMERCIAL and contains approximately 1.20 acres. The request is to rezone the subject
property to UT, URBAN THOROUGHFARE. Planner: Dara Sanders

Public water is available to the property. There is 1" water main stubbed across Martin Luther
King to this property. Public water main improvements will be necessary to provide adequate
fire flow for a future development.

Sanitary sewer is available to the site. There is a 6" and 10" public main located through this
property. A capacity analysis of the existing 6" sewer main may be necessary if a connection is
proposed at the time of development.

The site has access to Martin Luther King Blvd. Martin Luther King Blvd is a fully improved
five lane state highway in this location.

Standard improvements and requirements for drainage will be required for any development.
This property is largely affected by the 100-year floodplain and the Streamside Protection Zones.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



FIRE DEPARTMENT
303 West Center Street
Fayetteville, AR 72701
P (479) 575-8365 F (479) 575-0471

Zoning Review

To: Jesse Fulcher
From: Terry Lawson, Fire Marshal
Date: May 17, 2011

Re: RZN 11-3831: Rezone (209 W. MARTIN LUTHER KING BLVD. /KUM & GO, 522): Submitted by CEI ENGINEERING for property located at 209 WEST MARTIN LUTHER KING BOULEVARD. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE and contains approximately 2.64 acres. The request is to rezone the subject property to UT, URBAN THOROUGHFARE.

Planner: Jesse Fulcher

This development will be protected by Engine 6 located at 900 Hollywood Ave.
It is 1.2 miles from the station with an anticipated response time of 3 minutes to the beginning of the development.
The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Terry Lawson, Fire Marshal

Fayetteville Fire Department



April 14, 2011

Development Services Department
City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701

RE: Request for Rezoning for parcels located at 209 W. Martin Luther King Blvd.

Dear Development Services:

Pursuant to the City of Fayetteville's Rezoning Application, the following information satisfies Item 5, sub-items a through i of the Rezoning Checklist.

- 5a. *Current ownership information and any proposed or pending property sales.*** The current owner of the land is Chambers Bank, P.O. Box 609, Danville, AR 72833. The land is under contract by Kum & Go, 6400 Westown Parkway, West Des Moines, Iowa 50266. Rezoning the land is included in the buyer's due diligence and a successful rezoning is a contract contingency.
- 5b. *Reason (need) for requesting the zoning change.*** The current zoning (RMF-24) is inappropriate for the buyer's land use – a Kum & Go gas and convenience store. An Urban Thoroughfare zoning district is requested to accommodate the applicant's land use.
- 5c. *Statement of how the proposed zoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.*** The proposed zoning is in compliance with the established land use patterns along the Martin Luther King Blvd. corridor. Hill Place Apartments are located to the south of the property and the proposed Kum & Go will provide convenience goods for the residents. Relative to traffic, the proposed Kum & Go is not a "destination" land use so as such, it will not generate negative traffic impacts to the corridor. The site has adequate frontage on Martin Luther King Blvd. and Hill Street to safely accommodate ingress and egress. Kum & Go has developed an aesthetic brand for both the appearance and signage for their gas and convenience stores and their brand will not be a visual distraction along the Martin Luther King Blvd. corridor.
- 5d. *Availability of water and sewer (state size of lines).*** Water – 12" line on MLK, 8" line on the west and south side of the property, and a 6" line on Hill. Sanitary Sewer – 8" line on MLK, 8" line on the south property line and a 6" line on Hill

- 5e. ***The degree to which the proposed zoning is consistent with the land use planning objectives, principles, and policies and with land use and zoning plans.*** The proposed zoning is consistent with the development patterns along the Martin Luther King Blvd. corridor and in compliance with the City Neighborhood Area land use classification as presented in the adopted, City Plan 2025. Also, the proposed zoning, in accordance to the City's zoning ordinance, Section 161.21 states "Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted."
- 5f. ***Whether the proposed zoning is justified and/or needed at the time of the request.*** The proposed zoning change is justified by the lack of market demand for RMF-24 zoning district and the location's viability as a Kum & Go store. Martin Luther King Blvd. is a commercial corridor and the proposed zoning is in compliance with the City's comprehensive plan and zoning.
- 5g. ***Whether the proposed zoning will create or appreciably increase traffic danger and congestion.*** The proposed zoning will not create or appreciably increase traffic danger and congestion since the site has frontage on both Martin Luther King Blvd. and Hill Street. The site is also easily accessible from the south, the location of the Hill Place Apartments. This section of the corridor has good site distances and is not developed with regional, destination type of land uses.
- 5h. ***Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.*** The proposed zoning will not alter the population density. It is a commercial land use and as such will not foster any population increase, as would the existing zoning of RMF-24.
- 5i. ***Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.*** Market demand for the uses permitted in RMF-24 have declined considerably and the proposed zoning and land use will fill a need in the corridor. The closest gas stations are east of the site at the intersection of Martin Luther King Blvd. and Highway 71B and to the west at the intersection of Martin Luther King Blvd. and Razorback Road.

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

A regular meeting of the Fayetteville Planning Commission was held on May 23, 2011 at 5:30 p.m. in Room 219, City Administration Building in Fayetteville, Arkansas.

ITEMS DISCUSSED

ACTION TAKEN

Consent:

MINUTES: May 9, 2011
Page 3

Approved

Old Business:

CUP 11-3811: Conditional Use Permit (339 WEST AVENUE/ROCK BOTTOM, 484)
Page 4

Tabled

New Business:

CUP 11-3836: Conditional Use Permit (305 POWDERHORN DRIVE/MOUNTAIN RANCH POA, 478)
Page 5

Approved

RZN 11-3831: Rezone (209 W. MARTIN LUTHER KING BLVD. /KUM & GO, 522)
Page 6

Forwarded

RZN 11-3835: Rezone (3710 WEST MARTIN LUTHER KING BLVD. /ZAIFI, 556/595)
Page 7

Forwarded

MEMBERS PRESENT

Craig Honchell
Sarah Bunch
William Chesser
Hugh Earnest
Tracy Hoskins
Jeremy Kennedy
Porter Winston
Matthew Cabe
Kyle Cook

MEMBERS ABSENT

STAFF PRESENT

Andrew Garner
Jesse Fulcher
Dara Sanders

STAFF ABSENT

Jeremy Pate

RZN 11-3831: Rezone (209 W. MARTIN LUTHER KING BLVD. /KUM & GO, 522): Submitted by CEI ENGINEERING for property located at 209 WEST MARTIN LUTHER KING BOULEVARD. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE and contains approximately 2.64 acres. The request is to rezone the subject property to UT, URBAN THOROUGHFARE.

Jesse Fulcher, Current Planner, gave the staff report.

Dennis Blind, application, stated that they were requesting the Urban Thoroughfare zoning district based on staff recommendation, and for the fact that the minimum buildable street frontage was less than required in the Community Services zoning district. We realize that we will need a variance, but want to request the smallest possible variance.

Commissioner Cabe asked staff to describe the two zoning districts.

Fulcher briefly described the differences in the two districts and directed commissioners to the zoning sheets in the staff report.

Commissioner Chess asked staff to discuss the difference in the street frontage requirements.

Fulcher described why the frontage requirements for the two districts were different.

Commissioner Honchell stated that a gas station was a auto-oriented development.

Kit Williams, City Attorney, asked the applicant why they didn't request a conventional zoning district, as they might have a difficult time asking for a variance from the Board of Adjustment.

Blind stated that staff pointed them to the form-based district.

Commissioner Kennedy asked staff what happened between the initial meetings with the applicant where Urban Thoroughfare was recommended and the current recommendation for Community Services.

Fulcher stated that he was not involved in the initial meetings, but that the Community Services district was the most appropriate for this location, and would still accommodate a gas station.

Commissioner Winston asked the applicant if there was something they could do to increase the building width, to decrease the variance. Maybe a different building design would work better for this particular property.

Blind stated that the circulation requirements for a gas station required the larger parking area and smaller building. Kum and Go doesn't typically include additional tenants on the property.

Commissioner Chess asked about the lot width requirements, and general discussion ensued about the amount of building width based on the lot frontage.

Commissioner Cabe stated that a different zoning district might work best for this development model.

General discussion about building frontage requirements and lot width ensued.

Williams advised the commissioner of what they can consider when reviewing a rezoning request.

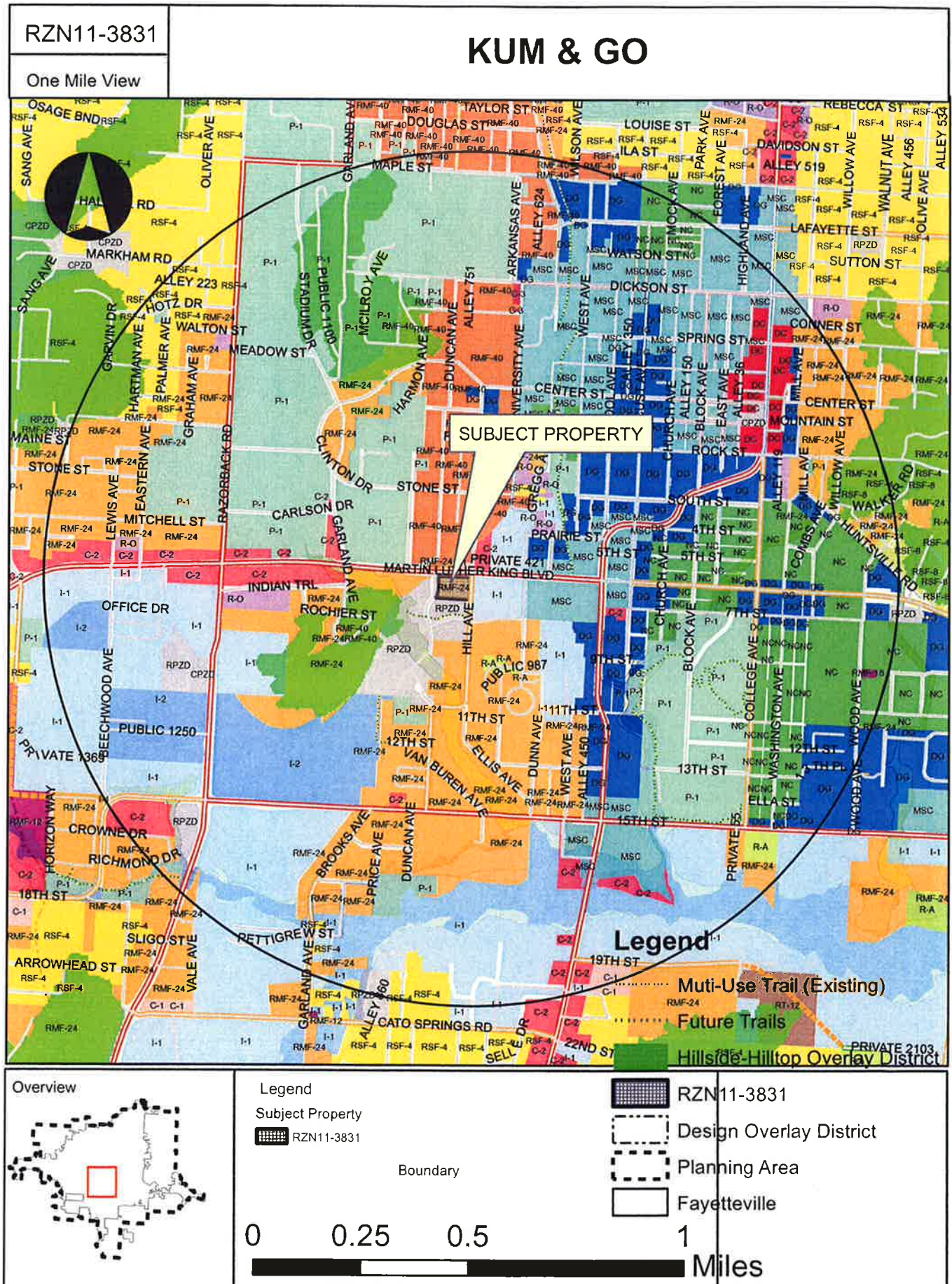
Planning Commission
May 23, 2011
Page 7 of 8

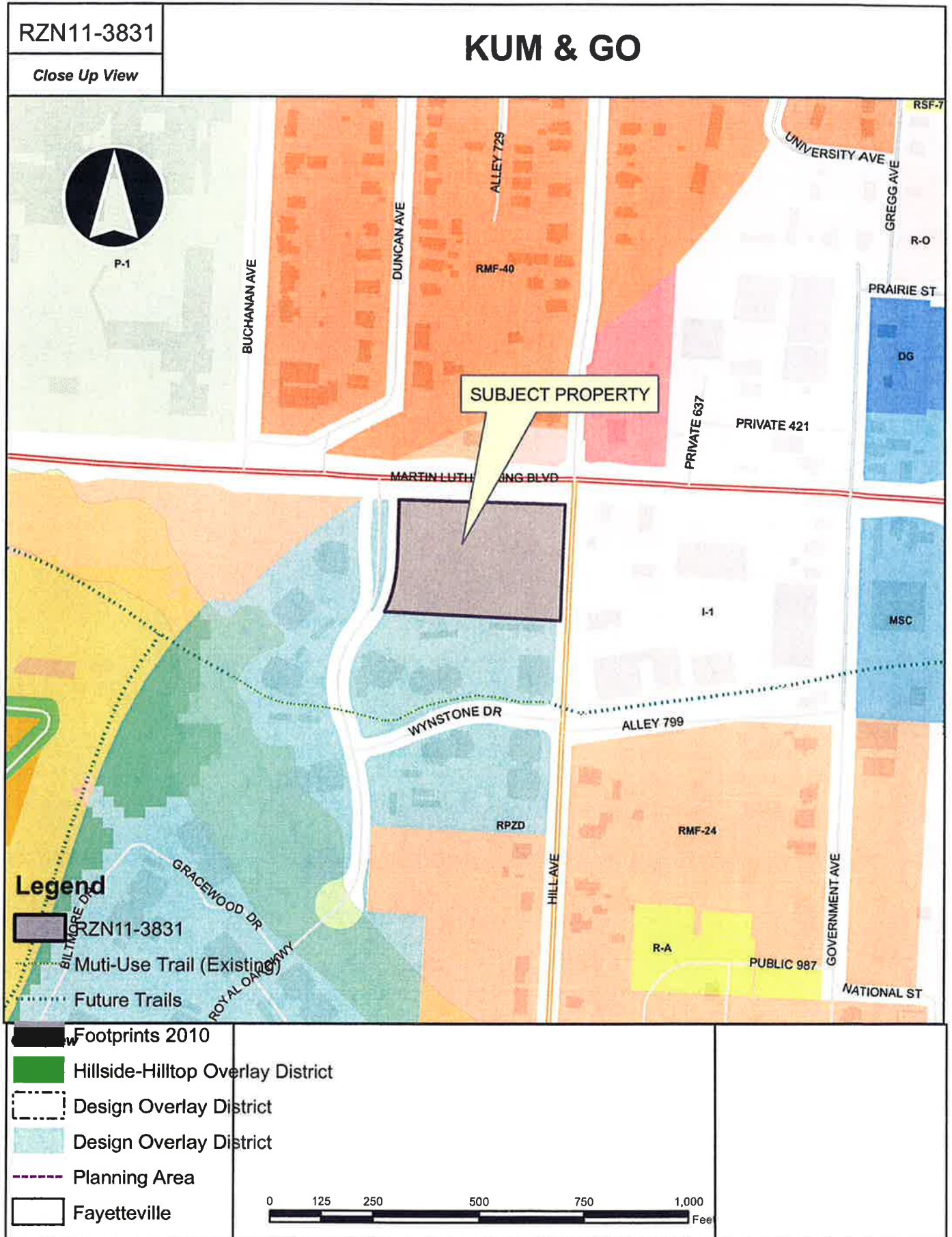
Commissioner Cook stated that the most appropriate zoning for this property is Community Services, and asked the city attorney to clarify if the commission should consider the development concept presented by the applicant.

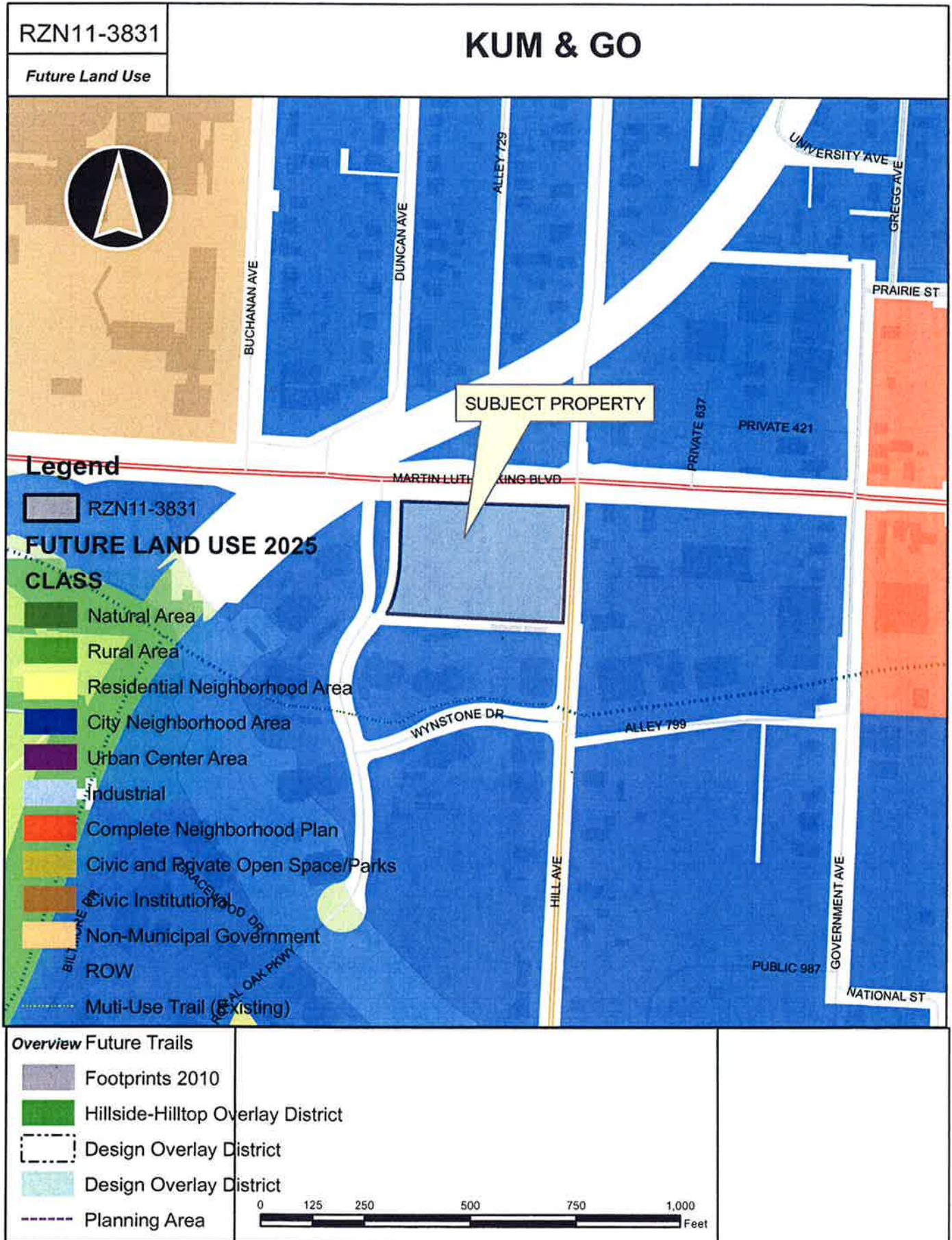
Williams stated that the commissioner should not consider the proposed development during the rezoning request.

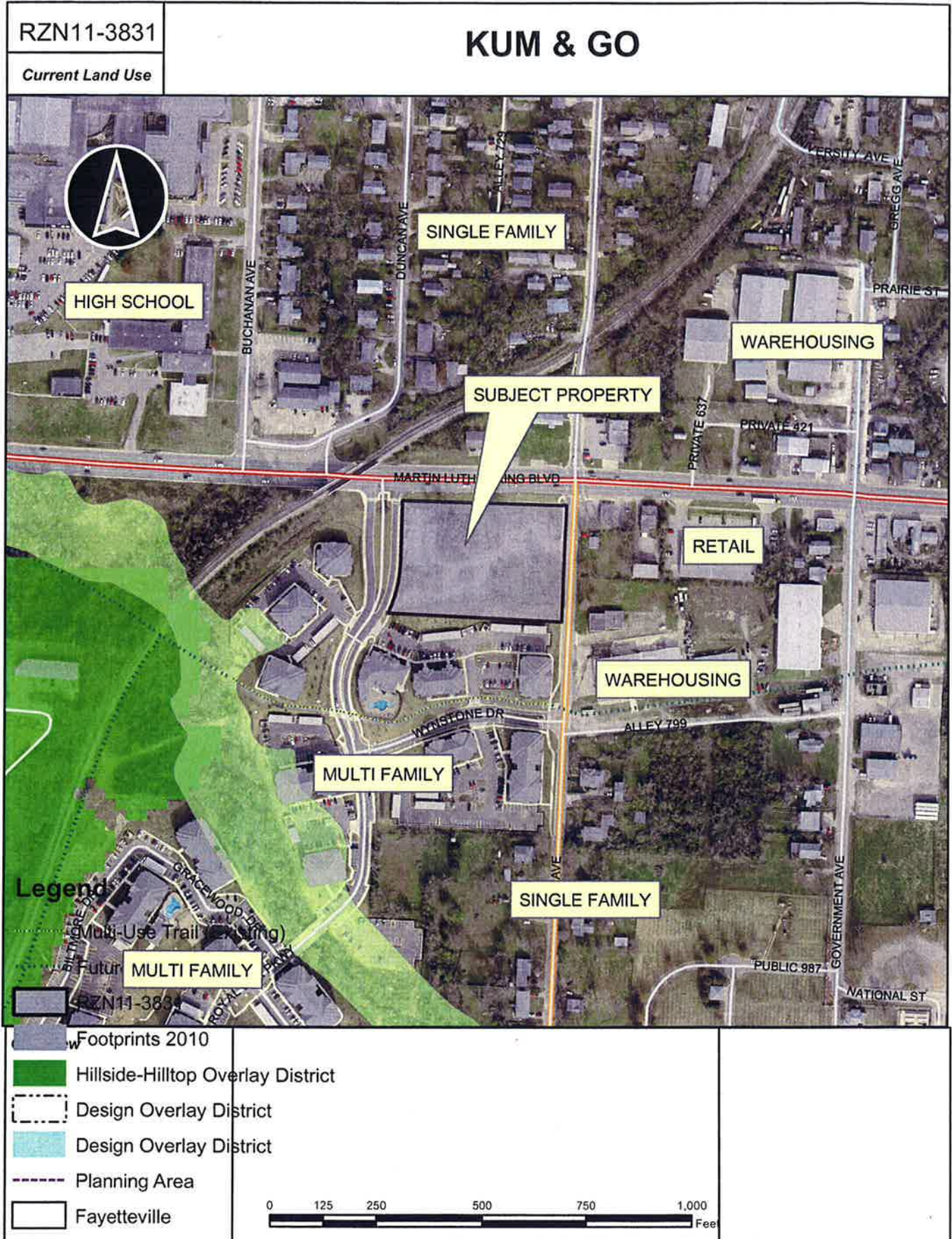
Motion:

Commissioner Cook made a motion to forward RZN 11-3831 to the City Council with a recommendation to approve a zoning district of CS, Community Services. **Commissioner Earnest** seconded the motion. **Upon roll call the motion passed with a vote of 7-2-0 (Commissioners Honchell and Hoskins voting 'No').**









City of Fayetteville Staff Review Form

C. 1
 RZN 11-3857 (510 West
 11th Street/989 South
 School Avenue/Sale Barn)
 Page 1 of 30

City Council Agenda Items
 and
 Contracts, Leases or Agreements

7/19/2011

City Council Meeting Date
 Agenda Items Only

Dara Sanders
 Submitted By

Planning
 Division

Development Services
 Department

Action Required:

RZN 11-3857: Rezone (510 WEST 11TH STREET/989 SOUTH SCHOOL AVENUE/SALE BARN, 562): Submitted by JUSTIN EICHMANN for property located at 510 WEST 11TH STREET and 989 SOUTH SCHOOL AVENUE (THE SALE BARN). The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE, I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL, and DG, DOWNTOWN GENERAL and contains approximately 12.00 acres. The request is to rezone the subject property to CS, COMMUNITY SERVICES.

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

06-26-2011
 Date

Previous Ordinance or Resolution #


 City Attorney

6-30-2011
 Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director

7/1/11
 Date

Received in City Clerk's Office 06-30-11 P01:20 RCVD



 Chief of Staff

7/1/11
 Date

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 Mayor's Office

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Comments:



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CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Dara Sanders, Current Planner

Date: June 29, 2011

Subject: RZN 11-3857 (Sale Barn)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to rezone the subject property from I-1, Heavy Commercial/Light Industrial, RMF-24, Residential Multi-family, 24 units/acre, and DG, Downtown General to CS, Community Services

BACKGROUND

The subject property, located south of Martin Luther King Jr. Boulevard and west of South School, was developed in 1950 as the Washington County Sale Barn (see attached aerial imagery). The 12-acre project boundary has frontage onto South School, 11th Street, Dunn Avenue, National Street, and Government Avenue and includes several lots encompassed by three zoning districts: I-1, Heavy Commercial/Light Industrial, RMF-24, Residential Multi-family, 24 units/acre, and DG, Downtown General.

In May of 2009, the property owner submitted a rezoning application for approximately 8.87 acres of the subject property, which excluded the property with frontage onto South School Avenue and two large parcels adjacent to Government Avenue, proposing to rezone the property from I-1, Heavy Commercial/Light Industrial to RMF-24, Residential Multi-family, 24 units/acre to DG, Downtown General. After much discussion and public comment, primarily related to the adjacent National Cemetery's plans for expansion in the future, the Planning Commission recommended approval of the rezoning. The City Council, however, voted 3-4-1, and did not approve the rezoning.

The underlying RMF-24 and DG districts that encompass part of the property under consideration are consistent with the City's land use planning objectives within City Plan 2025. Both are designed as form-based zoning districts that require traditional town form with a build-to zone. The DG district allows for a mixture of residential and nonresidential uses, while the RMF-24 zoning district is primarily designed to accommodate moderately dense multi-family uses.

The current underlying I-1 district, which regulates a majority of the subject property, is not consistent with the City's planning policies or the future land use designation of City Neighborhood in this area of the city. The permitted uses in the I-1 zoning district, which include warehousing, wholesale, manufacturing, and bulk petroleum storage facilities, are not compatible with the surrounding residential, office, and commercial uses. These types of uses typically generate a high volume of large truck traffic and produce noise, noxious odors, vibrations, and other nuisances that could be detrimental to adjoining or surrounding uses. In addition, the proximity of the I-1 district to the National Cemetery, to the west, is an incompatible zone.

The development pattern of the CS zoning district is consistent with and complementary to the existing community character of the surrounding neighborhood dating back to the 1930s, particularly in an area that is transitional in use, from higher intensity commercial along a busy arterial (to the north and east) to a single-family neighborhood (to the west). Further, the CS zoning district incorporates both Nonresidential Design Standards and Urban Residential Design

Standards, which regulate building mass, scale, and design and requires pedestrian-oriented elements to be incorporated into the site.

DISCUSSION

On June 27, 2011, the Planning Commission forwarded this item to the City Council with a recommendation of approval for the CS, Community Services zoning district with a vote of 6-1-0 (Commissioner Winston voted "no").

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 11-3857, FOR APPROXIMATELY 12 ACRES, LOCATED AT 510 WEST 11TH STREET AND 989 SOUTH SCHOOL AVENUE (THE SALE BARN) FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE, I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL, AND DG, DOWNTOWN GENERAL TO CS, COMMUNITY SERVICES

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 changes the zone classification of the following described property from RMF-24, Residential Multi-Family, 24 units/acre, I-1, Heavy Commercial/Light Industrial, and DG, Downtown General to CS, Community Services, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amended the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED this day of , 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

C. 1
RZN 11-3857 (510 West
11th Street/989 South
School Avenue/Sale Barn)
Page 5 of 30

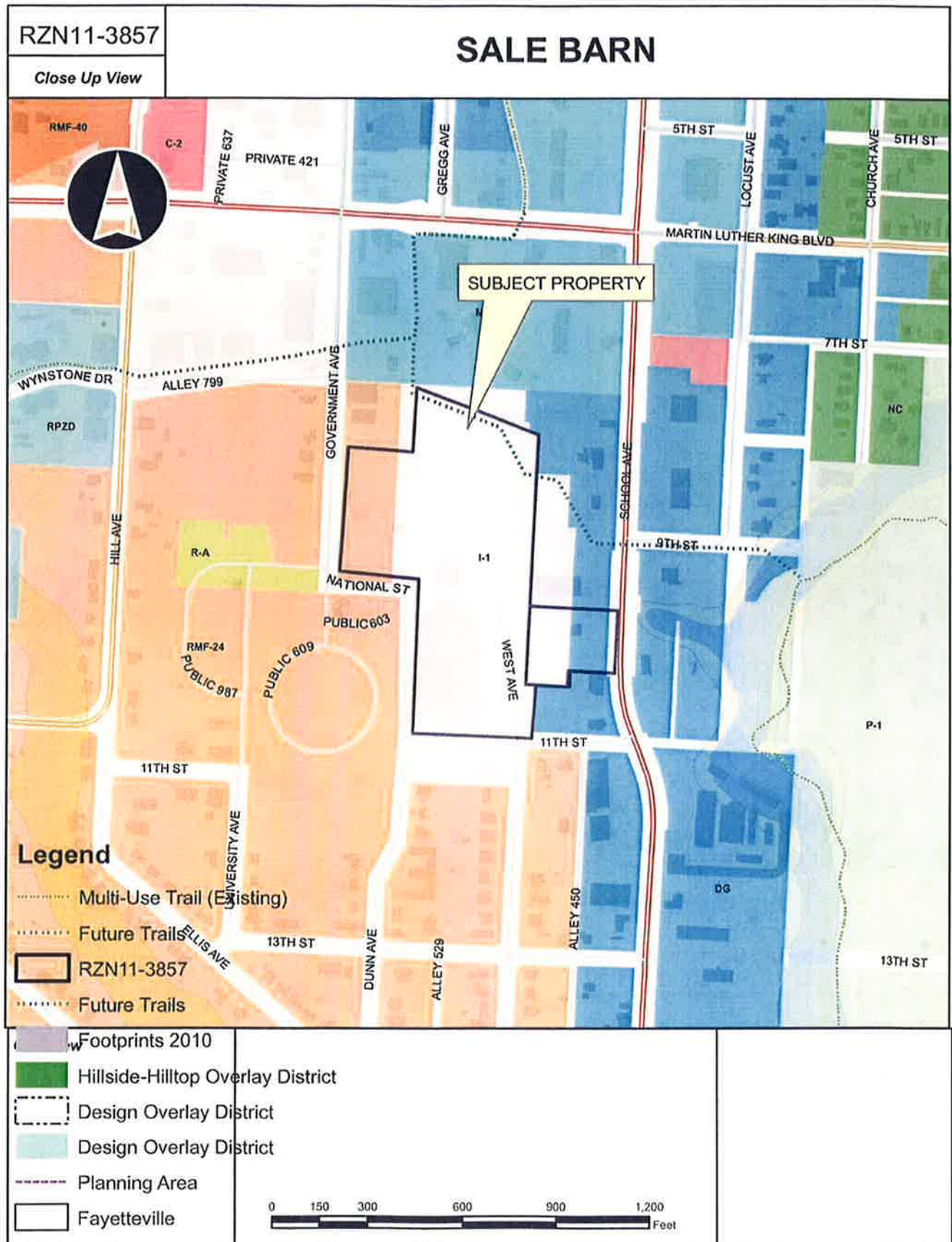


EXHIBIT "B"
RZN 11-3857

989 S. SCHOOL:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, IN TOWNSHIP 16 NORTH OF RANGE 30 WEST, OF THE 5TH P.M., MORE PARTICULARLY DESCRIBED AS ALL OF LOTS NUMBERED FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) AND A PART OF LOTS NUMBERED SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), AND TWENTY (20) ALL IN BLOCK NUMBERED SEVENTEEN (17) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ALL DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT NUMBERED FIVE (5) ON THE WEST LINE OF SCHOOL STREET IN SAID BLOCK, AND RUNNING THENCE WEST TWO HUNDRED EIGHTY-FOUR (284) FEET TO A POINT SIXTEEN (16) FEET EAST OF THE NORTH WEST CORNER OF LOT NUMBERED TWENTY (20) IN SAID BLOCK; THENCE SOUTH TWO HUNDRED FIFTY (250) FEET TO THE SOUTH LINE OF SAID LOT NUMBERED SIXTEEN (16) AT A POINT SIXTEEN (16) FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ONE HUNDRED THIRTY-FOUR (134) FEET; THENCE NORTH FIFTY (50) FEET; THENCE EAST ONE HUNDRED FIFTY (150) FEET TO THE SOUTHEAST CORNER OF SAID LOT EIGHT (8) AT A POINT ON WEST LINE OF SCHOOL STREET; THENCE NORTH ALONG THE WEST LINE OF SAID STREET TWO HUNDRED FEET TO THE PLACE OF BEGINNING.
AND

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT NUMBERED EIGHT (8) IN BLOCK NUMBERED SEVENTEEN (17) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AND RUNNING THENCE WEST SIX (6) FEET, THENCE SOUTH FIFTY (50) FEET, THENCE EAST SIX (6) FEET, THENCE NORTH FIFTY (50) FEET TO THE POINT OF BEGINNING.

SALE BARN PROPERTY:

PART OF THE NW/4 OF THE NE/4 AND PART OF THE NE/4 OF THE NW/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID NW/4 OF THE NE/4; THENCE S0°46'21"W ALONG THE WEST LINE OF SAID FORTY 230.00 FEET; THENCE S71°53'27"E 18.86 FEET TO THE POINT OF BEGINNING AND RUN THENCE S71°53'27"E 414.70 FEET TO A FOUND IRON PIN, WHICH IS 16 FEET EAST OF THE NORTHWEST CORNER OF BLOCK 16 OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS; THENCE S0°07'02"E 795.21 FEET TO THE SOUTH LINE OF LOT 16, BLOCK 17, OF SAID FERGUSON'S ADDITION; THENCE S89°10'06"E 32.00 FEET TO A FOUND IRON PIN; THENCE S0°49'54" W 170.06 FEET TO THE SOUTH LINE OF SAID NW/4 OF THE NE/4; THENCE S89°18'05"W ALONG SAID SOUTH LINE 379.82 FEET TO THE EAST LINE OF DUNN STREET; THENCE N0°49'05"W ALONG SAID EAST LINE 490.17 FEET TO THE NORTH LINE OF NATIONAL STREET; THENCE N87°19'20"W ALONG SAID NORTH LINE 250.49 FEET

TO THE EAST LINE OF GOVERNMENT AVENUE; THENCE N0°40'27"E ALONG SAID EAST LINE 398.45 FEET; THENCE S88°35'28"E ALONG AN EXISTING FENCE 204.31 FEET; THENCE N0°46'21"E ALONG AN EXISTING CHAIN LINK FENCE 204.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.95 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

THE ABOVE DESCRIPTION COVERS ALL UNOPENED STREETS AND ALLEYS WITHIN THE ABOVE DESCRIBED BOUNDARY OF ALL BLOCKS 18 AND 19; THE WEST 16 FEET OF BLOCK 16; THE WEST 16 FEET OF LOTS 16 TO 24 INCLUSIVE, BLOCK 17; THE WEST 48 FEET OR THE WEST 1/3 OF LOTS 13, 14 AND 15 OF BLOCK 17 AND PART OF LOT 6 OF BLOCK 20 OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

SUBJECT TO THE RIGHT OF WAY OF ELEVENTH STREET ALONG THE SOUTH SIDE OF THE ABOVE DESCRIBED TRACT.



PC Meeting of June 27, 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: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~June 15, 2011~~ Updated June 29, 2011

RZN 11-3857: Rezone (510 WEST 11th ST./989 SOUTH SCHOOL AVE./SALE BARN, 562): Submitted by JUSTIN EICHMANN for property located at 510 WEST 11TH STREET and 989 SOUTH SCHOOL AVENUE (THE SALE BARN). The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE, I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL, and DG, DOWNTOWN GENERAL and contains approximately 12 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Planner: Dara Sanders

BACKGROUND:

Property Description: The subject property, located south of Martin Luther King Jr. Boulevard and west of South School, was developed in 1950 as the Washington County Sale Barn (see attached aerial imagery). The 12-acre project boundary has frontage onto South School, 11th Street, Dunn Avenue, National Street, and Government Avenue and includes several lots encompassed by three zoning districts: I-1, Heavy Commercial/Light Industrial, RMF-24, Residential Multi-family, 24 units/acre, and DG, Downtown General.

SURROUNDING LAND USE AND ZONING:

Direction from Site	Land Use	Zoning
North	Farmer's Cooperative	Main Street/Center
South	Residential	I-1, Light Industrial RMF-24, Residential Multi-family 24 units/acre
East	Offices, Restaurants	Downtown General
West	National Cemetery Residential	RMF-24, Residential Multi-family 24 units/acre R-A, Residential Agricultural

History: In May of 2009, the property owner submitted a rezoning application for approximately 8.87 acres of the subject property, which excluded the property with frontage onto South School Avenue and two large parcels adjacent to Government Avenue, proposing to rezone the property from I-1, Heavy Commercial/Light Industrial to RMF-24, Residential Multi-family, 24

units/acre. Staff did not support rezoning the property for multi-family use exclusively, and worked with the applicant to find a zoning district more in keeping with the City Plan's goal to develop with a traditional town form, with a low-intensity and compatible land use in this area. The applicant revised the application to rezone to the Downtown General (DG) district. After much discussion and public comment, primarily related to the adjacent National Cemetery's plans for expansion in the future, the Planning Commission recommended approval of the rezoning. The City Council, however, voted 3-4-1, and did not approve the rezoning.

Proposal: The applicant has submitted a new rezoning application for the original property plus additional land and proposes to rezone the property from I-1, Heavy Commercial/Light Industrial, RMF-24, Residential Multi-family, 24 units/acre, and DG, Downtown General to CS, Community Services. This new application includes three additional parcels, which would provide future redevelopment of the property with access onto South School Avenue.

Public Comment: Staff has not received public comment either for or against the rezoning but has received inquiries about the proposal.

Discussion: The underlying RMF-24 and DG districts that encompass part of the property under consideration are consistent with the City's land use planning objectives within City Plan 2025. Both are designed as form-based zoning districts that require traditional town form with a build-to zone. The DG district allows for a mixture of residential and nonresidential uses, while the RMF-24 zoning district is primarily designed to accommodate moderately dense multi-family uses.

The current underlying I-1 district, which regulates a majority of the subject property, is not consistent with the City's planning policies or the future land use designation of City Neighborhood in this area of the city. The permitted uses in the I-1 zoning district, which include warehousing, wholesale, manufacturing, and bulk petroleum storage facilities, are not compatible with the surrounding residential, office, and commercial uses. These types of uses typically generate a high volume of large truck traffic and produce noise, noxious odors, vibrations, and other nuisances that could be detrimental to adjoining or surrounding uses. In addition, the proximity of the I-1 district to the National Cemetery, to the west, is an incompatible zone.

The development pattern of the CS zoning district is consistent with and complementary to the existing community character of the surrounding neighborhood dating back to the 1930s, particularly in an area that is transitional in use, from higher intensity commercial along a busy arterial (to the north and east) to a single-family neighborhood (to the west). Further, the CS zoning district incorporates both Nonresidential Design Standards and Urban Residential Design Standards, which regulate building mass, scale, and design and requires pedestrian-oriented elements to be incorporated into the site.

RECOMMENDATION:

Finding that the proposed rezoning is consistent with City Plan 2025 and based on the additional findings stated herein, staff recommends approval of RZN 11-3857.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>June 27, 2011</u>		☐ Tabled	☒ Forwarded	☐ Denied	
Motion: Chesser					
Second: Honchell					
Vote: 6-1-0 (Commissioner Winston voted "no")					
CITY COUNCIL ACTION:		Required	<u>YES</u>		
		☐ Approved	☐ Denied		
Date:					

INFRASTRUCTURE:

- Streets:** The site has access to School Avenue, National Street, Dunn Avenue and 11th Street. The two local streets are older partially improved city streets. Full street improvements will be evaluated with development submittal. The principal arterial is improved for vehicular traffic, however street improvements will be evaluated with development for pedestrian access, greenspace, and signalization or other improvements. West Avenue is un-constructed public right-of-way that is used as a gravel access to the existing facility. Right-of-way vacation or improvements will be considered at time of development.
- Water:** Public water is available to the property. There is a 6" main along Government Avenue, National Street, Dunn Avenue and 11th Street. There is also a 6" main along the east side of South School Avenue. The capacity of these mains will need to be evaluated at the time of development to insure adequate flow for domestic and fire flows.
- Sewer:** Sanitary sewer is available to the site. There is an 8" public main along Government Avenue. There is a 6" public main in the right of way for 9th Street that crosses under South School Avenue to the east. There is a 6" public main along 11th Street. The capacity of these lines will need to be evaluated at the time of development.
- Drainage:** Standard improvements and requirements for drainage will be required for the development. This property is affected by the 100-year floodplain. This property is affected by the Streamside Protection Ordinance related to Tanglewood Branch along the north-northeast boundaries.

Police: The Fayetteville Police Department has expressed similar concerns with this request as those submitted in 2009, that most of the permitted uses would not substantially increase the traffic danger and congestion, but if the site were fully constructed to its maximum level of density, these issues could become a concern.

Fire: The Fayetteville Fire Department does not feel this development will affect calls for service or response times. Response time is estimated to be 4 minutes from Station No. 1.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan designates this site as **City Neighborhood Area**, which encourages a denser and primarily residential urban fabric served by low-intensity nonresidential uses, within a complete, compact, and connected neighborhood.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The majority of the subject property was developed in the 1950's, prior to the City's adoption of comprehensive zoning regulations, to accommodate livestock auctions. This remains the current use of the property, considered a "nonconforming use", as it is not a permitted use in any of the underlying zoning districts, which include RMF-24, Residential Multi-family, 24 dwelling units per acre, I-1, Heavy Commercial and Light Industrial, and DG, Downtown General. This nonconforming use is allowed to remain in accordance with the regulations of Chapter 164.12, Nonconforming Uses and Structures.

The underlying RMF-24 and DG districts are consistent with the City's land use planning objectives, Future Land Use Plan, and City Plan 2025. Both are designed as form-based zoning districts that require traditional town form with a build-to zone. The DG district allows for a mixture of residential and nonresidential uses, while the RMF-24 zoning district is primarily an urban residential district that would allow a limited selection of low-intensity nonresidential uses with Planning Commission approval of a conditional use permit.

The current underlying I-1 district, which regulates a majority of the subject property, is not consistent with the City's planning policies or the future land use designation of City Neighborhood. The permitted uses in the I-1 zoning district, which include warehousing, wholesale, manufacturing, and bulk petroleum storage facilities, are not compatible with the surrounding residential, office, and commercial uses. These types of uses typically

generate a high volume of large truck traffic and produce noise, noxious odors, vibrations, and other nuisances that could be detrimental to adjoining or surrounding uses. In addition, the I-1 district is not compatible with the nearby National Cemetery.

Staff finds that the proposed CS, Community Services, zoning district is compatible with the surrounding properties and consistent with the City's planning objectives, principles, and policies and with the City's Future Land Use Plan.

The development pattern of the CS zoning district is consistent with and complementary to the existing community character of the surrounding neighborhood dating back to the 1930s, particularly in an area that is transitional in use, from higher intensity commercial along a busy arterial (to the north and east) to a single-family neighborhood (to the west). Further, staff finds that the CS district is consistent with the surrounding form-based zoning districts (MSC, Main Street Center, RMF-24, and DG) that require similar and compatible uses and an urban form.

City Plan 2025 is Fayetteville's comprehensive plan that establishes the City's planning principles and objectives. Specifically, this plan communicates the City's vision of the way in which it will grow and evolve with time, and it outlines specific actions that will assist the City in achieving its vision. Specifically, City Plan 2025 identifies site-sensitive, appropriate infill as a priority. Action III, to develop and implement a form-based code, was taken when the City adopted the CS, Community Services zoning district, which was specifically designed to provide convenience goods and personal services for persons living in the surrounding residential areas and to provide for adaptable mixed use centers in a traditional urban form with buildings that address the street.

Goal 1 states that we will make appropriate infill and revitalization our highest priorities. The uses and development form associated with the underlying I-1 zoning district would not allow for the appropriate infill and revitalization of the subject property, and does not permit uses that will serve the surrounding residential areas. Staff finds that the proposal to rezone the majority of the subject property from I-1 to CS will allow for appropriate infill and revitalization of this property, which will incorporate this property into the surrounding neighborhood and contribute to a stronger neighborhood fabric.

Goal 2, to discourage suburban sprawl, and Goal 3, to make traditional town form the standard, refer specifically to the practice of separating uses. Staff finds that a rezoning action should consider the short-term as well as the long-term potential of a property. The bulk and area requirements of the

underlying I-1 zoning district, designed for warehousing, heavy commercial and other such uses, require a form that separates all development from the surrounding properties and neighborhood. However, the CS district is designed to produce a traditional town form and allows for both the short-term redevelopment and the long-term reuse of the property, which is consistent with Goals 2 and 3 and contributes to a longer lifespan of the property and a stronger neighborhood fabric.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that redevelopment of the subject property is highly likely. The use of the property for cattle auctions/transport has dramatically decreased. Therefore, a rezoning request for the subject property is justified and needed at this time. Retaining the existing zoning to keep the property from redeveloping is inconsistent with the City's adopted goals, and does not serve the best interest of the City. As discussed in Finding #1, the underlying I-1 zoning district is not consistent with the City Neighborhood Area land use designation for the subject property and would permit uses by-right that generate a high volume of large truck traffic and produce noise, noxious odors, vibrations, and other nuisances that could be detrimental to adjoining or surrounding uses.

Furthermore, land use and development has shifted significantly since the 1950's development of the subject property for the sale of livestock. Staff finds that the applicant's proposal to rezone the subject property to CS, Community Services would allow for the redevelopment of the property in a form that is more consistent with the City's policies and, more importantly, would protect the health, safety, and general welfare of the adjacent and surrounding properties.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: It is expected that the request could result in the potential for an increase in traffic compared with that allowed under the existing zoning, or as the property is developed today. The Police Department has expressed concern in both the 2009 and 2011 applications, that a full and maximum build-out of the property could cause concerns. As a response, any development proposal submitted to the City is reviewed for traffic impact and is required to mitigate that impact proportional to the development being proposed. Examples of some typical street improvements that have occurred with development of similarly-sized sites including widening, curb and gutter, traffic signals, bridge assessments, trails and sidewalks.

As discussed in the analysis of the existing infrastructure available to the subject property on pages three and four of this staff report, this site has access to five public streets: Government Avenue, National Street, Dunn Avenue, 11th Street, and South School Avenue. The attached project maps also show the existing platted rights-of-way for 9th Street, West Street, and their associated alleys that traverse through the project boundary. Should the scope of future redevelopment of the property warrant internal street improvements, staff will evaluate the need for extending these street connections through the property in accordance with the requirements of Chapter 166.08, Street Design and Access Management Standards.

Overall, it is staff's opinion that with adequate improvements to adjacent and internal streets, the proposed zoning of the 12 acres will not appreciably increase traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Staff finds that the proposed zoning would not create undesirable impacts to public services, or a density that is incompatible with the surrounding area, based on a review of infrastructure, existing land uses, and the development potential of the property.

Increased load on public services were taken into consideration and comments from the Engineering, Fire, and Police Departments are included in this report.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: Not applicable. Staff recommends approval of the applicant's request.

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(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 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartment:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.	8 ft.	25 ft.
HHOD Front	HHOD Side	HHOD Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	60ft.
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Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

161.25 Downtown General

(A) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum. None.*

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

161.27 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial

districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density. None.*

(D) *Bulk and area regulations. None.*

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear, when adjoining C, I, or P districts	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area. None.*

(2) *Lot area minimum.* None

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(E) *Setback regulations.*

Front:	The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a residential district:	15 feet

(F) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(G) *Minimum buildable street frontage.* 65% of the lot width.

ENGINEERING COMMENTS:

RZN 11-3857: Rezone (510 WEST 11th ST./989 SOUTH SCHOOL AVE./SALE BARN, 562): Submitted by JUSTIN EICHMANN for property located at 510 WEST 11TH STREET and 989 SOUTH SCHOOL AVENUE (THE SALE BARN). The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE, I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL, and DG, DOWNTOWN GENERAL and contains approximately 12 acres. The request is to rezone the property to CS, COMMUNITY SERVICES
Planner: Dara Sanders

Public water is available to the property. There is a 6" main along Government Ave, National St., Dunn Ave. and 11th St. The capacity of this main will need to be evaluated at the time of development to insure adequate flow for domestic and fire flows.

Sanitary sewer is available to the site. There is a 8" public Main along Government Ave. There is a 6" public main in the right of way for 9th street to the east. There is a 6" public main along 11th St. The capacity of these lines will need to be evaluated at the time of development.

The site has access to School Ave, National St, Dunn Ave. and 11th St. The two local streets are older partially improved city streets. Full street improvements will be evaluated with development submittal. The principle arterial is improved for traffic, however street improvements will be evaluated with development for pedestrian access and greenspace requirements. West Ave is identified but not constructed to street standards, used as gravel access to existing facility, vacation or improvements will be considered at time of development.

The parcel has various public rights of way that may need to be evaluated for vacation at time of development.

This property is affected by the Streamside Protection Ordinance relate to Tanglewood Branch along the north-northeast boundaries.

Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain.

Date 6/16/11

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for comments on proposed RZN 11-3857 for property located at the old Washington County Sale Barn, north of 11th Street and east of Government Avenue.

On May 16, 2009, I expressed concern that RZN 09-3271, which is a smaller part of the current proposed area, could possibly cause increases in police services and an increase in traffic danger and congestion in the area.

This rezoning is much larger and would allow an even higher density of multi-family dwellings. Although I feel that most all of the permitted uses would not substantially increase the traffic danger and congestion, if the entire subject property were built to the maximum allowable multi-family levels, I would have the same concern for traffic danger and congestion in the area as I expressed in 2009.

Sincerely,

Captain William Brown
Fayetteville Police Department



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



FIRE DEPARTMENT
303 West Center Street
Fayetteville, AR 72701
P (479) 575-8365 F (479) 575-0471

C. 1
RZN 11-3857 (510 West
11th Street/989 South
School Avenue/Sale Barn)

Page 20 of 36

Zoning Review

To: Dara Sanders

From:

Date: June 15, 2011

Re: RZN 11-3857: Rezone (510 WEST 11th ST./989 SOUTH SCHOOL AVE./SALE BARN, 562): Submitted by JUSTIN EICHMANN for property located at 510 WEST 11TH STREET and 989 SOUTH SCHOOL AVENUE (THE SALE BARN). The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE, I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL, and DG, DOWNTOWN GENERAL and contains approximately 12 acres. The request is to rezone the property to CS, COMMUNITY SERVICES

Planner: Dara Sanders

This development will be protected by Engine 1 located at 303 W. Center Street.
It is 3 miles from the station with an anticipated response time of 4 minutes to the beginning of the development.
The change of zoning from RMF-24 to CS will not affect our calls for service or response time.

If you have any questions please feel free to contact me.

Terry Lawson
Fayetteville Fire Department

**HARRINGTON, MILLER, KIEKLAK,
EICHMANN & BROWN, P.A.**
ATTORNEYS

MICHELE A. HARRINGTON, P.A.
STEPHEN J. MILLER, P.A.
THOMAS N. KIEKLAK
R. JUSTIN EICHMANN
J. GREG BROWN

113 E. Emma Avenue, P.O. Box 687
Springdale, Arkansas 72765-0687
Telephone (479) 751-6464
Fax (479) 751-3715
www.arkansaslaw.com

LUCAS T. REGNIER

OF COUNSEL:
STEPHEN D. STITT

April 28, 2011

Jeremy Pate
Development Services Director
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RE: Application for Rezoning – Sale Barn and S. School Properties

Dear Mr. Pate,

I represent Billy Joe Bartholomew, Trustee of the Billy Joe Bartholomew Revocable Trust u/t/d January 17, 1992 (“Billy Joe Bartholomew Trust”) and Billy Joe Bartholomew, Phyllis Bartholomew and Dwight Bartholomew, Trustees of the Argil Cletus Bartholomew Revocable Trust, u/t/d January 17, 1992 (“Argil Cletus Bartholomew Trust”). Please have this letter serve as my clients’ response to the written description of items contained in No. 5 of the Rezoning Checklist, which is a part of the application for Rezoning submitted by my clients to the City of Fayetteville.

a. Current ownership Information and proposed or pending property sales.

The Properties included in the proposed rezoning include an approximately 11-acre tract located at 510 W. 11th Street owned by the Billy Joe Bartholomew Trust (known locally as the “Sale Barn”) and an approximately 1-acre tract of property located at 989 South School Ave. owned by the Argil Cletus Bartholomew Trust (referred to herein as the “South School 1-Acre Tract”) (both properties are collectively referred to herein as the “Properties”). True and correct copies of the most recent deeds for the Properties are attached to this letter. Both Properties are under contract for sale to Campus Crest Development, LLC. The Sale Barn property is currently being used for livestock auctions and other livestock services, while the South School 1-Acre Tract is currently used by tenants who operate an automobile brokering service and an insurance business/tax preparation business. In the past, the South School 1-Acre Tract has been used as a used car lot.

b. Reason (need) for requesting the zoning change.

The reason for this rezoning request is to be able complete the sale of both of the family properties to a 3rd party for future development. The current zoning for the Sale Barn

Property is split between RMF-24, Residential Multi-Family on the northwest corner and I-1, Heavy Commercial/Light Industrial for the remaining 8.87 acres. The current zoning for the South School 1-Acre Tract is split between DG, Downtown General on the east half and I-1, Heavy Commercial/Light Industrial on the west half of the property. Since the late 1930's the Bartholomew family has owned and operated a livestock auction and animal services business known as the Washington County Sale Barn on the Sale Barn Property. While the Sale Barn was once indicative of the rural nature of the surroundings, over the years the Sale Barn property has increasingly been surrounded by more urban uses and is now in an area considered to be in close proximity to the downtown city center. Although livestock transactions are still taking place at the Sale Barn, the Bartholomew family believes that is not feasible for livestock services to continue to operate at the location and that down-zoning to a district classification that better compliments the character of the surrounding area is necessary.

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The Properties are located south of Martin Luther King, Jr. Blvd. and west of South School Ave. The land to the north includes properties that are zoned MSC - Main Street/Center and I-1, Heavy Commercial/Light Industrial. They include the Farmer's Co-op, Howard Barnes Livestock Trucking, Alston Salon, J.C. Small Engine Repair, Vaughn Battery, Life Harvest Church, Central EMS and a Coors Beer Distributorship warehouse. The land to the east includes properties that are zoned mostly DG - Downtown General, specifically restaurants and a small Asian grocery store, Parish's Auto Repair and Mountain Mechanical Contractors with an Advance Auto Parts, a Tire Tracks and a Hobby Shop Auto Repair located directly across South School Ave. The land to the south consists of properties that are zoned I-1, Heavy Commercial/Light Industrial and RMF-24 and DG, Downtown General and includes the Fayetteville Motor Exchange, a strip mall which includes a tobacco store, a restaurant, a pawn shop and a Dollar General before transitioning to single family and multifamily housing. The land to the west is zoned RMF-24 and largely includes the Fayetteville National Cemetery, but farther to the south and the west of the cemetery is a neighborhood of mostly single family residences as well as a large multi-family housing complex known as the Hill Place Apartments. The proposed rezoning from the Properties' current conventional zones to the form-based Community Services classification will compliment the urban nature and appearance of the surrounding properties and provide an appropriate infill transition to the residential uses to the further south and the west of the Properties. The rezoning and eventual development will likely lead to an increase of traffic as compared to the existing use, however as opposed to the previous attempt to rezone the Sale Barn Property in 2009, the Properties associated with this proposed rezoning now have significant frontage along South School Avenue along with the frontage along Dunn St., 11th Street and Government Avenue which will provide a better opportunity to alleviate the impact of traffic to and from this site associated with its future use. Furthermore, the Properties are in close proximity to the Fayetteville trail system and the downtown area

which allow for a pedestrian friendly development with safe and convenient access to alternative means of transportation to the University of Arkansas and other destinations throughout the city. The proposed rezoning would be consistent with the surrounding area with respects to signage.

d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

Water and sewer service are readily available to both Properties. According to the City Engineering Division there is an existing 6" waterline on 11th Street, Dunn Avenue and Government Avenue. There is an existing 8" sewer line on Government Street and also to the north there is an existing 8" sewer line.

e. The degree to which the proposed zoning is consistent with land use planning objective, principles, and policies and with land use and zoning plans.

The proposed zoning is consistent with the City's adopted land use planning objectives and principles found in City Plan 2025 as well as the draft City Plan 2030. The current I-1, Heavy Commercial/Light Industrial zoning, as well as the current use as livestock auction and animal services, is not consistent with the City Neighborhood land use designation found in the City Plan 2025 and the draft City Plan 2030 and are not compatible with adjacent properties and uses. Community Services provides a more appropriate classification for the Properties than the current conventional zones and coincides with the community vision goals contained in the City Plan 2025 and the draft 2030 City Plan. Notably, the proposed rezoning is in furtherance of the draft 2030 City Plan Goal 1: We will make appropriate infill and revitalization our high priorities; Goal 2: We will discourage suburban sprawl; Goal 3 – We will make traditional town form the standard and Goal 4 – We will create opportunities for attainable housing.

f. Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed zoning is justified and necessary in the short term for the owners to complete the sale of the Properties to a third party, but in the long term the rezoning will better compliment the surrounding area through the implementation of an urban form classification rather than the existing conventional zones. Possible uses under the current I-1, Heavy Commercial/Light Industrial zone includes manufacturing, warehousing, gasoline sales and the existing animal services use that are considered incompatible with the City Neighborhood Area designation. The Community Services classification would enable the use of form-based code classification that supports the City's vision and is better suited for the Properties' transitional nature between the commercial uses that lie to the north, east and south and the single and multi-family uses that lie further to the south and west.

g. Whether the proposed zoning will create or appreciable increase traffic danger and congestion.

The rezoning and eventual development will likely lead to an increase of traffic as compared to the existing use, however as opposed to the previous attempt to rezone the Sale Barn Property in 2009, the Properties associated with this proposed rezoning now have significant frontage along South School Avenue along with frontage along Dunn St., 11th Street and Government Avenue which will provide a better opportunity to alleviate the impact of traffic to and from this site. Furthermore, the Properties are in close proximity to the Fayetteville trail system and the downtown area which allow for a pedestrian friendly development with safe and convenient access to alternative means of transportation to the University and other destinations throughout the city.

h. Whether the proposed zoning will alter the population density and there undesirably increase the load on public services including school, water, and sewer facilities.

The proposed zoning would undoubtedly alter the population density of the Properties as its current use as a livestock auction/animal husbandry service and a used car/automobile brokerage lot, or most of the other permitted uses under I-1, Heavy Commercial/Light Industrial, do not usually create population density but rather tend to impact on surrounding properties through other uses that emit noise and offensive odors or attract heavy-vehicle traffic and lead to unsightly and incompatible structures. It is not likely that this proposed zoning would create an undesirable impact to public services, including school, water and sewer facilities.

i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

The current conventional zones of the Properties, specifically the RMF-24, Residential Multi-Family zone and the I-1, Heavy Commercial and Light Industrial zone, allow uses which are incompatible with the surrounding area and the City Neighborhood Area designation. The Community Services classification would enable the use of form-based code classification that supports the City's vision and is better suited for the Properties' transitional nature between the commercial uses that lie to the north, east and south and the single and multi-family uses that lie further to the south and west.

Sincerely,



R. Justin Eichmann

RZN 11-3857: Rezone (510 WEST 11th ST./989 SOUTH SCHOOL AVE./SALE BARN, 562): Submitted by JUSTIN EICHMANN for property located at 510 WEST 11TH STREET and 989 SOUTH SCHOOL AVENUE (THE SALE BARN). The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE, I-1, HEAVY COMMERCIAL/LIGHT INDUSTRIAL, and DG, DOWNTOWN GENERAL and contains approximately 12 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Dara Sanders, Current Planner, gave the staff report.

Justin Eichman, representative, discussed the history of the project and the scope of the new application, which includes the potential to access South School.

Public Comment:

Kathy Kisida believes that the zoning change will drastically change the neighborhood and would prefer that the property be zoned to Neighborhood Conservation or Neighborhood Services.

Aubrey Shepherd discussed the creeks and wetlands near the subject property. He believes that the Sale Barn is compatible and thinks the neighborhood is beautiful.

Leonard Schult hopes for a future connection onto South School.

Ron Butler asked if the City knows what will be built on the property.

Commissioner Cabe explained that the Planning Commission was just reviewing land use and zoning at this time.

Commissioner Chesser discussed with staff the density that would be permitted on the property and the drainage requirements for the property.

Commissioner Cabe asked staff to describe the Neighborhood Conservation and Neighborhood Services zoning districts that were mentioned during the public comment.

Sanders described each district and explained that staff and the City have been asked by the applicant to consider the CS district on the property, for which staff recommends approval.

Commissioner Hoskins and Chris Brown, City Engineer, discussed drainage requirements in the City.

Commissioner Winston described his past concerns with traffic and finds that the district is more compatible than the current zoning district.

Kit Williams, City Attorney, discussed that the CS zoning district is more intense than the underlying DG and RMF-24 zoning districts.

Commissioner Winston stated that he was under the impression that the DG district was more intense.

Commissioners Chesser and Hoskins discussed with staff the development review, variance, and appeal process for the CS district.

Commissioner Chesser finds that CS is appropriate and made a motion to forward the request to the City

Council, which was seconded by Commissioner Honchell.

Commissioner Winston thought that the request was less intense and didn't compare the uses in the zoning districts and explained that he was not comfortable with voting "yes" at this time.

Commissioner Cabe stated his support for the rezoning, finding that the request is a better fit than the existing zoning for the neighborhood.

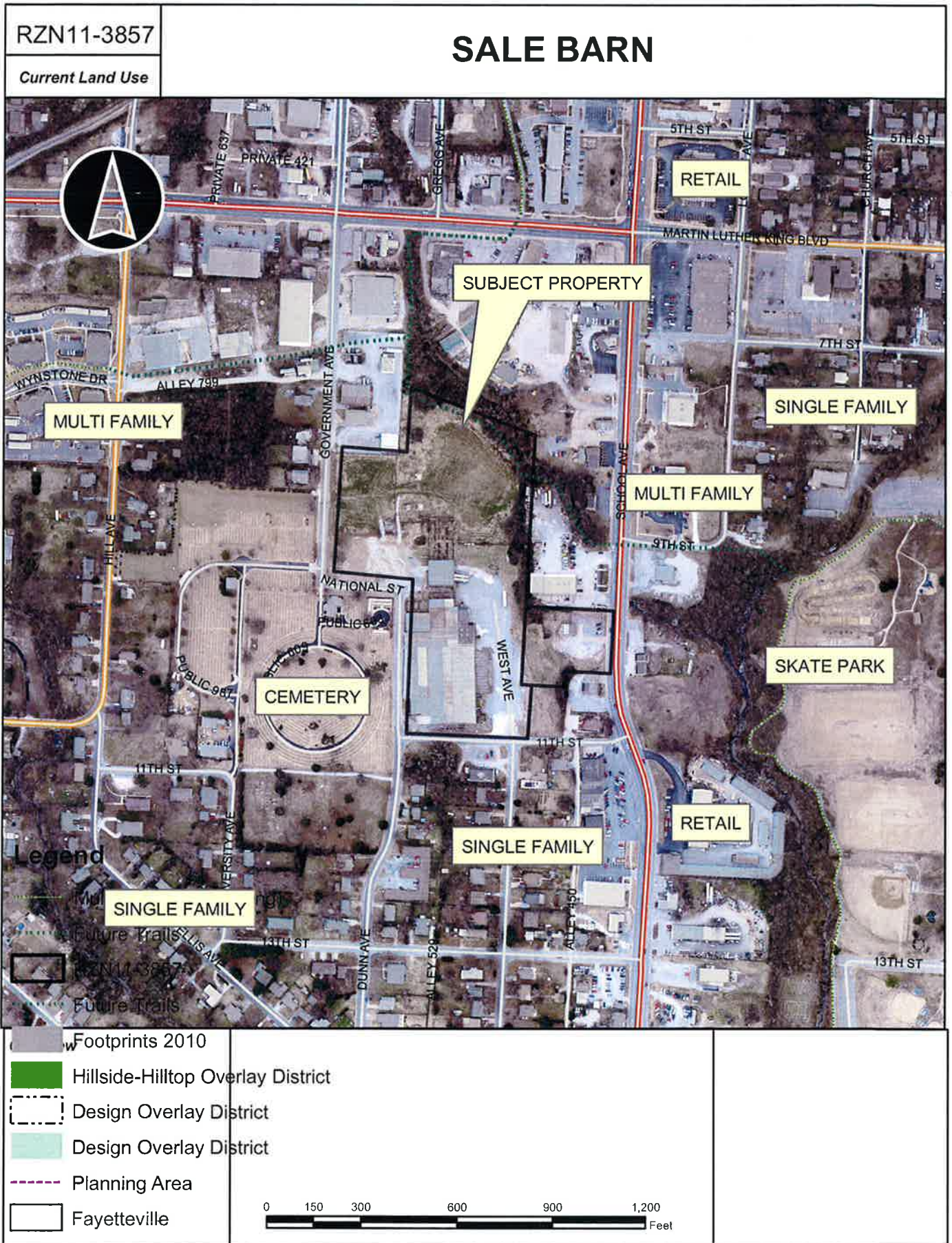
Commissioner Honchell appreciates the property owner's patience with the process and agrees with staff that the proposal is consistent with the City's policies and appropriate in this neighborhood.

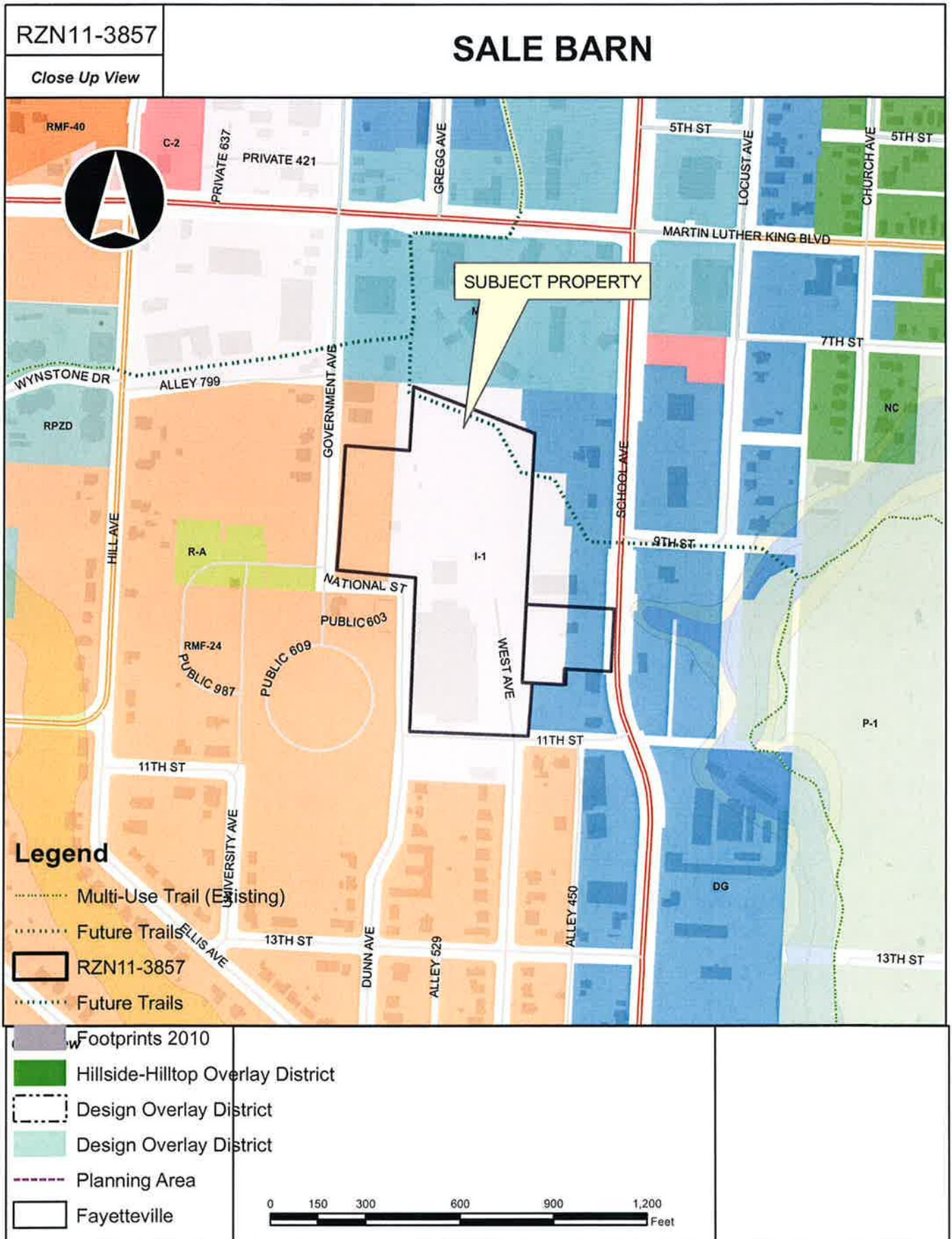
Commissioner Cook agrees with Commissioner Cabe and expressed support for the request.

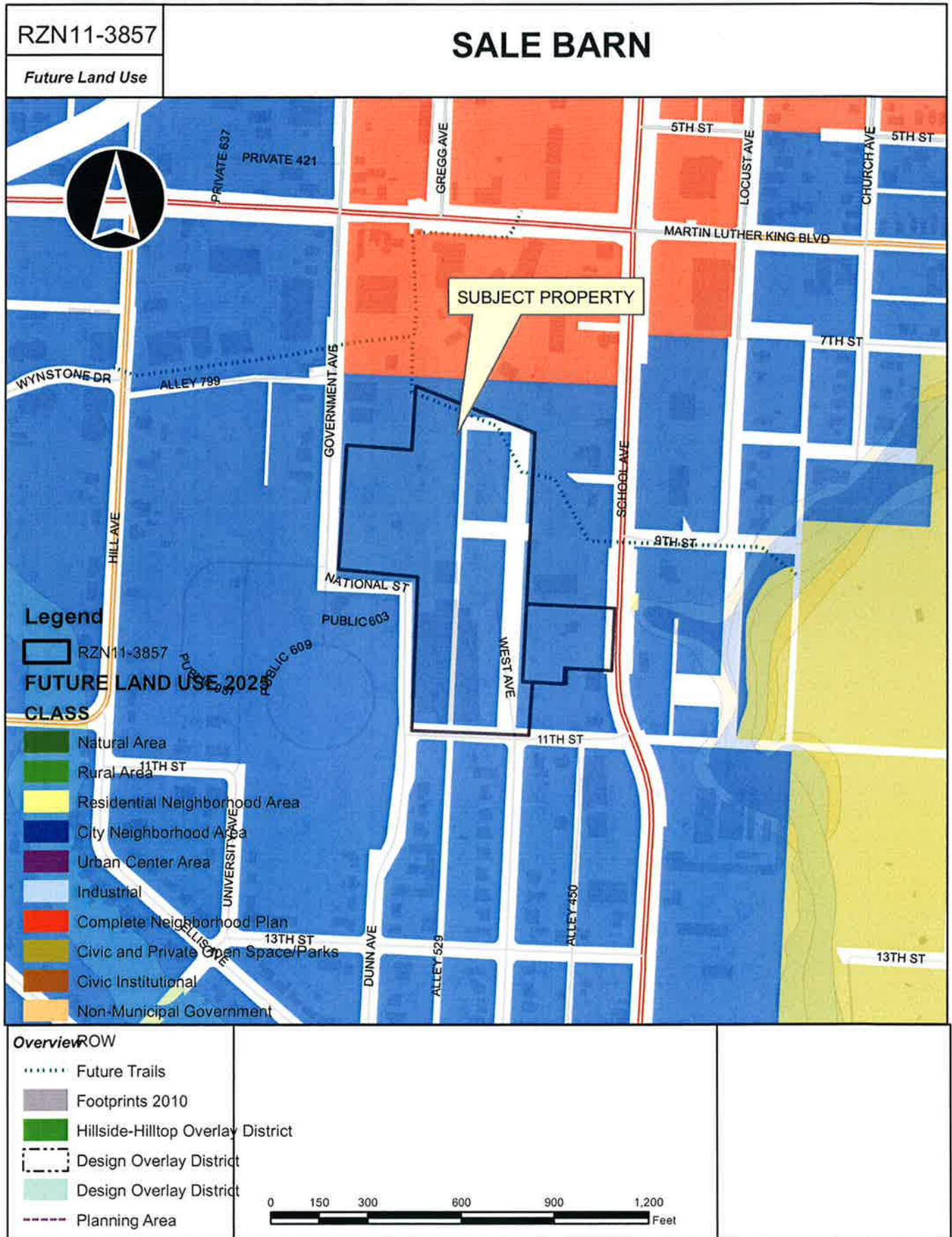
Motion:

Commissioner Chesser made a motion to forward RZN 11-3857 with a recommendation for approval. **Commissioner Honchell** seconded the motion. **Upon roll call the motion passed with a vote of 6-1-0 (Commissioner Winston voting 'No').**

There being no further business, the meeting was adjourned at 6:43 PM.







City of Fayetteville Staff Review Form

C. 2
 VAC 11-3861 (1528 North
 Garland Avenue)
 Page 1 of 22

City Council Agenda Items
 and
 Contracts, Leases or Agreements

7/19/2011

City Council Meeting Date
 Agenda Items Only

Dara Sanders
 Submitted By

Planning
 Division

Development Services
 Department

Action Required:

VAC 11-3861: Vacation (1528 North Garland Avenue, 405): Submitted by H2 ENGINEERING, INC. for property located at 1528 North Garland Avenue. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS/ACRE. The request is to vacate two separate portions 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

[Signature]
 Department Director

06-30-2011
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

6-30-2011
 Date

Original Contract Date:

Original Contract Number:

Paul A. Bahr
 Finance and Internal Services Director

7-5-2011
 Date

Received in City
 Clerk's Office

06-30-11 P01:20 RCVD

Kim J.

[Signature]
 Chief of Staff

7-5-11
 Date

Received in
 Mayor's Office

ENTERED
 7/19/11
[Signature]

[Signature]
 Mayor

7/5/11
 Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Jeremy Pate, Development Services Director 

From: Dara Sanders, Current Planner

Date: June 29, 2011

Subject: VAC 11-3861 (1528 North Garland Easement Vacation)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating two separate portions of a utility easement containing 125 square feet and 65 square feet.

BACKGROUND

The subject property is located on Garland Avenue, south of Sycamore Street, and contains approximately 0.73 acre. On June 2, 2009, the Planning Division approved a Site Improvement Plan application (SIP 09-3279) on the subject property for two multi-family structures containing a total of 11 dwelling units and associated parking, and a building permit was issued in August of 2009 for construction of the development. During its construction, the property was foreclosed and all work on the site ceased, leaving a majority of the infrastructure to be installed, the parking lot to be paved and striped, and the interior of the buildings to be completed. The property was recently purchased from the bank by the current property owner, and a new survey of the property shows that the two substantially completed buildings encroach into a utility easement located internal to the site, as indicated on the most recent survey included in this packet.

DISCUSSION

On June 27, 2011, the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 6-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 11-3861 SUBMITTED BY H2 ENGINEERING FOR PROPERTY LOCATED AT 1528 NORTH GARLAND AVENUE TO VACATE TWO PORTIONS OF A UTILITY EASEMENT, A TOTAL OF 190 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 portions 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 portions of one platted 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 Condition of Approval and shall not be in effect until the condition is met herein.

“Any relocation of existing utilities shall be at the owner/developer’s expense.”

PASSED and **APPROVED** this day of , 2011.

APPROVED:

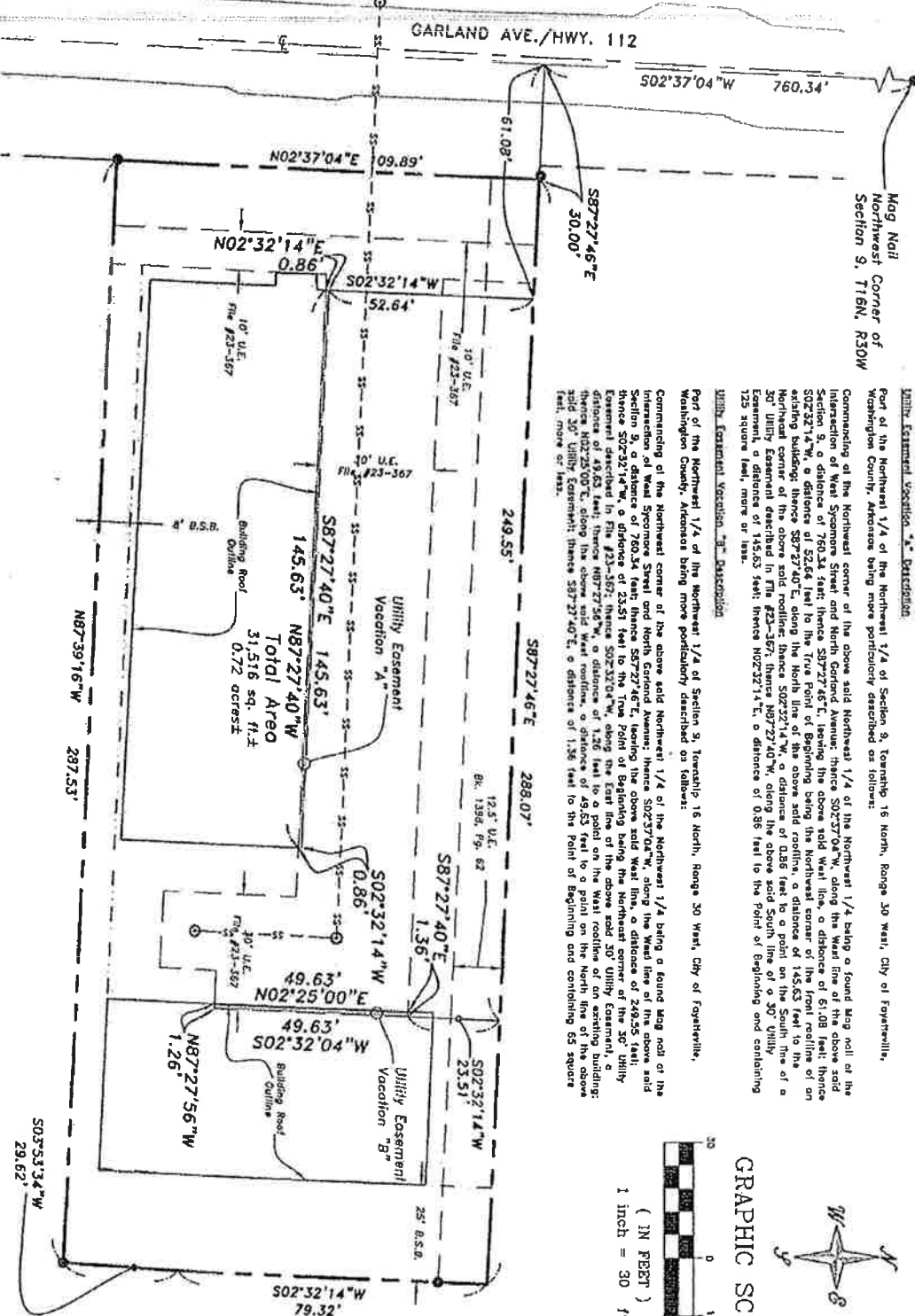
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

C:\Land Projects 2007\11-027 Garland Ave\11-027vacation exhibit.dwg, VACATION EXHIBIT, 5/11/2011 10:07:23 AM, Leon



Mag Neil
Northwest Corner of
Section 9, T16N, R30W

Utility Easement Vacation "A" Description

Part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

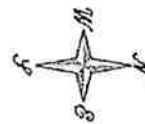
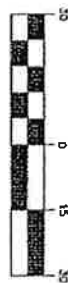
Commencing at the Northwest corner of the above said Northwest 1/4 of the Northwest 1/4 being a found Mag Neil of the intersection of West Spicemore Street and North Garland Avenue; thence S02°37'04\"W, along the West line of the above said Section 9, a distance of 760.34 feet; thence S87°27'46\"E, leaving the above said West line, a distance of 61.08 feet; thence S02°32'14\"W, a distance of 52.64 feet to the true North line of Beginning bearing the Northwest corner of the 30' Utility Easement, a distance of 145.63 feet to the true North line of Beginning bearing the Northwest corner of the 30' Utility Easement, a distance of 145.63 feet; thence N02°32'14\"E, a distance of 0.86 feet to the Point of Beginning and containing 125 square feet, more or less.

Utility Easement Vacation "B" Description

Part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northwest corner of the above said Northwest 1/4 of the Northwest 1/4 being a found Mag Neil of the intersection of West Spicemore Street and North Garland Avenue; thence S02°37'04\"W, along the West line of the above said Section 9, a distance of 760.34 feet; thence S87°27'46\"E, leaving the above said West line, a distance of 249.55 feet; thence S02°32'14\"W, a distance of 52.64 feet to the true North line of Beginning bearing the Northwest corner of the 30' Utility Easement, a distance of 145.63 feet to the true North line of Beginning bearing the Northwest corner of the 30' Utility Easement, a distance of 145.63 feet; thence N02°32'14\"E, a distance of 0.86 feet to the Point of Beginning and containing 65 square feet, more or less.

GRAPHIC SCALE



		GARLAND TOWNHOMES EASEMENT VACATION EXHIBIT	
H2 ENGINEERING, INC. 201 N. COLLEGE AVENUE FAYETTEVILLE, AR 72701 PHONE: (479) 581-1010	1 1	1 1	1 1

EXHIBIT "B"
VAC 11-3861

UTILITY EASEMENT VACATION "A" DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 BEING A FOUND MAG NAIL AT THE INTERSECTION OF WEST SYCAMORE STREET AND NORTH GARLAND AVENUE; THENCE S02°37'04"W, ALONG THE WEST LINE OF THE ABOVE SAID SECTION 9, A DISTANCE OF 760.34 FEET; THENCE S87°27'46"E, LEAVING THE ABOVE SAID WEST LINE, A DISTANCE OF 61.08 FEET; THENCE S02°32'14"W, A DISTANCE OF 52.64 FEET TO THE TRUE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE FRONT ROOFLINE OF AN EXISTING BUILDING; THENCE S87°27'40"E, ALONG THE NORTH LINE OF THE ABOVE SAID ROOFLINE, A DISTANCE OF 145.63 FEET TO THE NORTHEAST CORNER OF THE ABOVE SAID ROOFLINE; THENCE S02°32'14"W, A DISTANCE OF 0.86 FEET TO A POINT ON THE SOUTH LINE OF A 30' UTILITY EASEMENT DESCRIBED IN FILE #23-367; THENCE N87°27'40"W, ALONG THE ABOVE SAID SOUTH LINE OF A 30' UTILITY EASEMENT, A DISTANCE OF 145.63 FEET; THENCE N02°32'14"E, A DISTANCE OF 0.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 125 SQUARE FEET, MORE OR LESS.

UTILITY EASEMENT VACATION "B" DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 BEING A FOUND MAG NAIL AT THE INTERSECTION OF WEST SYCAMORE STREET AND NORTH GARLAND AVENUE; THENCE S02°37'04"W, ALONG THE WEST LINE OF THE ABOVE SAID SECTION 9, A DISTANCE OF 760.34 FEET; THENCE S87°27'46"E, LEAVING THE ABOVE SAID WEST LINE, A DISTANCE OF 249.55 FEET; THENCE S02°32'14"W, A DISTANCE OF 23.51 FEET TO THE TRUE POINT OF BEGINNING BEING THE NORTHEAST CORNER OF THE 30' UTILITY EASEMENT DESCRIBED IN FILE #23-367; THENCE S02°32'04"W, ALONG THE EAST LINE OF THE ABOVE SAID 30' UTILITY EASEMENT, A DISTANCE OF 49.63 FEET; THENCE N87°27'56"W, A DISTANCE OF 1.26 FEET TO A POINT ON THE WEST ROOFLINE OF AN EXISTING BUILDING; THENCE N02°25'00"E, ALONG THE ABOVE SAID WEST ROOFLINE, A DISTANCE OF 49.63 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE SAID 30' UTILITY EASEMENT; THENCE S87°27'40"E, A DISTANCE OF 1.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 65 SQUARE FEET, MORE OR LESS.



PC Meeting of June 27, 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: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~June 14, 2011~~ Updated June 29, 2011

VAC 11-3861: Vacation (1528 N. GARLAND/GARLAND TOWNHOMES, 405): Submitted by H2 ENGINEERING, INC. for located at 1528 NORTH GARLAND AVENUE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY 24 UNITS PER ACRE and contain approximately 0.73 acre. The request is to vacate a portion of two utility easements.

Planner: Dara Sanders

Findings:

Property Description and Background: The subject property is located on Garland Avenue, south of Sycamore Street, and contains approximately 0.73 acre. On June 2, 2009, the Planning Division approved a Site Improvement Plan application (SIP 09-3279) on the subject property for two multi-family structures containing a total of 11 dwelling units and associated parking, and a building permit was issued in August of 2009 for construction of the development. During its construction, the property was foreclosed and all work on the site ceased, leaving a majority of the infrastructure to be installed, the parking lot to be paved and striped, and the interior of the buildings to be completed. The property was recently purchased from the bank by the current property owner, and a new survey of the property shows that the two substantially completed buildings encroach into a utility easement located internal to the site, as indicated on the most recent survey included in this packet.

Request: The applicant's request is to vacate two separate portions of the existing utility easement to accommodate the substantially complete buildings, as indicated on the attached survey.

The applicant has submitted the required easement vacation notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

RESPONSE

Ozarks Electric

No Objections

Cox Communications

No Objections

Southwestern Electric Power Company No Objections

Arkansas Western Gas No Objections

AT&T No Objections

CITY OF FAYETTEVILLE: **RESPONSE**

Water/Sewer No Objections

Transportation No Objections

Solid Waste No Objections

Engineering No Objections

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **VAC 11-3861** to the City Council with a recommendation for approval subject to the following conditions:

1. Any damage or relocation of utilities shall be at the owner/developer's expense.
-

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: June 27, 2011

Motion: Winston

Second: Chesser

Vote: 6-0-0 (Commissioner Hoskins arrived after this vote)

Note: Forwarded on the consent agenda





May 18, 2011

City of Fayetteville
Planning Department
113 West Mountain St.
Fayetteville, AR 72701

**RE: GARLAND TOWNHOMES
UTILITY EASEMENT VACATION**

Dear Ms. Sanders,

Attached, please find our submittal package for a utility easement vacation for the Garland Townhomes project. Our submittal package is complete; however, there are a few items from the checklist which are not included, as they are not needed. Following is a description of those items:

Item 7 – Abstractor’s Certificate of Ownership of Adjacent Property Owners – The requested easement to be vacated is interior to the site, meaning that the only property owner adjacent to the easement is Henry Jordan, the owner making the vacation request. No Abstractor’s Certificate is necessary.

Item 10 – Certificate of Mailing – Adjacent Property Owner Notification – The requested easement to be vacated is interior to the site, meaning that the only property owner adjacent to the easement is Henry Jordan, the owner making the vacation request. No Adjacent Property Owner Notification is necessary.

Item 11 – Written Consent for Alley / Right-of-Way Vacation – Not required for Easement Vacations.

Please feel free to call if you have any questions or need additional information. Thank you for your consideration of this request.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Thompson', with a long horizontal stroke extending to the right.

Jeremy Thompson, P.E.
Vice President

Utility Easement Vacation "A" Description

Part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northwest corner of the above said Northwest 1/4 of the Northwest 1/4 being a found Mag nail at the intersection of West Sycamore Street and North Garland Avenue; thence S02°37'04"W, along the West line of the above said Section 9, a distance of 760.34 feet; thence S87°27'46"E, leaving the above said West line, a distance of 61.08 feet; thence S02°32'14"W, a distance of 52.64 feet to the True Point of Beginning being the Northwest corner of the front roofline of an existing building; thence S87°27'40"E, along the North line of the above said roofline, a distance of 145.63 feet to the Northeast corner of the above said roofline; thence S02°32'14"W, a distance of 0.86 feet to a point on the South line of a 30' Utility Easement described in File #23-367; thence N87°27'40"W, along the above said South line of a 30' Utility Easement, a distance of 145.63 feet; thence N02°32'14"E, a distance of 0.86 feet to the Point of Beginning and containing 125 square feet, more or less.

Utility Easement Vacation "B" Description

Part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northwest corner of the above said Northwest 1/4 of the Northwest 1/4 being a found Mag nail at the intersection of West Sycamore Street and North Garland Avenue; thence S02°37'04"W, along the West line of the above said Section 9, a distance of 760.34 feet; thence S87°27'46"E, leaving the above said West line, a distance of 249.55 feet; thence S02°32'14"W, a distance of 23.51 feet to the True Point of Beginning being the Northeast corner of the 30' Utility Easement described in File #23-367; thence S02°32'04"W, along the East line of the above said 30' Utility Easement, a distance of 49.63 feet; thence N87°27'56"W, a distance of 1.26 feet to a point on the West roofline of an existing building; thence N02°25'00"E, along the above said West roofline, a distance of 49.63 feet to a point on the North line of the above said 30' Utility Easement; thence S87°27'40"E, a distance of 1.36 feet to the Point of Beginning and containing 65 square feet, more or less.

PETITION TO VACATE

PETITION TO VACATE A UTILITY EASEMENT LOCATED INTERIOR TO THE PROPERTY AT 1528 N. GARLAND AVE., CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying interior to the property at 1528 N. Garland Ave., City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement, which is described as follows:

Utility Easement Vacation "A" Description

Part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northwest corner of the above said Northwest 1/4 of the Northwest 1/4 being a found Mag nail at the intersection of West Sycamore Street and North Garland Avenue; thence S02°37'04"W, along the West line of the above said Section 9, a distance of 760.34 feet; thence S87°27'46"E, leaving the above said West line, a distance of 61.08 feet; thence S02°32'14"W, a distance of 52.64 feet to the True Point of Beginning being the Northwest corner of the front roofline of an existing building; thence S87°27'40"E, along the North line of the above said roofline, a distance of 145.63 feet to the Northeast corner of the above said roofline; thence S02°32'14"W, a distance of 0.86 feet to a point on the South line of a 30' Utility Easement described in File #23-367; thence N87°27'40"W, along the above said South line of a 30' Utility Easement, a distance of 145.63 feet; thence N02°32'14"E, a distance of 0.86 feet to the Point of Beginning and containing 125 square feet, more or less.

Utility Easement Vacation "B" Description

Part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at the Northwest corner of the above said Northwest 1/4 of the Northwest 1/4 being a found Mag nail at the intersection of West Sycamore Street and North Garland Avenue; thence S02°37'04"W, along the West line of the above said Section 9, a distance of 760.34 feet; thence S87°27'46"E, leaving the above said West line, a distance of 249.55 feet; thence S02°32'14"W, a distance of 23.51 feet to the True Point of Beginning being the Northeast corner of the 30' Utility Easement described in File #23-367; thence S02°32'04"W, along the East line of the above said 30' Utility Easement, a distance of 49.63 feet; thence N87°27'56"W, a distance of 1.26 feet to a point on the West roofline of an existing building; thence N02°25'00"E, along the above said West roofline, a distance of 49.63 feet to a point on the North line of the above said 30' Utility Easement; thence S87°27'40"E, a distance of 1.36 feet to the Point of Beginning and containing 65 square feet, more or less.

That the abutting real estate affected by said abandonment of the Utility Easement is interior to the property at 1528 N. Garland Ave., 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, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

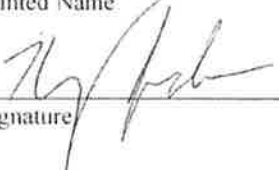
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Dated this 18th day of May, 2011.

HENRY JORDAN

Printed Name


Signature

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 11, 2011

UTILITY COMPANY: AT&T

APPLICANT NAME: HENRY JORDAN APPLICANT PHONE: 501-821-6641
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**)

** 1528 N. GARLAND AVE.

(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:

RELOCATION OF ANY EXISTING FACILITIES WILL BE AT
THE OWNER/DEVELOPER'S EXPENSE

Susan K Clouser

Signature of Utility Company Representative

OSP DESIGN ENG.

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 11, 2011

UTILITY COMPANY: CITY OF FAYETTEVILLE - TRANSPORTATION

APPLICANT NAME: HENRY JORDAN APPLICANT PHONE: 501-821-6641

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**)

** 1528 N. GARLAND AVE.

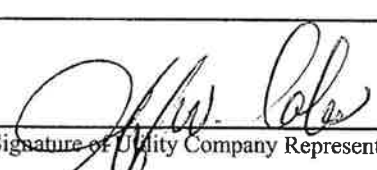
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

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

ASSISTANT TRANSPORTATION MANAGER
Title CITY OF FAYETTEVILLE

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 11, 2011

UTILITY COMPANY: CITY OF FAYETTEVILLE - SOLID WASTE

APPLICANT NAME: HENRY JORDAN APPLICANT PHONE: 501-821-6641
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**)

** 1528 N. GARLAND AVE.

(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 P. [Signature]
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 11, 2011

UTILITY COMPANY: COX COMMUNICATIONS

APPLICANT NAME: HENRY JORDAN APPLICANT PHONE: 501-821-6641
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**)

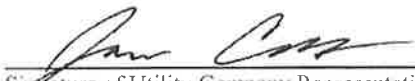
** 1528 N. GARLAND AVE.

(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

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: May 11, 2011

UTILITY COMPANY: CITY OF FAYETTEVILLE - WATER & SEWER

APPLICANT NAME: HENRY JORDAN

APPLICANT PHONE: 501-821-6641

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**)

** 1528 N. GARLAND AVE.

(*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

H2 Project # 11-027



Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: May 11, 2011

UTILITY COMPANY: ARKANSAS WESTERN GAS

APPLICANT NAME: HENRY JORDAN APPLICANT PHONE: 501-821-6641
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**)

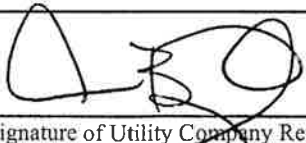
** 1528 N. GARLAND AVE.

(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, Asset Management
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 11, 2011

UTILITY COMPANY: OZARKS ELECTRIC

APPLICANT NAME: HENRY JORDAN APPLICANT PHONE: 501-821-6641

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**)

** 1528 N. GARLAND AVE.

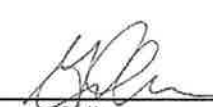
(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above. *This is in AEP service area*

- ☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

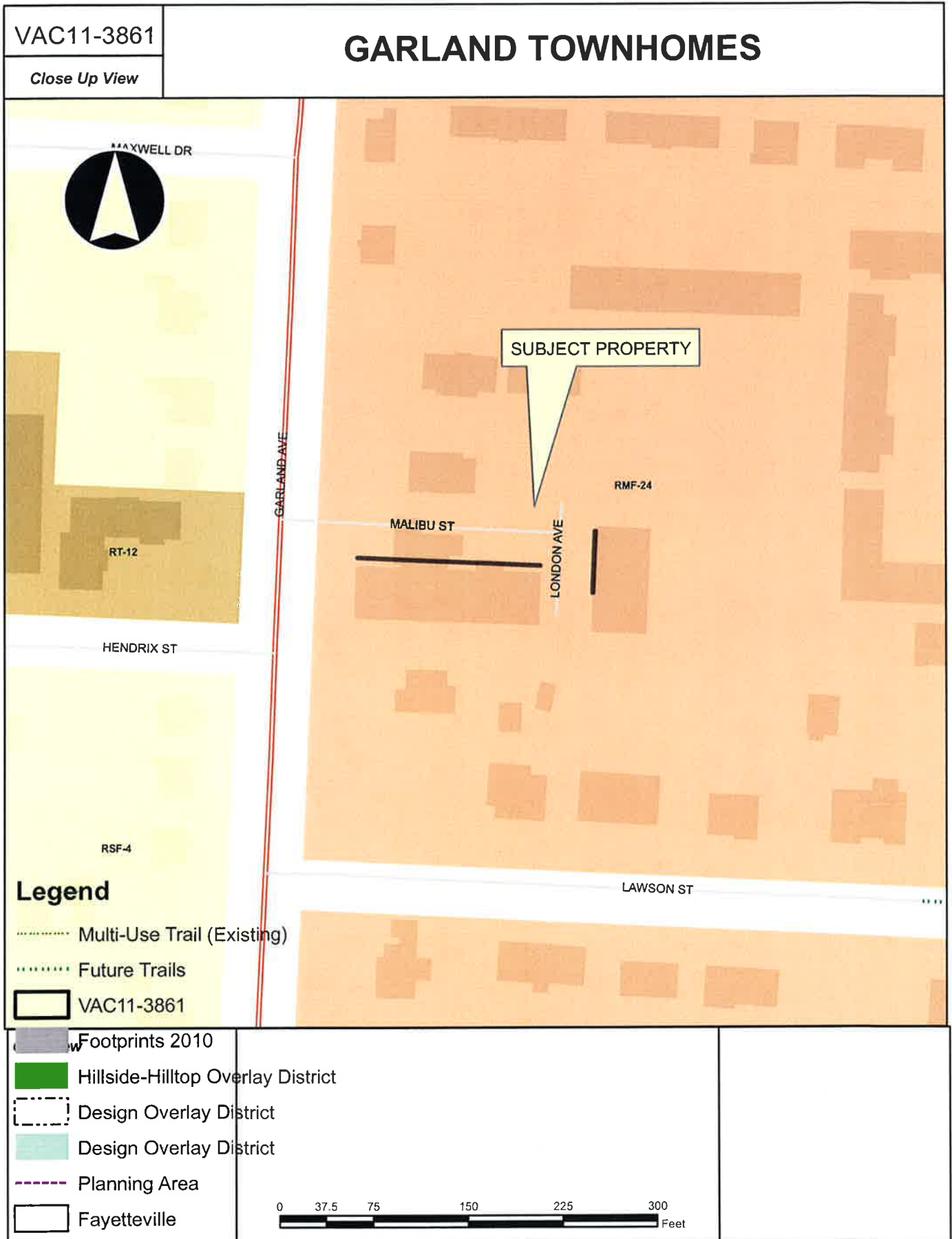
- ☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

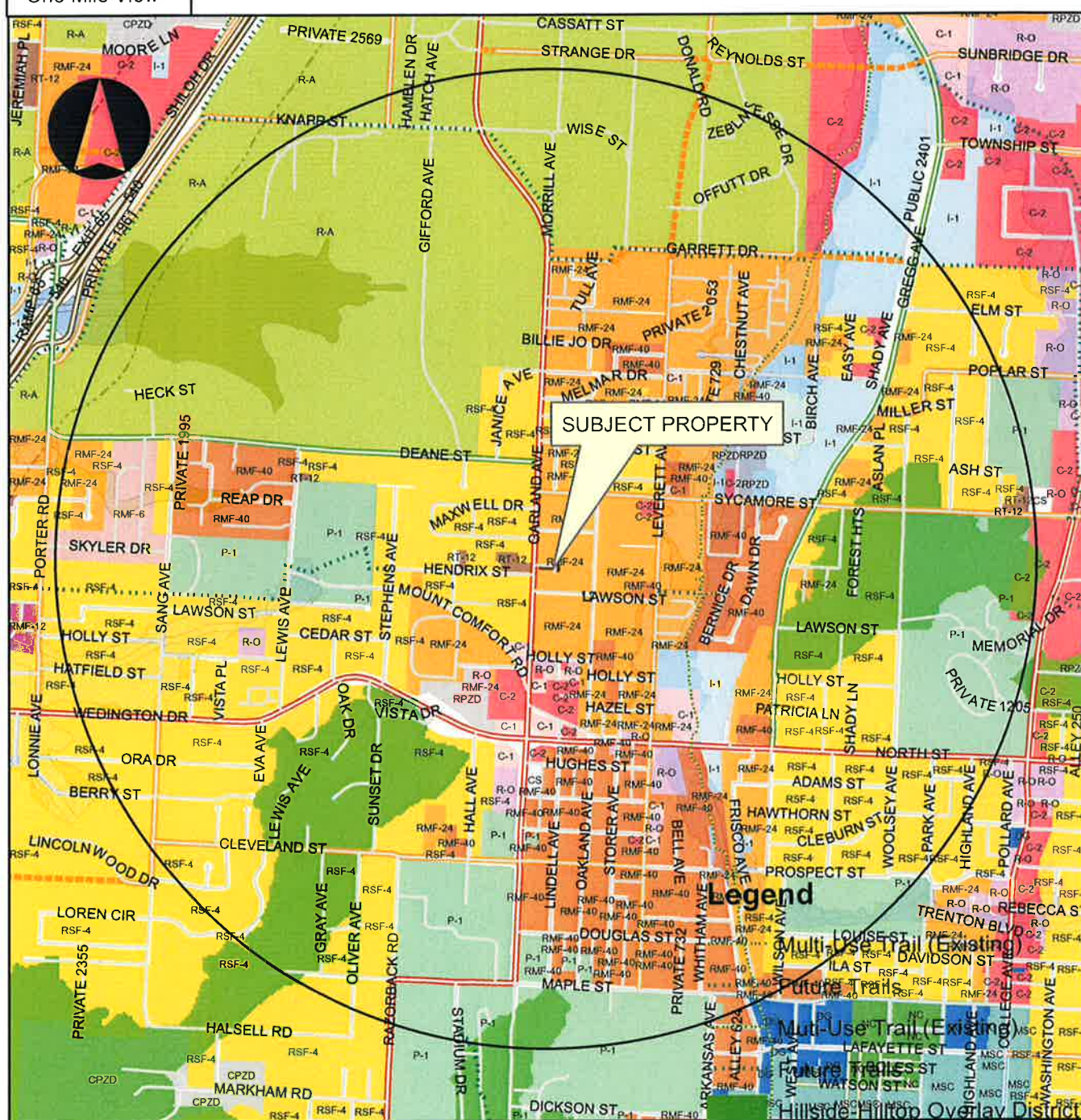
Title

Lead Staking Tech

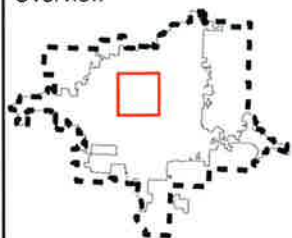


One Mile View

GARLAND TOWNHOMES



Overview



Legend

Subject Property

VAC11-3861

Boundary

0 0.25 0.5

VAC11-3861

Design Overlay District

Planning Area

Fayetteville

1 Miles

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and Members of the Fayetteville City Council

Thru: Greg Tabor, Chief of Police 

From: Kathleen Stocker, Dispatch Manager

Date: June 30, 2011

Subject: Amendment to Fayetteville Code of Ordinances – Title XV (Unified Development Code) 163.13.E.5 Wireless Communications Facilities Exemptions

PROPOSAL:

City Council amends the Fayetteville Code of Ordinances, Title XV (Unified Development Code) 163.13 Wireless Communications Facilities to allow an exemption for an antenna extension and external mounting of a microwave. This amendment is needed to obtain the level of coverage needed for public safety standards and to ensure that adequate coverage is provided for emergency responders.

The Fulbright site (3450 N. Hemlock Ave) utilizes a tower design that allows antennas to be mounted inside of a fiberglass shroud, which creates the appearance of a solid “flagpole.” However, this design was created for small antennas that are used by cellular phone service providers and it was not intended to contain larger antennas such as those used by microwave systems. The microwave antenna to be installed at Fulbright is approximately three feet in diameter and therefore must be mounted to the exterior of the tower structure. The antenna will be mounted at 97 feet above ground level, which is the minimum height required for overcoming nearby trees and other terrain. In addition, an antenna will be base mounted at 140 feet top to extend to 154.4 feet. The Fulbright site provided the best coverage for the area. The Township water tank, the Smith Two Way tower site on Township and the tower sites located in Johnson were considered as possible sites during the project design and the Fulbright site provided the best coverage due to the terrain of that area. In consultation with Motorola and Smith Two Way the antenna needs to be mounted at the Fulbright tower location to extend to 154.4 feet. If the antenna was lowered it would not provide adequate coverage needed.

The radio system uses multiple radio sites that transmit or receive in unison in order to provide an increased coverage area. The sites work together to create a single system and they must be connected by a highly reliable network. The City chose to construct a dedicated point-to-point connection between each site in the system. Each site must be equipped with microwave antennas that are mounted on the radio tower.

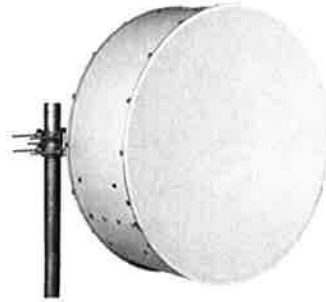
The Fulbright site is an important part of the radio project for public safety reasons. Public Safety and City Personnel in the Fayetteville area routinely experience difficulty communicating with each other due to poor radio coverage. This project also involves us connecting to the Arkansas Wireless Information Network which is a shared-use communication system designed to improve the protection of the public by enhancing and augmenting public safety agencies response to emergency situations.

RECOMMENDATION:

Staff recommends approval of the amendment to Title XV163.13 Wireless Communications Facilities to allow for the external microwave and extension on the antenna for emergency services purposes.

BUDGET IMPACT:

There would be no budget impact in approving this amendment.



VHLP3-11W

Installed at:

Fulbright (CL) 97 feet Springdale (CL) 181

1.0 m | 3 ft ValuLine® High Performance Low Profile Antenna, single-polarized, 10.125–11.700 GHz, PDR100, white antenna, polymer white radome without flash, standard pack—one-piece reflector

Depth	47.2"
Height	41.9"
Weight	67.9 LB



Sinclair 432D-F6DF-140G6 Antenna

Used at Fulbright

1) Base mounted at 140 feet top of the antenna will be at 154.4 feet

Mechanical Specifications

Length/ Height in (mm) 172.5 (4382)

Width in (mm) 3.5 (89)

Depth in (mm) 3.5 (89)

Shipping dimensions in (mm) 198x54x54inches79.2x4.5x4.5cm ()

Weight lbs (kg) 34 (15.4)

Actual Shipping weight lbs (kg) 76 (34.5)

Length in (mm) 172.5 (4382)

Connector 7/16 DIN (female)

Weight iced lbs (kg) 66 (30)

Base pipe diameter in (mm) 3.5 (89)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §163.13 WIRELESS COMMUNICATIONS FACILITIES OF THE UNIFIED DEVELOPMENT CODE TO ADD AN EXEMPTION NECESSARY FOR ADEQUATE EMERGENCY SERVICE COMMUNICATIONS

WHEREAS, normal cell towers must be limited to a maximum of 150 feet which would include any antenna attached to the top of a tower; and

WHEREAS, because of unusual topography an emergency services antenna for the existing 140 foot cell tower at 3450 N. Hemlock for the Mud Creek valley area south of the Northwest Arkansas Mall would need to extend to about 155 feet to provide vital, full radio coverage for our emergency responders; and

WHEREAS, this cell tower which was constructed to resemble a flag pole (with internal antennas only) to be less intrusive, should also be allowed to have a necessary microwave dish antenna which is about four feet in width installed to ensure proper communication with 911 Dispatch and the Arkansas emergency services radio network.

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 §163.13 **Wireless Communications Facilities** of the Unified Development Code to add an exemption necessary for adequate emergency service communications by enacting a new subsection (5) to subsection (E) *Exemptions* as shown below.

“(5) Emergency services pole antennas and microwave dish antennas.

(a) Mayoral determination. If sufficient information concerning gaps in vital emergency services radio coverage or microwave relay capability and the lack of any reasonable alternative is presented to the Mayor who concludes an exemption to the 150 foot height limitation or to a requirement that antennas must be within a permitted cell tower should be made to ensure public safety, the Mayor may grant the following exemptions.

(b) Emergency services antenna. The Mayor may authorize the placement or extension of an emergency services pole antenna affixed to the top of a permitted cell phone tower as long as the top of this antenna does not exceed 155 feet above the ground, nor has a diameter larger than four inches.

(c) Emergency services microwave dish antenna. The Mayor may authorize the placement of an emergency services microwave dish antenna on the outside of a permitted cell phone tower as long as this dish antenna does not have a diameter more than four feet.

PASSED and **APPROVED** this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Fayetteville Code of Ordinances

- (2) The configuration of the property, existing surrounding development, and/or terrain of the area in which the tandem lot is proposed is such that subdivision of said area into a standard block in accordance with Development, Chapter 166 is not feasible.

(C) *Requirements.* Development of a tandem lot shall be subject to the following requirements:

- (1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.
- (2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.
- (3) The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Fayetteville Board of Adjustment.
- (4) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20 (B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than 12 hours before or after regular trash pickup in accordance with Chapter 50.20 (B)

- (5) *Setback.* Each tandem lot shall have a minimum building setback requirement of 15 feet from all property lines unless a variance is granted by the Fayetteville Board of Adjustment.

(Ord. 5313, 4-20-10)

163.13 Wireless Communications Facilities

(A) The following general requirements shall apply to all new wireless communications facilities.

- (1) *Noise requirements.* Equipment used in connection with a tower or antenna array shall not generate noise that can be heard beyond the site. This prohibition does not apply to air conditioning units no noisier than ordinary residential units or generator used in emergency situations where regular power supply for a facility is temporarily interrupted; provided that any permanently installed generator shall be equipped with a functional residential muffler.

- (2) *Compliance with federal regulations.* Applicant shall comply with all applicable federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator.

(3) *Lighting and signage.*

- (a) Wireless communications facilities shall be lighted only if required by the Federal Aviation Administration (FAA). Security lighting or motion-activated lighting may be used around the base of a tower and within the wireless communication facility, provided that the lighting is shielded in such a way that no light is directed towards adjacent properties or rights-of-way.

- (b) Signs shall be limited to those needed to identify the property and the owner and warn of any danger. No signs, symbols, identifying emblems, flags, or banners shall be allowed on towers.

(B) *New towers.* New wireless communications towers shall meet the following requirements:

- (1) *Type of towers allowed.* New towers shall be limited to monopole type structures or alternative tower structures.
- (2) *Tower or antenna height limitations.* Towers or alternative tower structures are permitted to a maximum height of 150 feet.

TITLE XV. UNIFIED DEVELOPMENT CODE

- (3) *Fall zone.* The minimum distance from the base of any tower to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a sign writing to the construction of said tower. This setback is considered a "fall zone." In the event that an existing structure is proposed as a mount for a wireless communication facility, a fall zone shall not be required.
- (4) *Camouflaging or stealth technology for new towers.* If the applicant demonstrates that it is not feasible to locate on an existing structure, towers shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, screening, landscaping, and placement within trees.
- (5) *Color of towers.* To the extent that any antenna extending above the height of the vegetation immediately surrounding it, they shall be a neutral color, painted or unpainted, unless the FAA requires otherwise.
- (6) *Information required to process new tower requests.*
- (a) Provide a map of the geographic area that your project will serve;
 - (b) Provide a map that shows other existing or planned facilities that will be used by the wireless communication service provider who is making the application;
 - (c) Provide a map that shows other potential stand alone locations for your facility that have been explored;
 - (d) Provide a scaled site plan containing information showing the property boundaries, proposed tower, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography. The plan shall indicate proposed landscaping, fencing, parking areas, location of any signage and specifications on proposed lighting of the facility;
 - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;
- (f) Describe your efforts to co-locate your facility on one of the poles or towers that currently exists, or is under construction. The applicant should demonstrate a good faith effort to co-locate with other carriers. The Planning Commission may deny a permit to an applicant that has not demonstrated a good faith effort to provide for co-location. Such good faith effort includes:
- (i) A survey of all existing structures that may be feasible sites for co-locating wireless communications facilities;
 - (ii) Contact with all other wireless communications facilities;
 - (iii) Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location; and
 - (iv) Letter from tower owner stating why co-location is not feasible.
- (g) Describe how you will accommodate other antenna arrays that could co-locate on your facility. Describe how this accommodation will impact both your pole or tower, and your ground mounted facilities. Provide documentation of your provider's willingness to accommodate other providers who may be able to co-locate on your facility.
- (7) *Required (after condition) balloon test and crane test photographs.* The proposed tower shall be photographed from four locations taken 90° apart and 300 feet from the center of the tower. The proposed tower shall be superimposed on the photographs. A balloon or crane test shall be performed to illustrate the height of the tower and photographed from the same four locations. The time period, not to exceed one week, within which the test will be performed, shall be advertised in a newspaper of general circulation in the city at least 14 days, but not more than 21 days prior to the test. The four locations shall be approved by the Zoning and Development Administrator.
- (8) *Sight line representation.* A sight line representation shall be drawn from four points 90° apart and 100 feet from the proposed tower. Each sight line shall be depicted in profile, drawn at one inch equals

Fayetteville Code of Ordinances

40 feet. The profiles shall show all intervening trees and buildings.

(9) *Structural integrity and inspections of towers.*

(a) The applicant shall provide a certification letter that states the tower meets or exceeds design criteria and all local, state, and federal requirements regarding the construction, maintenance, and operation of the tower.

(b) If a tower fails to comply with the requirements and criteria above and constitutes a danger to persons or property, then upon written notice being provided to the owner of the tower, the owner shall have 30 days to bring such tower into compliance with such requirements and criteria. If the owner fails to bring such tower into compliance within 30 days, the city may terminate the owner's conditional use permit and/or cause the removal of such tower (at the owner's expense).

(c) By making application hereunder, the applicant agrees to regularly maintain and keep in a reasonably safe and workmanlike manner all towers, antenna arrays, fences and outbuildings owned by applicant which are located in the city. The applicant further agrees to conduct inspections of all such facilities not less frequently than every 12 months. The applicant agrees that said inspections shall be conducted by one or more designated persons holding a combination of education and experience so that they are reasonably capable of identifying functional problems with the facilities.

(10) *Security fencing and anti-climbing device.*

Through the use of security fencing, towers and equipment shall be enclosed by wood board fencing not less than six feet in height. The tower shall also be equipped with an appropriate anti-climbing device. The facility shall place signs indicating "No Trespassing," "High Voltage," or other pertinent information on the outside of the fence, unless it is decided that the goals of this ordinance would be better served by waiving this provisions in a particular instance. Barbed wire fencing or razor wire shall be prohibited.

(11) *Vegetative screening requirements.*

Wireless communications facilities shall be surrounded by buffers of dense tree growth

and understory vegetation in all directions to create an effective year-round visual buffer. Trees and vegetation may be existing on the subject property or installed as part of the proposed facility or a combination of both.

(12) *Setbacks from property lines.* Wireless communication facilities shall meet current setbacks as required by zoning.

(C) *Co-location.*

The Zoning and Development Administrator, following an administrative review without the requirement of an issuance of conditional use permit, may approve the following antenna installation.

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

(2) *Locating on existing tower not previously approved through §163.14 of the U.D.C.* Existing towers that do not have cell antennas or arrays may not add such capability without securing a conditional use. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.

(3) *Locating on existing towers previously approved through §163.14.* Additional antennas may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional antenna would not violate any requirements of the conditional use permit or other provisions of §163.14.

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

(D) *Other requirements.*

(1) *Wireless communications facilities placed on top of buildings.* When a wireless communications facility extends above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing

TITLE XV. UNIFIED DEVELOPMENT CODE

architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.

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

(E) Exemptions.

- (1) *Personal use.* Towers for personal use which, including the height of all antenna arrays, do not extend more than 80 feet from the ground and shall meet the current setbacks as required by zoning.
- (2) *Temporary structures.* Temporary structures designed to be used for not more than 14 days in connection with a special event or for any reasonable period of time in and immediately following an emergency, including without limitation those towers which are identified as "C.O.W.s" or "Cellular on Wheels."
- (3) *Existing towers.* All existing towers may be replaced with the same type and height of tower structure as currently exists. All replacement towers shall comply with §163.14(A) and (B) regarding color of towers, structural integrity and inspections of towers, security fencing and anti-climbing device, and vegetative screening requirements. All existing guyed towers shall also be subject to the following conditions:
- (a) A demolition permit shall be issued prior to a building permit being issued for the replacement tower;
- (b) The demolition permit shall expire within 90 days and shall require the existing tower to be demolished within 90 days from issuance of the building permit for the replacement tower;
- (c) The new tower shall be constructed as close as technically feasible to the existing tower;
- (d) The replacement structure may be increased in width to a maximum of 36 inches. Existing guyed towers over 36 inches shall not be increased in width with a replacement tower.

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

- (F) *Municipal profits from towers.* The City of Fayetteville should actively market its own property and existing structures as suitable co-location sites. As noted above, the review process is shortened and simplified when co-location on city property is submitted by applicant. An annual lease amount should be charged according to the fair market value of the location. In cases where the company no longer needs the tower, the city may require it to be removed. Applicants can provide co-location space for city-owned antenna.

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

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

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

(Ord. No. 4178, §4, 8-31-99; Ord. No. 4285, 1-2-01; Ord. 4856, 4-18-06)

163.14 Revocation Or Change Of Conditional Use

City of Fayetteville Staff Review Form

C. 4
Smith Two Way Radio, Inc.
Page 1 of 12

City Council Agenda Items
and
Contracts, Leases or Agreements

July 19, 2011

City Council Meeting Date
Agenda Items Only

David Dayringer
Submitted By

Fire
Division

Fire
Department

Action Required:

Approval of an ordinance waiving the requirements of formal competitive bidding for the purchase of a fire station alerting system from Smith Two-Way Radio, Inc. and approving a purchase in the amount of \$40,240.66.

\$40,240.66	\$ 6,070,654.00	Radio Simulcast System
Cost of this request	37,500.00	Fire Mobile Radios
	Category / Project Budget	Program Category / Project Name
Various	5,508,476.72	
4470.9470.5801.00	\$ -	Fire Improvements
Account Number	Funds Used to Date	Program / Project Category Name
08076 / 1		
10015 / 1	599,677.28	Various
Project Number	Remaining Balance	Sales Tax Capital Improvements
		Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Paul C. Prosser 6-30-11
Department Director Date

Kurt 7-1-2011
City Attorney Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher 7-5-2011
Finance and Internal Services Director Date

Alan Mar 7-5-11
Chief of Staff Date

Donald Jordan 7/5/11
Mayor Date

07-01-11A10:56 RCVD
Received in City Clerk's Office *USZ*

Received in Mayor's Office
ENTERED
7/16/11

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor & City Council

From: David Dayringer, Fire Chief

Date: July 19, 2011

Subject: Approval of an ordinance waiving the requirements of formal competitive bidding for the purchase of a fire station alerting system from Smith Two-Way Radio, Inc. and approving a purchase in the amount of \$40,240.66.

PROPOSAL:

On December 21, 2010 City Council approved a contract with Motorola, Inc. for the purchase of equipment and software for Fayetteville public safety's nine channel 800 MHZ Astro 25 IP simulcast radio system. The upgrades to the public safety radio system will also create the need to upgrade the Fire Department's fire station alerting system. The radio system in place prior to the upgrade operated on an analog system, allowing tones to transmit through the radio. The upgraded radio system is digital which means that tones cannot transmit through the radio, therefore requiring the installation of a new decoder at each fire station location. The digital system will also introduce the need for amplified speakers at Fire Stations 1, 2, 4, and 6 so that emergency responders can clearly understand the dispatcher's voice. Fire Stations 3, 5, and 7 were built more recently with amplified speaker systems already in place.

Smith Two-Way Radio, Inc. is Northwest Arkansas's only authorized Motorola sales and service provider. They can provide both the equipment and installation necessary to complete the fire station alerting system upgrade at a competitive price. Smith Two-Way Radio, Inc. is located in Fayetteville with staff on-site who are authorized to work on a system integrated with Motorola equipment and can quickly respond to any needs for service or maintenance on this critical public safety communications system.

RECOMMENDATION:

Staff recommends approval of an ordinance waiving the requirements of formal competitive bidding for the purchase of a fire station alerting system from Smith Two-Way Radio, Inc. and approving a purchase in the amount of \$40,240.66.

BUDGET IMPACT:

Funds for the purchase of this system have been budgeted in the Radio Simulcast System and Fire Mobile Radios capital projects.

ORDINANCE NO. _____

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND TO APPROVE A PURCHASE OF A MOTOROLA RADIO FIRE STATION ALERTING SYSTEM IN THE AMOUNT OF \$40,240.66 WHICH INCLUDES ALL LABOR AND SALES TAX

WHEREAS, the City of Fayetteville has purchased and is in the process of installing a multimillion dollar new digital Motorola emergency, transportation and utility services radio system; and

WHEREAS, the Fayetteville fire stations need to upgrade their radio alerting system to work with this new digital radio system; and

WHEREAS, Smith Two-Way Radio, Inc. is Northwest Arkansas's only authorized Motorola sales and service provider and has provided a competitively priced bid to provide and install the necessary radio alerting system.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that, in light of Fayetteville's ongoing multimillion dollar investment to install a digital Motorola radio system and the need to install compatible digital radio alerting systems for our fire stations, competitive bidding for a new fire station radio alerting system is not feasible or practical and so waives the normal requirement for competitive bidding and approves a contract with Smith Two-Way Radio, Inc. in the amount of \$40,240.66 to purchase new digital fire station alerting systems for our fire stations pursuant to its quotation.

PASSED and APPROVED this 19th day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

SMITH TWO-WAY RADIO, INC.520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677*"In Radio Since 1929"***QUOTATION****KENWOOD****MOTOROLA**

Authorized Sales and Service

Customer Name: Fayetteville Fire Department
Contact Name: Scott Jones
Address:Ship To:
Contact Name:
Address:
City: State: Zip:
Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
SRS	FFD 6-11	6/27/11			

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	subtotal for station 1	6,343.40	6343.40
1	subtotal for station 2	4771.28	4771.28
1	subtotal for station 3	3575.00	3575.00
1	subtotal for station 4	5709.44	5709.44
1	subtotal for station 5	3575.00	3575.00
1	subtotal for station 6	5709.44	5709.44
1	subtotal for station 7	3575.00	3575.00
1	subtotal for station 1B	3575.00	3575.00
TOTAL OF ITEMS			\$33,258.56

Note: This quote valid for 30 days from
date shown above.

LABOR TO INSTALL	included
SUB TOTAL	\$36,833.56
SALES TAX	\$3,407.10
TOTAL	\$40,240.66

SMITH TWO-WAY RADIO, INC.520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677*"In Radio Since 1929"***QUOTATION****KENWOOD****MOTOROLA**

Authorized Sales and Service

Customer Name: Fayetteville Fire Department
Contact Name: Scott Jones
Address:Ship To: same
Contact Name:
Address:
City: State: Zip:
Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
SRS	FFD 6-27	6/27/11			

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Quote for station # 1, part 1		
1	RXC - 3000 decoder device	2,550.00	2,550.00
1	lot miscellaneous hardware	375.00	375.00
1	installation	600.00	600.00
1	local service call	50.00	50.00
	Quote for station #1, part 2		
12	amplified ceiling speakers	36.08	432.96
3	amplified wall mount speaker	47.40	142.20
1	speaker power supply	106.34	106.34
1	500' 2-pair shielded cable	286.90	286.90
1	sixteen (16) speaker installation	1800.00	1800.00
	TOTAL OF ITEMS		\$6,343.40

Note: This quote valid for 30 days from
date shown above.

LABOR TO INSTALL	included
SUB TOTAL	\$6,343.40
SALES TAX	586.76
TOTAL	\$6930.16

Smith Two Way Radio, Inc.
Page 6 of 12

520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677

QUOTATION

**MOTOROLA**

Authorized Sales and Service

Customer Name: Fayetteville Fire Department
Contact Name: Scott Jones
Address:

Ship To: same
Contact Name:
Address:
City: State: Zip:
Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
SRS	FFD 6-27	6/27/11			

[illegible]

Note: This quote valid for 30 days from date shown above.

LABOR TO INSTALL	included
SUB TOTAL	\$3,575.00
SALES TAX	\$ 330.109
TOTAL	\$3,905.109

SMITH TWO-WAY RADIO, INC.

520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677

"In Radio Since 1929"

QUOTATION

C-4
Smith Two Way Radio, Inc.
Page 7 of 12

KENWOOD

Authorized Sales and Service

Customer Name: Fayetteville Fire Department
Contact Name: Scott Jones
Address:

Ship To: same
Contact Name:
Address:
City: State: Zip:
Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
SRS	FFD 6-11	6/27/11			

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Quote for station # 2, part 1		
1	RXC - 3000 decoder device	2,550.00	2,550.00
1	lot miscellaneous hardware	375.00	375.00
1	installation	600.00	600.00
1	local service call	50.00	50.00
	Quote for station #2, part 2		
3	amplified ceiling speakers	36.08	108.24
2	amplified wall mount speaker	47.40	94.80
1	speaker power supply	106.34	106.34
1	500' 2-pair shielded cable	286.90	286.90
1	five (5) speaker installation	600.00	600.00
	TOTAL OF ITEMS		\$4771.28

Note: This quote valid for 30 days from
date shown above.

LABOR TO INSTALL	included
SUB TOTAL	\$4,771.28
SALES TAX	441.34
TOTAL	\$5212.62

Smith Two Way Radio, Inc.
Page 8 of 12

520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677

QUOTATION


MOTOROLA

Authorized Sales and Service

Ship To: same
Contact Name:
Address:
City: State: Zip:
Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
SRS	FFD 6-11	6/27/11			

[illegible]

Note: This quote valid for 30 days from date shown above.

LABOR TO INSTALL	included
SUB TOTAL	\$3,575.00
SALES TAX	330.69
TOTAL	\$3905.69

SMITH TWO-WAY RADIO, INC.520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677*"In Radio Since 1929"***QUOTATION****KENWOOD****MOTOROLA**

Authorized Sales and Service

Customer Name: Fayetteville Fire Department
Contact Name: Scott Jones
Address:Ship To: same
Contact Name:
Address:
City: State: Zip:
Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
SRS	FFD 6-11	6/27/11			

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Quote for station # 4, part 1		
1	RXC - 3000 decoder device	2,550.00	2,550.00
1	lot miscellaneous hardware	375.00	375.00
1	installation	600.00	600.00
1	local service call	50.00	50.00
	Quote for station # 4, part 2		
15	amplified ceiling speakers	36.08	541.20
1	speaker power supply	106.34	106.34
1	500' 2-pair shielded cable	286.90	286.90
1	fifteen (15) speaker installation	1,200.00	1,200.00
	* this station requires no wall mount speakers.		
	TOTAL OF ITEMS		\$5,709.44

Note: This quote valid for 30 days from
date shown above.

LABOR TO INSTALL	included
SUB TOTAL	\$5,709.44
SALES TAX	528.12
TOTAL	\$6237.56

LABOR TO INSTALL	included
SUB TOTAL	\$3,575.00
SALES TAX	330.69
TOTAL	\$3905.69

SMITH TWO-WAY RADIO, INC.520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677*"In Radio Since 1929"***QUOTATION****KENWOOD****MOTOROLA**

Authorized Sales and Service

Customer Name: Fayetteville Fire Department
Contact Name: Scott Jones
Address:Ship To: same
Contact Name:
Address:
City: State: Zip:
Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
SRS	FFD 6-11	6/27/11			

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Quote for station # 6, part 1		
1	RXC - 3000 decoder device	2,550.00	2,550.00
1	lot miscellaneous hardware	375.00	375.00
1	installation	600.00	600.00
1	local service call	50.00	50.00
	Quote for station # 6, part 2		
15	amplified ceiling speakers	36.08	541.20
1	speaker power supply	106.34	106.34
1	500' 2-pair shielded cable	286.90	286.90
1	fifteen (15) speaker installation	1,200.00	1,200.00
	* this station requires no wall mount speaker		
	TOTAL OF ITEMS		\$5,709.44
LABOR TO INSTALL		included	
SUB TOTAL		\$5,709.44	
SALES TAX		528.12	
TOTAL		\$6237.56	

Note: This quote valid for 30 days from
date shown above.

June 23, 2011

Sondra Smith, City Clerk
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RECEIVED

JUN 23 2011

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

RE: Appeal of Urban Forester Decision, FPL 10-3574

Ms. Smith,

Rausch Coleman Homes (RCH) wishes to appeal the decision of the Urban Forester per Chapter 155.06(A) (3) of the Unified Development Code, *Appeals from Staff Interpretations and Actions*. The decision we wish to appeal is the denial to make payment to the Tree Escrow Account for the mitigation of trees removed in The Coves Subdivision. Per Chapter 167.4, Tree Preservation and Protection Ordinance, 352 trees have to be mitigated for the removal of 3.54 acres of existing canopy. Per 167.04, Tree Preservation and Protection During Development, RCH is proposing to mitigate by a combination of on-site mitigation, off-site forestation, and by making payment to the Tree Escrow Account. In this request, I'd like to first outline what method of mitigation that is being requested and follow that with the reason we feel the Urban Forester's decision to deny our request should be appealed.

Mitigation Proposed for The Coves, Phase One, Final plat, FPL 10-3574

On-site mitigation -Due to the nature of the subdivision layout and due to Chapter 177.05, Street Tree Planting Standards, very few spaces are left within the public right of way or within commonly held tracts of land to plant on-site mitigation trees. A total of 53 trees are proposed for on-site mitigation utilizing every sustainable planting space available. Although additional spaces appear to be open for tree planting, shallow underground utilities conflict with tree planting measures.

Off-Site Forestation -The Coves Subdivision lies directly to the west of the Walnut Crossing Subdivision where an additional 57 trees are proposed to be planted for off-site forestation. All available spaces within the public rights of ways in Walnut Crossing will be utilized for mitigation. Due to the presence of underground utilities, overhead power lines and existing street trees, RCH can only find 57 planting spaces within this development.

Tree Escrow Account - A total of 244 trees are left to be mitigated for which RCH requested to make payment to the Tree Escrow Account in the amount of \$61,000. Although additional tree planting spaces exist in the five acre park and tree preservation easement within Walnut Crossing Subdivision, these areas are away from the street and are difficult to access for the purposes of maintenance, specifically accessing with a water truck to irrigate the trees. Due to the volume of trees required to be mitigated, RCH has proposed to utilize a water truck to water the trees. In areas that are not accessible by water truck, the process of maintenance is greatly

encumbered. For this reason, RCH has requested to utilize the Tree Escrow Account option for off-site mitigation.

Basis of Appeal - RCH's interpretation of Chapter 167.04(J)(4)(c), *Money contributed under this section*, allows the City to hire contractors to complete these tasks if city staff are not available or it allows the Escrow Account to pay for full time, temporary or part time city employees to plant and maintain trees. We feel the City and residents would be better served if the Escrow Account was used to fund a small team of staff members whose sole purpose is to inventory, plant, maintain and monitor mitigation trees. Rausch Coleman Homes is a home builder whose primary focus is on building quality, affordable housing; we do not feel that the ordinance should require that we maintain such a large volume of trees or trees that are inaccessible, a task we are not best qualified for.

Rausch Coleman Homes is supportive of the Tree Preservation and Protection Ordinance, however, if the Ordinance requires developers to maintain large amounts of trees off site of their developments or in areas that are not accessible for maintenance purposes, we feel the ordinance creates an undue burden. This burden not only reflects negatively on the general acceptance of the Ordinance but it also reduces the success rate of the trees being mitigated thus nullify the objectives of the Ordinance. For these stated reasons, we wish to appeal the decision of the Urban Forester to deny our request to make payment to the Tree Escrow Account per FPL 10-3574.

Respectfully

A handwritten signature in black ink, appearing to read "Fred Rausch". The signature is fluid and cursive, with the first name "Fred" and last name "Rausch" clearly distinguishable.

Fred Rausch, Manager
Rausch Coleman Homes



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

From: Greg Howe, Urban Forester 

Date: July 6, 2011

Subject: FPL: 10-3574 The Coves Appeal of Urban Forester Decision

PROPOSAL:

The applicant is asking for relief from the Urban Forester's decision to not approve a majority of the required tree migration for phase 1 of The Coves residential development to be paid into the tree escrow account.

RECOMMENDATION:

Denial of applicant's request to appeal the Urban Forester's decision regarding Tree Preservation for The Coves subdivision.

The Coves subdivision originally came through Development Plan Review in July of 2007 as a master development concept. In October 2007 a preliminary plat was submitted and reviewed. It was approved in November 2007 by Planning Commission with the canopy measurements listed below in Table 1. (full report is attached)

Table 1: Canopy Measurements: The Coves (Phase I and II)

Total Site Area	
acres	50.51
square feet	2,200,400.16
Existing Tree Canopy	
acres	18.67
square feet	813,348.97
percent of site area	36.96%
Existing Tree Canopy Preserved	
acres	3.13
square feet	136,435.98
percent of total site area	6.20%
Percent Minimum Canopy Required	25%

Mitigation: Required The Coves (Phase I and II)

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
0 ft2	High Priority	218	0
0 ft2	Mid-Priority	290	0
41,3664.06 ft2	Low Priority	436	949

Tree Escrow equivalent of \$237,250

At the time of development approval any on-site mitigation or off-site alternatives including payment into the tree escrow account must be submitted as part of the Tree Preservation Plan or concurrently with the Tree Preservation Plan, [see 167.04 (I)(1) and 167.04(J)(1)]. At the time of Planning Commission approval mitigation trees were to be planted on-site or off-site at Holland Park.

The project was originally reviewed by Sarah Patterson, former Urban Forester. Comments from Planning Commission review on November 20, 2007 are included below.

Mitigation will be required on the site in the amount of 949 (2) inch caliper large species trees. The existing canopy is found in poor health and poor quality species. Mitigation on this site would enhance the greenspace areas and could be used to improve the riparian corridor to the north or within the Park proposed in the other phases of Walnut Crossings

Conditions of Approval:

1. Mitigation will be required on the site to bring the minimum percent canopy back up to 25%. The applicant is proposing on-site mitigation in the amount of 949 (2) inch caliper large species trees. A tree mitigation planting plan will be required with the submittal for the final plat. Staff encourages the applicant to continue speaking with the wetland specialist about adding these trees along the riparian area for enhancement.

During the construction phase for infrastructure of The Coves, owner Rausch Colman, decided to phase the subdivision. In May 2010 a final plat for 'Phase I' was submitted for review. The following tree canopy measurements were submitted with this review and are listed below in Table 2.

Table 2: Canopy Measurements: The Coves (Phase I)

Total Site Area	
acres	15.08
square feet	656,974.95
Existing Tree Canopy	
acres	4.01
square feet	174,581.02
percent of site area	26.57%
Existing Tree Canopy Preserved	
acres	0.23
square feet	9,967.85
percent of total site area	1.52%
Percent Minimum Canopy Required	25%

Mitigation: Required The Coves (Phase I)

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
0 ft2	High Priority	218	0
0 ft2	Mid-Priority	290	0
154,275.89 ft2	Low Priority	436	354

Tree Escrow equivalent of \$88,500

Mitigation Type Requested:

☒ On-Site ☒ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES ☐ NO

As noted above tree mitigation was only approved for on and off site. Payment into the Tree Escrow account was not approved for this development.

The final plat for The Coves Phase I was reviewed by myself, the current Urban Forester. Comments from the final Technical Plat review on May 13, 2010 are included below.

3. It is the Urban Forester's understanding that all off-site mitigation trees will be planted within the adjacent Walnut Crossing subdivision in Holland Park.
4. The Urban Forester is not inclined to approve money in-lieu of planting, i.e. money deposited into the Tree Escrow Fund.
 - a. The applicant should explore alternatives such as;
 - i. Using mitigation trees as street trees by integrating them with the required landscape street trees at 30 or 40 ft intervals instead of one per lot
 - ii. Adding mitigation trees as street trees in Walnut Crossing
 - iii. Adding more than the 52 mitigation trees currently slated for Holland Park (work with Parks and Recreation - Park Planning section).
 - iv. There is also the possibility that trees are required at the area north of the Woolsey wetland prairie restoration site at the wastewater treatment plant located on Broyles north of the developments location. The Urban Forester will inquire about this.
5. A tree mitigation planting plan is required detailing the location of all on and off site plantings with the submittal of the final plat.

DISCUSSION ON APPEAL LETTER:

The applicant's appeal letter indicates that every sustainable planting space has been utilized in The Coves and in Walnut Crossing with only 57 of the 352 mitigation trees being planted. Based on earlier plans developed by the applicant acceptable planting spaces within the Tree Preservation Area in Walnut Crossing and Holland Park do exist. Additionally, more mitigation trees can be added to both developments as street trees.

The applicant has expressed that the presence of underground utilities, overhead utility lines and existing streets trees do not allow for trees to be planted in the rights-of-way. Based on as-built plans the top of most utilities are 4-8ft deep in the rights-of-way (ROW). This is adequate depth for tree

plantings. Section 177.04 (D)(3)(d) of the Landscape Regulations ordinance provides direction for the use of small species trees when there are overhead utility lines. While residential subdivisions require 1 tree per lot, [177.05(B)(2)] it is recommended the applicant use a 30-40ft spacing in Walnut Crossing and The Coves to add mitigation trees to the street rights-of-way. This is allowed under 167.04(I)(9)(d). When the City has utilizes tree escrow funds in residential subdivisions, this is the typical approach used.

The applicant has suggested that having trees in areas away from the street and/or areas difficult to access is a sufficient reason to forgo on-site mitigation even when adequate planting locations exist. In this case, based on meetings with the applicant, the wording "difficult to access" refers mainly to the ability to get a water truck to the site. The applicant would like to use a large water truck along the street to maintain the trees. If trees are planted away from the street rights-of-way, Adriving large vehicles over grass areas, asphalt trails and concrete sidewalks may lead to damage of existing areas which would require additional costs in repairs. However, there is no requirement to use large trucks to water. Alternatives exist, such as, placing 6-12 inches of mulch down on the ground and covering with steel plates or plywood to drive the truck over, using a utility ATV with a water tank on the rear or pulled behind, using a 500-1,000 gallon water truck or trailer combination; or, simply adding additional hose lengths to reach the off-street locations with a pump adequate to provide the required pressure. Maintenance of the trees is part of the purpose of Chapter 167, [167.01 Propose]. Difficulty of maintenance alone is not a reason to forgo on-site mitigation where adequate planting spaces are available.

In the appeal request the applicant attests that a home builder should not be burdened with maintaining a "large volume of trees" because they are "not best qualified for [this task]." A home builder may not be qualified to care for trees however, the home builder can hire as a sub-contractor or independent agent such as a landscape company to provide them the expertise necessary to carry out this ordinance requirement.

In the last paragraph of the appeal the applicant states "...maintain[ing] large amounts of trees ... creates an undue burden [for the developer]." And believes this task should be shouldered by the City through the tree escrow account. As the interpreter of Chapter 167 it is my perspective of the code that it is the developer's the decision to undertake the burden of mitigation trees and is decided when the developer designs a development that does not meet the required tree preservation zoning percentage. At this point the developer knows the extent of tree mitigation required, in this case 949 trees for The Coves in total. If this number was unacceptable then the development should have been re-designed to preserve more trees. In this case, the developer has gained the benefit of designing the development in a fashion that made maximum use of the parcel while preserving a low amount of trees. Within the Tree Preservation and Protection Ordinance the burden of maintaining mitigation trees and achieving a 90% survival rate is squarely put on the developer [167.04(I)(b)].

In summary, in my opinion, this appeal should be denied for the following reasons;

- 1) The applicant did not apply for and has not been approved by Planning Commission to place funds in the tree escrow account during the Development Review Process as required by 167.04(J)(1).
- 2) The presence of underground utilities, overhead utilities and ordinance requirements for 1 tree per residential lot are not reasons to forgo planting additional mitigation trees in the rights-of-ways.
- 3) Difficulty in maintaining mitigation trees is not a requirement to place funds into the escrow account. Based on 167.01(B)(1-5) – *Principals* of the ordinance, on-site mitigation is the first choice after preservation, and only if it cannot be achieved are other alternatives to be pursued.

- 4) The Tree Preservation and Protection Ordinance by virtue of allowing for mitigation presumes to place the burden of planting and maintaining mitigation trees on the Tree Preservation Plan applicant. Only in instances where planting space is limited should funds be paid to the Tree Escrow account.
- 5) In the event this appeal is approved by the City Council it will set a precedent for other developers to avoid on-site mitigation requirements and place the burden of mitigation on the City.

BUDGET IMPACT:

If the appeal is denied there is no budget impact. If the appeal is upheld then administrative duties to develop a tree planting plan, develop a bid package, administer the bid and manage the tree planting and maintenance project will be absorbed by the City.

Attachments:

November 20, 2007 Preliminary Plat Planning Commission Urban Forester Comments
June 13, 2010 Final Plat Technical Plat Review Meeting Urban Forester Comments.

RESOLUTION NO. _____

A RESOLUTION GRANTING THE APPEAL OF RAUSCH COLEMAN HOMES OF THE DECISION OF THE URBAN FORESTER CONCERNING LANDSCAPE AND TREE PRESERVATION AND PROTECTION REQUIREMENTS FOR THE COVES, PHASE ONE, FPL 10-3574

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 grants the appeal of Rausch Coleman Homes of the decision of the Urban Forester concerning landscape and tree preservation and protection requirements for The Coves, Phase One, FPL 10-3574.

PASSED and APPROVED this _____ day of July, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



PARKS AND RECREATION DIVISION
1455 S Happy Hollow Rd
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

TDD (Telecommunications Device for the Deaf)
(479) 521-1316

URBAN FORESTRY DIVISION

TREE PRESERVATION AND PROTECTION – Chapter 167

To: ENGINEERING DESIGN ASSOCIATES

CC: Andrew Garner, Senior Planner

From: Greg Howe, Urban Forester/Landscape Administrator

Date: June 13, 2011

Subject: FPL 11-3574: The Coves Phase I Technical Plat Review Comments

Canopy Measurements: The Coves Phase I

Total Site Area	
acres	15.08
square feet	656,974.95
Existing Tree Canopy	
acres	4.01
square feet	174,581.02
percent of site area	26.57%
Existing Tree Canopy Preserved	
acres	0.23
square feet	9,967.85
percent of total site area	1.52%
Percent Minimum Canopy Required	25%

Mitigation: Required The Coves Phase I

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft ²)	Number of 2" caliper trees to be planted
ft ²	High Priority	218	0
ft ²	Mid-Priority	290	0
154,275.89 ft ²	Low Priority	436	354

Tree Escrow equivalent of \$88,500

Mitigation Type Requested:

☒ On-Site ☒ Off-Site ☒ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☐ YES ☒ NO

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TREE PRESERVATION AND PROTECTION PLAN COMMENTS:

1. The Coves, Phase I and II have a mitigation requirement to bring the minimum percent canopy back up to 25%. Mitigation in the amount of 949 (2) inch caliper large species trees is required.
2. The Coves Phase I part of tree canopy mitigation requires that 354 mitigation trees be planted with this phase.
3. It is the Urban Foresters understanding that all off-site mitigation trees will be planted within the adjacent Walnut Crossing subdivision in street rights-of-way.
4. The Urban Forester is not incline to approve \$61,000 money in-lieu of planting, i.e. money deposited into the Tree Escrow Fund.
 - a. The applicant should explore alternatives such as;
 - i. Using mitigation trees as street trees by integrating them with the required landscape street trees at 30 or 40 ft intervals instead of one per lot
 - ii. Adding mitigation trees as street trees in Walnut Crossing
 - iii. Keep the former 52 mitigation trees slated for Holland Park and adding additional trees.
5. In the event all or some of the mitigation trees slated to be planted can not be planted prior to the signing of the final plat a 150% Performance Bond covering plant material, supplies and installation will be required. It shall be deposited with the Planning Department. A final planting date must also be noted on the final plat.
6. Urban Forester recommends denial of approval of final plat.



PC Meeting of November 20, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 444-3470

TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville Planning Commission

From: Sarah K. Patterson, Urban Forester

Date: November 20, 2007

ITEM # PPL 07-2766: Preliminary Plat (The Coves)

Requirements Submitted:

T	Initial Review with the Urban Forester
T	Site Analysis Map Submitted
T	Site Analysis Written Report Submitted
T	Complete Tree Preservation Plan Submitted

Canopy Measurements:

Total Site Area	
acres	50.51
square feet	2,200,400.16
Existing Tree Canopy	
acres	18.67
square feet	813,348.97
percent of site area	36.96%
Existing Tree Canopy Preserved	
acres	3.13
square feet	136,435.98
percent of total site area	6.20%
Percent Minimum Canopy Required	25%

FINDINGS:

The desirability of preserving a tree or group of trees by reason of age, location, size or species.

- **This is a very large site with approximately 37% covered in canopy. The use of this land in the past has been for grazing. The size and**

species composition supports this as many of the trees are smaller in size and are typical species found on relic pasture land (i.e. cedar, locust, ash). I walked several portions of the site and was surprised to find the majority of the trees are found to be in poor health. The ground is saturated leading to a low priority of canopy. The few 'significant' trees in size are of the species found on the less desirable list and are in poor condition. The highest priority canopy is found along the northern property line where floodway and floodplain exists.

The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

- **Environmental degradation should not occur on the site. The trees found on this site are going through a succession. Development would enhance this area and improve the greenspace.**

The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

- **Few adjacent property owners should be affected by the removal of tree canopy on the site. The majority of the site is surrounded by undeveloped land.**

Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

- **N/A**

Whether the size or shape of the lot reduces the flexibility of the design.

- **The shape and size of this lot does not reduce flexibility. There is a very large existing gas easement that does put development restrictions on the plan.**

The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.

- **The general health of these trees was determined to be fair to poor.**

The placement of the tree or group of trees in relation to utilities, structures, and use of the property.

- **This development has identified the areas of higher priority canopy, along floodway, and designed in a manor to leave this area completely protected and preserved. There are few other areas where some canopy will be saved within the individual lots.**

The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

- **The utility easements fluctuate throughout this property. There are areas where they were removed or reduced to save more canopy.**

Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

- **The quality of the canopy on this project did not determine the location of the roads. The northern area was maintained and avoided as it is a floodway with high priority canopy.**

Construction requirements for On-Site and Off-Site Alternatives.

- **N/A**

The effects of proposed On-Site Mitigation or Off-Site Alternatives.

- **Mitigation will be required on the site in the amount of 949 (2) inch caliper large species trees. The existing canopy is found in poor health and poor quality species. Mitigation on this site would enhance the greenspace areas and could be used to improve the riparian corridor to the north or within the Park proposed in the other phases of Walnut Crossings.**

The effect other chapters of the UDC, and departmental regulations have on the development design.

- **Zoning and Land use was approved through the Planned Zoning District Option.**

The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:

- **Floodway and a small amount of wetland has been found on the site.**

The impact a substantial modification or rejection of the application would have on the Applicant:

- **Staff is recommending approval of this Tree Preservation Plan with the following conditions of approval.**

Conditions of Approval:

1. **Mitigation will be required on the site to bring the minimum percent canopy back up to 25%. The applicant is proposing on-site mitigation in the amount of 949 (2) inch caliper large species trees. A tree mitigation planting plan will be required with the submittal for the final plat. Staff encourages the applicant to continue speaking with the wetland specialist about adding these trees along the riparian area for enhancement.**
2. **A 3-year maintenance and monitoring bond will be required for all trees planted on-site. This number will be determined at time of final plat for each of the two phases.**
3. **Preserved tree canopy found along the northern property line will be required to be placed within a Tree Preservation Area and deeded to the Property Owners Association at time of Final Plat.**
4. **Please include the proposed and existing utility easements on the Tree Preservation Plan at time of construction document review.**

Agenda Session 7/12/11

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
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
July 19, 2011**

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

✓. Ambulance Committee Report

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

- ✓. Approval of the July 5, 2011 City Council meeting minutes.**
- ✓. Stephens, Inc.:** A resolution approving the renewal of the contract with Stephens, Inc., as amended, to act as the City of Fayetteville's benefits broker and advisor.

3. **ADM 11-3864 Fayetteville Sculpture Show:** A resolution to express the City Council's agreement that the City should create an Art Fair within the city park system and/or along city trails to generate funds to purchase sculptures or other art for the city trails.
4. **Garver, LLC:** A resolution to approve an agreement for engineering services with Garver, LLC in a not to exceed amount of \$20,000.00 related to the replacement of the current ten inch Elkins sewer main with an eighteen inch sewer main.
5. **Verizon Third Amendment:** A resolution to approve the Third Amendment of the water tower attachment communication site agreement of December 2009 to allow new and additional cell phone antennas to be placed upon the Gulley Road Water Tower by Verizon.
6. **Arkansas State Highway Commission Agreement:** A resolution to approve a utility construction/relocation agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project.
7. **Arkansas Highway and Transportation Department:** A resolution to dedicate the highway right-of-way to the Arkansas Highway and Transportation Department for the realigned Highway 71.
8. **McClelland Engineering, Inc. Task Order No. 6:** A resolution to approve Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the airfield pavement rehabilitation and re-striping project in the approximate amount of \$22,830.00.
9. **Bid #11-41 Donnie Sams:** A resolution awarding Bid #11-41 and approving a five (5) year airport hay field lease with Donnie Sams of West Fork, Arkansas in the total rental amount of \$12,805.00.
10. **RFP #11-07 Soccer Uniforms:** A resolution to approve and award request for proposal #11-07 to _____ in the amount of about \$ _____ for about 1,800 youth soccer uniforms for the 2011-2012 season.

B. Unfinished Business:

1. **RZN 11-3806 (South of Zion Road and East of Taliesin Lane/Woodbury):** An ordinance revoking R-PZD 06-2190 (Woodbury) rezoning that property described in rezoning petition RZN 11-3806, for approximately 9.26 acres, located south of Zion Road and east of Taliesin Lane, from R-PZD, Residential Planned Zoning District 06-2190, to NC, Neighborhood Conservation. *This ordinance was left on the Second Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Third Reading at the July 5, 2011 City Council meeting and Tabled to the July 19, City Council meeting.*

Left on the Third Reading

- ✓ **Appeal RZN 11-3831 (209 W. Martin Luther King Blvd.):** An ordinance rezoning that property described in rezoning petition RZN 11-3831, for approximately 2.64 acres located at 209 West Martin Luther King Boulevard from RMF-24, Residential Multi-Family, 24 units per acre to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Second Reading at the July 5, 2011 City Council meeting.*

Left on the Second Reading

C. New Business:

- ✓ **RZN 11-3857 (510 West 11th Street/989 South School Avenue/Sale Barn):** An ordinance rezoning that property described in rezoning petition RZN 11-3857, for approximately 12 acres, located at 510 West 11th Street and 989 South School Avenue (The Sale Barn) from RMF-24, Residential Multi-Family, 24 units/acre, I-1, Heavy Commercial/Light Industrial, and DG, Downtown General to CS, Community Services.
- ✓ **VAC 11-3861 (1528 North Garland Avenue):** An ordinance approving VAC 11-3861 submitted by H2 Engineering for property located at 1528 North Garland Avenue to vacate two portions of a utility easement, a total of 190 square feet.
- ✓ **Amend §163.13 Wireless Communications Facilities:** An ordinance to amend §163.13 Wireless Communications Facilities of the Unified Development Code to add an exemption necessary for adequate emergency service communications.
- ✓ **Smith Two Way Radio, Inc.:** An ordinance to waive competitive bidding and to approve a purchase of a Motorola radio fire station alerting system in the amount of \$40,240.66 which includes all labor and sales tax.
- ✓ **Coves Subdivision Appeal:** A resolution granting the appeal of Rausch Coleman Homes of the decision of the Urban Forester concerning landscape and tree preservation and protection requirements for the Coves, Phase One, FPL 10-3574.

Add: Rebuilding Together, Inc. - NB#1

City Council Tour: Monday, July 18, 2011 at 4:30 p.m. The Council will tour the Solid Waste and Recycling Facility.

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.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

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6. ✓ **Arkansas State Highway Commission Agreement:** A resolution to approve a utility construction/relocation agreement with the Arkansas State Highway Commission related to the Highway 16 East Widening and Improvement Project.
7. ✓ **Arkansas Highway and Transportation Department:** A resolution to dedicate the highway right-of-way to the Arkansas Highway and Transportation Department for the realigned Highway 71.
8. ✓ **McClelland Engineering, Inc. Task Order No. 6:** A resolution to approve Task Order No. 6 for engineering work by McClelland Engineering, Inc. related to the airfield pavement rehabilitation and re-striping project in the approximate amount of \$22,830.00.
9. ✓ **Bid #11-41 Donnie Sams:** A resolution awarding Bid #11-41 and approving a five (5) year airport hay field lease with Donnie Sams of West Fork, Arkansas in the total rental amount of \$12,805.00.
10. ✓ **RFP #11-07 Soccer Uniforms:** A resolution to approve and award request for proposal #11-07 to _____ in the amount of about \$ _____ for about 1,800 youth soccer uniforms for the 2011-2012 season.

B. Unfinished Business:

1. ✓ **RZN 11-3806 (South of Zion Road and East of Taliesin Lane/Woodbury):** An ordinance revoking R-PZD 06-2190 (Woodbury) rezoning that property described in rezoning petition RZN 11-3806, for approximately 9.26 acres, located south of Zion Road and east of Taliesin Lane, from R-PZD, Residential Planned Zoning District 06-2190, to NC, Neighborhood Conservation. *This ordinance was left on the Second Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Third Reading at the July 5, 2011 City Council meeting and Tabled to the July 19, City Council meeting.*

Left on the Third Reading

2. ✓ **Appeal RZN 11-3831 (209 W. Martin Luther King Blvd.):** An ordinance rezoning that property described in rezoning petition RZN 11-3831, for approximately 2.64 acres located at 209 West Martin Luther King Boulevard from RMF-24, Residential Multi-Family, 24 units per acre to C-1, Neighborhood Commercial. *This ordinance was left on the First Reading at the June 21, 2011 City Council meeting. This ordinance was left on the Second Reading at the July 5, 2011 City Council meeting.*

Left on the Second Reading

C. New Business:

1. ✓ **RZN 11-3857 (510 West 11th Street/989 South School Avenue/Sale Barn):** An ordinance rezoning that property described in rezoning petition RZN 11-3857, for approximately 12 acres, located at 510 West 11th Street and 989 South School Avenue (The Sale Barn) from RMF-24, Residential Multi-Family, 24 units/acre, I-1, Heavy Commercial/Light Industrial, and DG, Downtown General to CS, Community Services.
2. ✓ **VAC 11-3861 (1528 North Garland Avenue):** An ordinance approving VAC 11-3861 submitted by H2 Engineering for property located at 1528 North Garland Avenue to vacate two portions of a utility easement, a total of 190 square feet.
3. ✓ **Amend §163.13 Wireless Communications Facilities:** An ordinance to amend §163.13 Wireless Communications Facilities of the Unified Development Code to add an exemption necessary for adequate emergency service communications.
4. ✓ **Smith Two Way Radio, Inc.:** An ordinance to waive competitive bidding and to approve a purchase of a Motorola radio fire station alerting system in the amount of \$40,240.66 which includes all labor and sales tax.

5. Coves Subdivision Appeal: Still waiting on information.

City Council Tour: Monday, July 18, 2011 at 4:30 p.m. The Council will tour the Solid Waste and Recycling Facility.

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.

Handed out at Agenda Session 7/12/11

CITY OF FAYETTEVILLE, ARKANSAS
Area Groups by Taxes Paid

<u>rank</u>	<u>Area of Fayetteville</u>	<u>May-11</u> <i>sales</i>	<u>Dec %</u>	<u>Jan %</u>	<u>Feb %</u>	<u>Mar %</u>	<u>Apr %</u>	<u>May %</u>
1	Mall Area / North side	\$ 57,953.19	4.52%	8.30%	(-0.51%)	8.47%	8.64%	4.88%
2	Martin Luther King Blvd.	\$ 31,721.60	7.59%	6.09%	(-2.52%)	1.84%	2.60%	8.32%
3	College / Gregg	\$ 28,450.92	6.72%	8.78%	(-10.27%)	(-0.20%)	(-1.88%)	(-2.58%)
4	West Side	\$ 23,706.33	19.92%	15.46%	6.64%	10.58%	9.37%	13.33%
5	Dickson Street / Entertainment District	\$ 21,883.67	5.49%	11.76%	(-5.45%)	(-0.88%)	4.97%	9.36%
6	East side	\$ 9,483.77	21.98%	25.24%	11.17%	21.79%	8.54%	7.30%
7	Multiple Locations	\$ 8,823.22	3.58%	7.31%	(-5.93%)	11.50%	5.35%	3.72%
8	South side	\$ 7,117.21	25.79%	3.96%	(-2.58%)	0.76%	5.55%	13.39%
9	Square	\$ 5,177.28	7.74%	(-4.07%)	(-8.73%)	(-14.56%)	(-5.21%)	7.23%
10	Miscellaneous	\$ 2,861.13	(-15.05%)	16.46%	(-10.56%)	9.25%	21.04%	4.10%
11	Caterers / Mobile Units / Seasonal	\$ 855.81	17.05%	3.89%	(-7.93%)	17.93%	4.47%	(-17.07%)

CITY OF FAYETTEVILLE
1% HOTEL, MOTEL, RESTAURANT TAXES
6 MONTH COMPARISON BY MONTHLY COLLECTIONS

	2009 TOTAL	2010 TOTAL	2011 TOTAL	Difference	Percentage
December	164,729.75	177,785.23		13,055.48	7.93%
January		146,053.21	159,756.16	13,702.95	9.38%
February		169,849.08	165,693.37	(4,155.71)	-2.45%
March		180,135.74	188,980.45	8,844.71	4.91%
April		183,598.36	193,423.28	9,824.92	5.35%
May		186,875.44	198,034.13	11,158.69	5.97%

Total % Increase
in 6 months: 5.08%

Miscellaneous

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
Chartwell's Dining Compass Group USA, Inc.	\$1,814.40	\$1,835.68	1.17%	\$1,872.80	\$1,717.47	-8.29%	\$3,052.85	\$2,452.36	-19.67%	\$2,470.06	\$3,055.15	23.69%	\$3,397.70	\$4,016.00
Hutch's Hog Trough	\$20.00	\$9.00	-55.00%	\$16.00	\$13.00	-18.75%	\$18.00	\$12.00	-33.33%	\$13.00	\$12.00	-7.69%	\$13.00	\$12.00
Sodexo Operations, LLC U of A Food	\$1,227.16	\$756.24	-38.37%	\$667.81	\$1,246.86	86.71%	\$911.10	\$1,097.25	20.43%	\$1,152.09	\$904.23	-21.51%	\$1,125.92	\$1,462.00
Grand Total	\$3,061.56	\$2,600.92	-15.05%	\$2,556.61	\$2,977.33	16.46%	\$3,981.95	\$3,561.61	-10.56%	\$3,635.15	\$3,971.38	9.25%	\$4,536.62	\$5,491.00

Dickson Street

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	
Bordino's Dining, LLC	\$2,035.00	\$1,657.00	-18.57%	\$1,224.00	\$1,397.00	14.13%	\$1,699.50	\$1,773.00	4.32%	\$1,687.00	\$1,276.00	-24.36%	\$1,678.00	\$
Buster Belly's Bar & Deli	\$187.51	\$175.00	-6.67%	\$187.05	\$184.00	-1.63%	\$201.94	\$207.00	2.51%	\$218.96	\$248.00	13.26%	\$198.88	
Common Grounds	\$943.00	\$893.00	-5.30%	\$837.00	\$776.00	-7.29%	\$985.00	\$762.00	-22.64%	\$1,054.00	\$798.00	-24.29%	\$1,170.00	
Dickson Dining LLC (dba Jose's)	\$425.00	\$320.00	-24.71%	\$365.00	\$345.00	-5.48%	\$468.00	\$362.00	-22.65%	\$661.00	\$519.00	-21.48%	\$852.00	
Doe's Eat Place	\$699.33	\$637.00	-8.91%	\$470.40	\$540.00	14.80%	\$691.88	\$661.50	-4.39%	\$721.28	\$654.64	-9.24%	\$782.83	
Early Berlin, 1936 Cafe & Club	\$428.00	\$270.00	-36.92%	\$276.00	\$207.00	-25.00%	\$382.00	\$363.00	-4.97%	\$307.00	\$226.00	-26.38%	\$295.00	
Emelia's Kitchen	\$233.00	\$214.68	-7.86%	\$171.05	\$177.76	3.92%	\$251.61	\$258.75	2.84%	\$212.42	\$208.05	-2.06%	\$276.16	
Feltner Brothers	\$297.34	\$281.77	-5.24%	\$271.37	\$291.09	7.27%	\$309.15	\$314.75	1.81%	\$320.06	\$329.44	2.93%	\$390.19	
Flying Burrito Company #1 Spring	\$635.00	\$609.00	-4.09%	\$514.00	\$449.00	-12.65%	\$542.00	\$450.00	-16.97%	\$570.00	\$543.00	-4.74%	\$574.00	
Gelateria Scarpino (now reported under Southern Hospitality)	\$85.00	\$74.00	-12.94%	\$132.00	\$47.00	-64.39%	\$101.00	\$38.00	-62.38%	\$47.00	\$45.53	-3.13%	\$222.00	
Geno's Pizza, Inc.	\$95.00	\$70.00	-26.32%	\$120.00	\$90.00	-25.00%	\$131.00	\$104.00	-20.61%	\$119.00	\$99.00	-16.81%	\$182.00	
Grub's Bar and Grille	\$1,046.78	\$811.40	-22.49%	\$1,164.11	\$887.42	-23.77%	\$1,303.17	\$950.51	-27.06%	\$1,239.84	\$844.06	-31.92%	\$1,240.35	
Habibi	\$38.50	\$19.19	-50.16%	\$29.51	\$20.88	-29.24%	\$40.66	\$25.03	-38.44%	\$50.73		-100.00%	\$46.60	
Hammontrees Gourmet, Inc.	\$288.00	\$522.00	81.25%	\$295.00	\$500.00	69.49%	\$327.00	\$500.00	52.91%	\$367.00	\$647.00	76.29%	\$488.00	
Hog Haus Brewing Co, Inc	\$1,029.00	\$1,018.00	-1.07%	\$873.00	\$935.00	7.10%	\$1,122.00	\$965.00	-13.99%	\$1,284.00	\$1,019.00	-20.64%	\$1,261.00	\$
Inn At Carnall Hall (Ella's Restaurant)	\$1,344.00	\$1,522.00	13.24%	\$941.00	\$1,124.00	19.45%	\$2,158.00	\$1,652.00	-23.45%	\$1,790.00	\$1,457.00	-18.60%	\$2,097.66	\$
Jimmy John's Gourmet Subs	\$589.45	\$677.29	14.90%	\$633.04	\$889.24	40.47%	\$947.69	\$898.48	-5.19%	\$691.19	\$832.82	20.49%	\$845.48	\$
Kosmos Greekafe LLC	\$268.00	\$305.00	13.81%	\$254.00	\$282.00	11.02%	\$295.00	\$273.00	-7.46%	\$335.00	\$353.00	5.37%	\$363.00	
Mickey Finn's Irish Pub	\$217.07	\$220.00	1.35%	\$251.75	\$259.00	2.88%	\$271.74	\$226.00	-16.83%	\$280.17	\$295.00	5.29%	\$249.61	
Powerhouse Seafood & Grill Zydeco, Inc.	\$916.24	\$1,040.48	13.56%	\$671.10	\$846.07	26.07%	\$1,011.10	\$903.00	-10.69%	\$897.38	\$986.25	9.90%	\$1,096.36	\$
Qdoba Mexican Grill	\$390.63	\$423.82	8.50%	\$533.57	\$533.79	0.04%	\$590.39	\$642.11	8.76%	\$612.23	\$640.14	4.56%	\$717.53	
Rogue Pizza Company Inc.	\$123.50	\$43.00	-65.18%	\$138.00	\$42.00	-69.57%	\$165.00	\$28.00	-83.03%	\$253.50	\$26.00	-89.74%	\$416.50	
The Dickson Street Inn	\$135.98	\$160.07	17.72%	\$87.02	\$185.83	113.55%	\$189.73	\$272.73	43.75%	\$267.24	\$266.07	-0.44%	\$322.88	
The Garden Room	\$93.71	\$162.74	73.66%	\$26.96	\$7.98	-70.40%	\$12.75	\$40.33	216.31%	\$62.01	\$54.25	-12.51%	\$133.76	
Theo's	\$843.00	\$901.00	6.88%	\$672.00	\$723.00	7.59%	\$888.00	\$777.02	-12.50%	\$799.00	\$895.49	12.08%	\$1,000.00	\$
U. S. Pizza Company	\$583.00	\$681.00	16.81%	\$569.00	\$598.50	5.18%	\$633.00	\$638.00	0.79%	\$682.50	\$659.00	-3.44%	\$819.50	
Wasabi	\$688.00	\$916.00	33.14%	\$734.00	\$965.00	31.47%	\$906.00	\$1,009.00	11.37%	\$930.00	\$1,135.00	22.04%	\$1,049.00	\$
Willy D's	\$165.00	\$298.00	80.61%	\$231.00	\$224.86	-2.66%	\$392.50	\$297.00	-24.33%	\$292.00	\$221.00	-24.32%	\$214.00	
Wine Keller	\$121.12	\$184.70	52.49%	\$104.66	\$124.08	18.56%	\$121.26	\$160.36	32.24%	\$153.21	\$198.84	29.78%	\$132.88	
Yancey's Dickson Street Dogs	\$5.01	\$38.13	661.08%	\$0.00	\$11.43	100.00%	\$4.26	\$17.46	309.86%	\$36.02	\$26.44	-26.60%	\$35.29	
Yazzetti's	\$3.30	\$4.86	47.27%	\$2.84	\$0.00	-100.00%	\$1.38	\$2.61	89.13%	\$4.31	\$6.68	54.99%	\$4.08	
You Know?? Uno!!	\$64.36	\$60.00	-6.77%	\$63.92	\$64.00	0.13%	\$88.98	\$67.00	-24.70%	\$69.60	\$73.00	4.89%	\$56.31	
Zooloos	\$41.00	\$29.00	-29.27%	\$43.00	\$31.00	-27.91%	\$55.00	\$55.00	0.00%	\$31.00	\$46.00	48.39%	\$48.00	
Grand Total	\$15,057.83	\$15,239.13	1.20%	\$12,886.35	\$13,758.93	6.77%	\$17,287.69	\$15,693.64	-9.22%	\$17,045.65	\$15,628.70	-8.31%	\$19,258.85	\$1

Dickson Street

(These businesses are either new, closed, or have not submitted the latest report.)

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	
Big Momma's Coffee & Espresso Bar LLC/Dickson		\$21.81	100.00%	\$0.00	\$18.65	100.00%	\$0.00	\$16.03	100.00%	\$0.00	\$23.28	100.00%	\$10.00	
Blue Fin Sushi & Bar	\$95.42		-100.00%	\$118.85		-100.00%	\$108.00		-100.00%	\$87.00		-100.00%	\$119.75	
Chipotle Mexican Grill #1603			0.00%			0.00%			0.00%			0.00%		
Clubhaus Fitness Center	\$12.00	\$26.00	116.67%	\$15.00	\$27.50	83.33%	\$19.00	\$38.83	104.37%	\$25.00	\$33.48	33.92%	\$22.50	
Dickson Street Pub			0.00%			0.00%			0.00%			0.00%		
El Sancho Mexican Restaurant & Tequila Bar	\$0.00	\$168.00	100.00%	\$0.00	\$24.00	100.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	
Farrell's Bar & Grill		\$614.00	100.00%		\$796.00	100.00%		\$709.00	100.00%		\$749.00	100.00%		
Moonberries Frozen Yogurt	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$216.06		-100.00%	\$494.35	
Orange Mango Frozen Yogurt		\$156.52	100.00%		\$173.23	100.00%		\$171.78	100.00%		\$284.54	100.00%		
Rock Bottom at West End	\$0.00	\$19.00	100.00%	\$0.00	\$53.00	100.00%	\$0.00	\$87.00	100.00%	\$0.00	\$101.00	100.00%	\$0.00	
Sunrise Café Off Dickson (closed)	\$118.33	\$32.01	-72.95%	\$107.47		-100.00%	\$139.36		-100.00%	\$143.49		-100.00%	\$147.55	
Waffle House			0.00%			0.00%			0.00%		\$543.10	100.00%		
WOW Japanese Bistro	\$146.00		-100.00%	\$161.00		-100.00%	\$125.00		-100.00%			0.00%		
Grand Total	\$371.75	\$1,037.34	179.04%	\$402.32	\$1,092.38	171.52%	\$391.36	\$1,022.64	161.30%	\$471.55	\$1,734.40	267.81%	\$794.15	\$

Total for All Businesses

	\$15,429.58	\$16,276.47	5.49%	\$13,288.67	\$14,851.31	11.76%	\$17,679.05	\$16,716.28	-5.45%	\$17,517.20	\$17,363.10	-0.88%	\$20,053.00	\$2
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Square

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
A Taste of Thai	\$305.00	\$454.43	48.99%	\$297.00	\$408.81	37.65%	\$381.00	\$349.11	-8.37%	\$583.00	\$478.48	-17.93%	\$499.00	\$449.00
Bliss Cupcake Café, LLC	\$35.40	\$30.58	-13.62%	\$32.88	\$105.63	221.26%	\$37.11	\$115.29	210.67%	\$30.58	\$158.99	419.91%	\$29.20	\$168.00
Damgoode Pies c/o Maxwell Investments, LLC	\$802.00	\$781.00	-2.62%	\$680.00	\$674.00	-0.88%	\$637.00	\$612.00	-3.92%	\$651.00	\$669.00	2.76%	\$681.00	\$770.00
Hugo's Restaurant	\$1,057.00	\$1,133.00	7.19%	\$826.00	\$788.00	-4.60%	\$911.00	\$845.00	-7.24%	\$991.00	\$950.00	-4.14%	\$956.00	\$932.00
Little Bread Company	\$84.70	\$114.00	34.59%	\$88.20	\$86.00	-2.49%	\$109.67	\$104.00	-5.17%	\$148.00	\$116.00	-21.62%	\$129.00	\$151.00
Loafin Joe's	\$355.00	\$346.00	-2.54%	\$360.00	\$345.00	-4.17%	\$375.00	\$336.00	-10.40%	\$392.00	\$378.00	-3.57%	\$419.00	\$424.00
Petra Café, LLC	\$50.64	\$60.00	18.48%	\$66.28	\$70.00	5.61%	\$77.64	\$62.00	-20.14%	\$77.93	\$85.00	9.07%	\$80.14	\$86.00
Stay Inn Style	\$13.00	\$9.00	-30.77%	\$5.00	\$0.00	-100.00%	\$24.00	\$22.00	-8.33%	\$20.00	\$10.00	-50.00%	\$18.00	\$28.00
The Cosmopolitan Hotel	\$1,358.99	\$1,086.41	-20.06%	\$1,089.04	\$669.35	-38.54%	\$1,202.45	\$946.86	-21.26%	\$1,562.34	\$834.40	-46.59%	\$1,854.27	\$1,318.00
Tiny Tim's Pizza West Mtn Brewing Company	\$845.00	\$880.00	4.14%	\$445.00	\$427.00	-4.04%	\$481.00	\$396.00	-17.67%	\$498.00	\$425.00	-14.66%	\$508.00	\$481.00
Grand Total	\$4,906.73	\$4,894.42	-0.25%	\$3,889.40	\$3,573.79	-8.11%	\$4,235.87	\$3,788.26	-10.57%	\$4,953.85	\$4,104.87	-17.14%	\$5,173.61	\$4,808.00

Square

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Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
Fresco Café & Pub			0.00%			0.00%			0.00%			0.00%		
Hjem Restaurant	\$0.00	\$225.00	100.00%	\$0.00	\$126.00	100.00%	\$0.00	\$128.00	100.00%	\$0.00	\$199.00	100.00%	\$0.00	\$219.00
Oseguera Mexican Steakhouse	\$0.00	\$61.00	100.00%	\$139.00	\$60.80	-56.26%	\$140.00	\$74.00	-47.14%	\$106.00	\$65.00	-38.68%	\$123.00	\$88.00
Uncle Gaylord's/David's Restaurant	\$59.96	\$91.53	52.65%	\$47.29	\$61.16	29.33%	\$66.86	\$64.63	-3.34%	\$53.60		-100.00%	\$100.71	
Whole Earth Organic Lounge	\$0.00	\$79.12	100.00%	\$0.00	\$88.09	100.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
Grand Total	\$59.96	\$456.65	661.59%	\$186.29	\$336.05	80.39%	\$206.86	\$266.63	28.89%	\$159.60	\$264.00	65.41%	\$223.71	\$307.00
Total for All Businesses	\$4,966.69	\$5,351.07	7.74%	\$4,075.69	\$3,909.84	-4.07%	\$4,442.73	\$4,054.89	-8.73%	\$5,113.45	\$4,368.87	-14.56%	\$5,397.32	\$5,116.00

Mall Area/Northside

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
Applebee's Neighborhood Grill /Bar	\$1,439.26	\$1,372.23	-4.66%	\$998.88	\$1,061.45	6.26%	\$1,199.97	\$1,061.65	-11.53%	\$1,320.12	\$1,327.82	0.58%	\$959.30	\$959.30
Arby's #7745/Mall	\$660.49	\$705.42	6.80%	\$493.55	\$585.12	18.55%	\$537.10	\$524.67	-2.31%	\$584.51	\$691.58	18.32%	\$535.52	\$691.58
Arkansas Music Pavilion, Inc.	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$59.50	\$59.50
Barnes & Noble Super Stores	\$421.51	\$473.68	12.38%	\$173.01	\$135.93	-21.43%	\$256.57	\$220.60	-14.02%	\$229.20	\$235.93	2.94%	\$185.49	\$185.49
Buffalo Wild Wings	\$1,494.37	\$1,669.92	11.75%	\$1,518.34	\$1,589.92	4.71%	\$1,504.18	\$1,477.98	-1.74%	\$1,573.58	\$1,561.94	-0.74%	\$1,501.25	\$1,501.25
Burger KrazyBhi Krazy Enterprises Inc.	\$89.00	\$105.00	17.98%	\$50.00	\$49.00	-2.00%	\$56.00	\$54.00	-3.57%	\$60.00	\$58.00	-3.33%	\$61.00	\$61.00
Chick-Fil-A (NW Village)	\$2,988.29	\$3,342.64	11.86%	\$2,194.35	\$2,645.44	20.56%	\$2,488.01	\$2,393.35	-3.80%	\$2,853.21	\$3,163.48	10.87%	\$2,829.95	\$3,163.48
Chick-Fil-A (NWA Mall)	\$1,028.16	\$1,002.95	-2.45%	\$569.83	\$577.79	1.40%	\$617.62	\$579.16	-6.23%	\$655.23	\$663.52	1.27%	\$570.09	\$663.52
Chili's Restaurant #906Brinker's Arkansas, Inc.	\$1,628.01	\$1,698.77	4.35%	\$2,031.40	\$2,128.05	4.76%	\$1,735.53	\$1,870.16	7.76%	\$1,758.93	\$1,696.28	-3.56%	\$2,019.14	\$2,128.05
Ci Ci's PizzaTJR Foods, Inc.	\$1,303.00	\$1,424.00	9.29%	\$984.00	\$1,080.00	9.76%	\$1,063.00	\$1,037.00	-2.45%	\$1,488.00	\$1,539.00	3.43%	\$1,130.00	\$1,539.00
Cold Stone Creamery	\$158.50	\$173.61	9.53%	\$174.49	\$181.97	4.29%	\$243.67	\$193.72	-20.50%	\$285.66	\$282.21	-1.21%	\$310.74	\$282.21
Colton's Steakhouse & Grill	\$1,011.00	\$1,057.00	4.55%	\$863.00	\$804.00	-6.84%	\$950.00	\$950.00	0.00%	\$1,154.00	\$1,097.00	-4.94%	\$907.00	\$1,097.00
Courtyard by Marriott	\$1,293.10	\$1,386.54	7.23%	\$1,338.95	\$1,187.31	-11.33%	\$2,538.61	\$2,907.38	14.53%	\$2,042.29	\$1,725.59	-15.51%	\$1,907.31	\$1,725.59
Dixie Cafe #113	\$561.00	\$598.00	6.60%	\$523.00	\$544.00	4.02%	\$529.00	\$527.00	-0.38%	\$637.00	\$652.00	2.35%	\$594.00	\$652.00
Edible Arrangements	\$186.92	\$224.77	20.25%	\$106.07	\$120.89	13.97%	\$311.84	\$341.55	9.53%	\$166.75	\$183.29	9.92%	\$158.72	\$183.29
Fairfield InnTharaldson Enterp.	\$415.76	\$431.82	3.86%	\$500.63	\$674.45	34.72%	\$667.87	\$783.82	17.36%	\$864.62	\$674.24	-22.02%	\$764.88	\$674.24
Firehouse Subs - (Augustine)	\$355.00	\$412.00	16.06%	\$349.80	\$400.00	14.35%	\$383.05	\$349.00	-8.89%	\$374.00	\$431.00	15.24%	\$377.00	\$431.00
Gardner's Sno Biz	\$143.05	\$134.72	-5.82%	\$77.68	\$71.06	-8.52%	\$104.88	\$70.66	-32.63%	\$98.99	\$92.35	-6.71%	\$91.06	\$92.35
Golden Corral	\$2,373.07	\$2,483.23	4.64%	\$2,139.14	\$2,309.84	7.98%	\$2,755.58	\$2,442.10	-11.38%	\$2,632.81	\$2,446.71	-7.07%	\$2,512.24	\$2,446.71
Great American Cookies (name changed to The Cookie Place)	\$487.55	\$513.24	5.27%	\$276.11	\$0.00	-100.00%	\$458.26	\$0.00	-100.00%	\$370.52	\$0.00	-100.00%	\$323.73	\$0.00
Hillbilly Holler/b/a Lokomotion	\$3.40	\$4.41	29.71%	\$11.00	\$6.00	-45.45%	\$10.00	\$0.80	-92.00%	\$15.35	\$6.66	-56.61%	\$16.00	\$6.66
Hooters of Fayetteville, Inc.	\$938.00	\$938.04	0.00%	\$889.00	\$790.91	-11.03%	\$996.00	\$787.70	-20.91%	\$1,035.00	\$840.02	-18.84%	\$1,022.00	\$840.02
Jason's Deli	\$1,476.00	\$1,526.00	3.39%	\$1,340.00	\$1,520.00	13.43%	\$1,474.00	\$1,298.00	-11.94%	\$1,633.00	\$1,713.00	4.90%	\$1,562.00	\$1,713.00
Kobe Japanese Restaurant Inc.	\$601.00	\$547.00	-8.99%	\$581.00	\$553.00	-4.82%	\$647.00	\$496.00	-23.34%	\$572.00	\$530.00	-7.34%	\$513.00	\$530.00
Latte Da	\$53.42	\$56.06	4.94%	\$53.60	\$35.77	-33.26%	\$61.21	\$33.60	-45.11%	\$76.77	\$47.54	-38.07%	\$59.37	\$47.54
Lenny's Sub Shopc/o Sebmint Inc.	\$323.00	\$342.00	5.88%	\$272.00	\$314.00	15.44%	\$311.00	\$272.00	-12.54%	\$331.00	\$375.00	13.28%	\$367.00	\$375.00
Logan's Roadhouse Restaurant	\$2,231.64	\$2,254.10	1.01%	\$2,593.94	\$2,572.48	-0.83%	\$2,473.46	\$2,096.33	-15.25%	\$2,286.59	\$2,001.17	-12.48%	\$2,679.08	\$2,001.17
Louie's Grill & Bar	\$1,081.28	\$1,088.36	0.65%	\$1,196.84	\$1,085.23	-9.33%	\$1,086.50	\$917.85	-15.52%	\$1,181.28	\$968.26	-18.03%	\$1,124.11	\$968.26
Mariachi's Mexican Grill	\$52.00	\$123.85	138.17%	\$0.00	\$108.77	100.00%	\$0.00	\$115.42	100.00%	\$306.60	\$130.62	-57.40%	\$138.51	\$130.62
Marketplace Express & Burger Life	\$1,317.00	\$1,678.00	27.41%	\$998.00	\$1,312.00	31.46%	\$1,063.00	\$1,082.00	1.79%	\$1,142.00	\$1,298.00	13.66%	\$1,118.00	\$1,298.00
McAlister's Deli of NWA	\$991.00	\$1,120.00	13.02%	\$811.00	\$1,005.00	23.92%	\$970.00	\$843.00	-13.09%	\$1,016.00	\$1,076.00	5.91%	\$962.00	\$1,076.00
McDonald's Joyce # 13440-Joyce	\$2,372.00	\$2,365.00	-0.30%	\$1,912.00	\$1,965.00	2.77%	\$2,054.00	\$1,977.00	-3.75%	\$2,185.00	\$2,423.00	10.89%	\$2,101.00	\$2,423.00
Mellow Mushroom	\$1,030.00	\$1,007.00	-2.23%	\$959.00	\$1,019.00	6.26%	\$959.00	\$890.00	-7.19%	\$1,020.00	\$1,176.00	15.29%	\$1,101.00	\$1,176.00
Mojitos Mexican Grill	\$827.00	\$973.00	17.65%	\$760.00	\$916.00	20.53%	\$832.00	\$840.00	0.96%	\$884.00	\$966.00	9.28%	\$837.00	\$966.00
Neighborhood News	\$129.00	\$179.00	38.76%	\$97.00	\$98.00	1.03%	\$100.00	\$116.00	16.00%	\$118.00	\$120.00	1.69%	\$95.00	\$120.00
Noodles Italian Kitchen	\$2,061.00	\$2,212.00	7.33%	\$1,519.00	\$1,627.00	7.11%	\$1,811.00	\$1,640.00	-9.44%	\$1,747.00	\$1,730.00	-0.97%	\$1,833.00	\$1,730.00
OK China Buffet Inc.	\$567.06	\$545.44	-3.81%	\$508.02	\$517.50	1.87%	\$559.89	\$533.36	-4.74%	\$528.82	\$548.51	3.72%	\$518.64	\$548.51
Olive Garden Italian Restaurant #1590	\$3,723.08	\$3,907.96	4.97%	\$2,547.38	\$2,820.95	10.74%	\$3,332.47	\$2,917.07	-12.47%	\$3,462.90	\$3,545.60	2.39%	\$2,535.70	\$3,545.60
Panera Bread	\$1,537.34	\$1,660.77	8.03%	\$1,358.51	\$1,487.46	9.49%	\$1,476.62	\$1,258.54	-14.77%	\$1,558.09	\$1,514.04	-2.83%	\$1,529.10	\$1,514.04
Paradise Valley Athletic Club	\$8.85	\$15.07	70.28%	\$8.17	\$9.74	19.22%	\$9.92	\$10.54	6.25%	\$21.97	\$18.91	-13.93%	\$33.08	\$18.91
Razorback Twelve CinemaMalco Theatres, Inc.	\$2,389.43	\$2,056.90	-13.92%	\$1,561.88	\$1,284.34	-17.77%	\$1,450.18	\$1,199.45	-17.29%	\$1,435.96	\$1,679.48	16.96%	\$1,437.52	\$1,679.48
Red Lobster #402GMRI, Inc.	\$2,748.69	\$2,891.08	5.18%	\$2,106.34	\$2,447.18	16.18%	\$2,954.28	\$2,636.62	-10.75%	\$3,093.40	\$3,183.63	2.92%	\$2,074.90	\$3,183.63
Red Robin Gourmet Burgers	\$760.00	\$850.91	11.96%	\$841.84	\$885.85	5.23%	\$837.30	\$859.08	2.60%	\$1,065.40	\$1,072.45	0.66%	\$1,013.61	\$1,072.45
Sbarro America, Inc. #596	\$626.91	\$622.99	-0.63%	\$301.93	\$319.04	5.67%	\$402.98	\$335.18	-16.82%	\$375.25	\$383.88	2.30%	\$329.92	\$383.88
SFNJ 88 Arkansas, LLC	\$520.73	\$817.39	56.97%	\$512.15	\$433.25	-15.41%	\$405.15	\$472.04	16.51%	\$422.12	\$505.10	19.66%	\$380.34	\$505.10
Shogun Japanese Steak & Sushi	\$2,504.00	\$2,608.00	4.15%	\$1,819.00	\$2,095.00	15.17%	\$2,440.00	\$2,159.00	-11.52%	\$2,153.00	\$2,272.00	5.53%	\$2,110.00	\$2,272.00
Sleep InnTharaldson Enterp.	\$324.13	\$263.61	-18.67%	\$351.19	\$319.40	-9.05%	\$406.31	\$501.02	23.31%	\$453.07	\$366.64	-19.08%	\$365.94	\$366.64
Sonic Drive In - Johnson	\$691.00	\$705.50	2.10%	\$554.00	\$606.50	9.48%	\$624.00	\$559.00	-10.42%	\$721.50	\$818.00	13.37%	\$824.00	\$818.00
Starbucks Coffee #10483	\$1,421.55	\$1,504.48	5.83%	\$1,002.38	\$980.57	-2.18%	\$894.41	\$885.68	-0.98%	\$1,161.78	\$1,241.98	6.90%	\$894.99	\$1,241.98
Steak N Shake	\$988.09	\$1,143.75	15.75%	\$768.47	\$1,056.44	37.47%	\$926.80	\$984.30	6.20%	\$923.57	\$1,118.05	21.06%	\$885.20	\$1,118.05
Subway #5-Futrell	\$152.00	\$167.00	9.87%	\$147.00	\$166.00	12.93%	\$156.00	\$117.00	-25.00%	\$210.00	\$242.00	15.24%	\$191.00	\$242.00
Subway #6-Shiloh/Mall	\$363.00	\$321.00	-11.57%	\$207.00	\$221.00	6.76%	\$183.00	\$242.00	32.24%	\$266.00	\$338.00	27.07%	\$180.00	\$338.00
Subway #7-Mall Ave.	\$354.00	\$294.00	-16.95%	\$251.00	\$269.00	7.17%	\$287.00	\$306.00	6.62%	\$358.00	\$384.00	7.26%	\$288.00	\$384.00
Taco Bell #339/Joyce	\$875.76	\$942.47	7.62%	\$699.99	\$726.92	3.85%	\$758.32	\$644.48	-15.01%	\$837.21	\$817.64	-2.34%	\$820.15	\$817.64
Taco Bell #581/Mall	\$507.42	\$481.28	-5.15%	\$301.16	\$293.75	-2.46%	\$351.80	\$280.99	-20.13%	\$334.63	\$332.45	-0.65%	\$294.00	\$332.45

Taco Bueno #8001	\$828.16	\$870.07	5.06%	\$610.43	\$708.99	16.15%	\$644.83	\$599.97	-6.96%	\$726.15	\$740.87	2.03%	\$725.19	\$1,5
Target	\$241.02	\$223.13	-7.42%	\$113.55	\$111.27	-2.01%	\$141.07	\$120.99	-14.23%	\$185.65	\$165.45	-10.88%	\$132.66	\$1
The Cookie Place, Inc. (was Great American Cookie)			0.00%		\$323.46	100.00%		\$428.93	100.00%		\$396.02	100.00%		\$3
Wal-Mart #359 Mall Ave	\$960.35	\$1,093.23	13.84%	\$806.18	\$918.09	13.88%	\$788.82	\$793.04	0.53%	\$817.30	\$939.06	14.90%	\$912.66	\$9
Grand Total	\$56,616.35	\$59,609.39	5.29%	\$46,733.18	\$50,076.08	7.15%	\$53,280.06	\$50,033.78	-6.09%	\$55,810.78	\$56,546.97	1.32%	\$51,802.59	\$52,8

Mall Area/Northside

(These businesses are either new, closed, or have not submitted the latest report.)

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	A
Boi De Ouro, Inc.	\$290.00	\$158.00	-45.52%	\$158.00	\$53.00	-66.46%	\$272.00		-100.00%	\$184.00		-100.00%	\$159.00	
Dippin Dots (now Mustard Seeds and Mountains, LLC)	\$98.00	\$125.00	27.55%	\$66.00	\$79.00	19.70%	\$92.00	\$95.00	3.26%	\$107.00	\$106.00	-0.93%	\$88.00	\$
Frullati Enterprises, Inc.	\$75.00		-100.00%	\$150.00		-100.00%	\$25.00		-100.00%			0.00%		
Grub's Uptown			0.00%			0.00%		\$1,002.82	100.00%		\$1,886.00	100.00%		\$1,6
HuHot Mongolian Grill/o Sirius Hospitality, LLC			0.00%		\$797.00	100.00%		\$1,312.00	100.00%		\$1,344.00	100.00%		\$1,2
Mustard Seeds and Mountains, LLC (formerly Dippin Dots)			0.00%			0.00%			0.00%			0.00%		
Northern Exposure	\$0.00		0.00%	\$0.00	\$438.00	100.00%		\$1,296.42	100.00%		\$1,488.45	100.00%		\$1,2
Patron Mexican Grillo/o Masquitan, Inc.	\$256.00		-100.00%	\$305.00		-100.00%	\$245.00		-100.00%	\$342.00		-100.00%	\$334.00	
Quiznos Sub - Joyce Blvd. (Closed)	\$91.24	\$128.98	41.36%	\$88.90		-100.00%	\$102.09		-100.00%	\$137.28		-100.00%	\$105.10	
Slim Chicken's #8 NEW			0.00%			0.00%			0.00%			0.00%		
Grand Total	\$810.24	\$411.98	-49.15%	\$767.90	\$1,367.00	78.02%	\$736.09	\$3,706.24	403.50%	\$770.28	\$4,824.45	526.32%	\$686.10	\$4,

Total for All Businesses	\$57,426.59	\$60,021.37	4.52%	\$47,501.08	\$51,443.08	8.30%	\$54,016.15	\$53,740.02	-0.51%	\$56,581.06	\$61,371.42	8.47%	\$52,488.69	\$57,0
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West Side

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
112 Drive In Theatre	\$0.00	\$0.00	0.00%		\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$8.18	\$0.00	-100.00%	\$32.94	\$42.00
3 Spoons Yogurt of Fayetteville, LLC		\$86.90	100.00%		\$130.59	100.00%		\$119.82	100.00%		\$150.13	100.00%		\$186.00
Bariola's Pizza (was Guido's Pizza)		\$298.60	100.00%		\$262.00	100.00%		\$232.25	100.00%		\$233.00	100.00%		\$191.00
Betty Jo's Korner	\$5.00	\$2.00	-60.00%	\$4.00	\$2.00	-50.00%	\$7.00	\$2.00	-71.43%	\$4.00	\$2.00	-50.00%	\$4.00	\$3.00
Boars Nest BBQ	\$214.50	\$371.00	72.96%	\$383.50	\$361.00	-5.87%	\$489.50	\$334.00	-31.77%	\$423.00	\$316.00	-25.30%	\$480.00	\$303.00
By Pass Mini MartDVJ Enterprises, Inc.	\$61.38	\$58.39	-4.87%	\$47.67	\$53.01	11.20%	\$49.63	\$43.67	-12.01%	\$59.70	\$60.58	1.47%	\$61.33	\$61.00
Catfish Hole #3	\$1,558.14	\$1,930.30	23.88%	\$1,412.34	\$1,723.37	22.02%	\$1,986.00	\$1,775.05	-10.62%	\$1,806.69	\$2,236.40	23.78%	\$2,078.70	\$2,278.00
Chubber Sr.'s Chili Dog Palace		\$2.27	100.00%		\$2.79	100.00%		\$3.98	100.00%		\$0.98	100.00%		
Comfort Inn - FayettevilleGrewl Properties, LLC	\$233.00	\$293.00	25.75%	\$300.00	\$202.00	-32.67%	\$435.00	\$291.00	-33.10%	\$571.00	\$220.00	-61.47%	\$532.00	\$308.00
Country Inn Suites	\$213.00	\$167.00	-21.60%	\$303.00	\$258.00	-14.85%	\$327.00	\$448.00	37.00%	\$595.35	\$559.00	-6.11%	\$392.00	\$661.00
Domino's Pizza/Garland	\$619.00	\$618.00	-0.16%	\$729.00	\$711.00	-2.47%	\$731.00	\$797.00	9.03%	\$620.00	\$699.00	12.74%	\$632.00	\$764.00
Elenita's Mexican Café-Lindell Ave.	\$156.36	\$134.78	-13.80%	\$125.65	\$115.15	-8.36%	\$111.36	\$115.48	3.70%	\$143.02	\$151.80	6.14%	\$126.94	\$127.00
Event Group Catering Division, Inc./Gregg	\$398.53	\$304.09	-23.70%	\$55.88	\$70.90	26.88%	\$27.21	\$221.28	713.23%	\$189.53	\$89.14	-52.97%	\$271.96	\$146.00
Fast Trax #4	\$0.89		-100.00%	\$1.04		-100.00%	\$1.15		-100.00%	\$0.75		-100.00%	\$0.96	
Flash Market, Inc. #189/Wedington	\$31.90	\$25.25	-20.85%	\$23.48	\$18.38	-21.72%	\$20.22	\$15.48	-23.44%	\$21.34	\$18.77	-12.04%	\$21.09	\$20.00
Green Submarine (The)	\$0.00	\$126.28	100.00%	\$0.00	\$135.19	100.00%	\$0.00	\$152.65	100.00%	\$0.00	\$271.37	100.00%	\$0.00	\$109.00
Guido's Pizza II (name changed to Bariola's)	\$339.00	\$298.60	-11.92%	\$348.70		-100.00%	\$280.00		-100.00%	\$363.00		-100.00%	\$344.00	
Gusano's Chicago Style Pizzeria	\$604.63	\$763.91	26.34%	\$694.33	\$747.90	7.72%	\$687.66	\$698.45	1.57%	\$686.15	\$771.40	12.42%	\$691.60	\$759.00
Hog's Breath Eatery	\$37.50	\$37.83	0.88%	\$41.10	\$38.21	-7.03%	\$48.07	\$36.72	-23.61%	\$39.29	\$41.20	4.86%	\$41.55	\$38.00
Holiday Inn ExpressPMK Investment, Inc.	\$654.00	\$782.00	19.57%	\$869.00	\$867.00	-0.23%	\$1,137.00	\$986.00	-13.28%	\$1,373.00	\$1,278.00	-6.92%	\$1,288.00	\$1,414.00
Homewood Suites	\$485.00	\$811.00	67.22%	\$617.00	\$986.00	59.81%	\$857.00	\$1,121.00	30.81%	\$1,241.00	\$1,293.00	4.19%	\$1,151.00	\$1,402.00
Hunan Manor	\$646.00	\$786.75	21.79%	\$627.00	\$734.00	17.07%	\$710.00	\$733.00	3.24%	\$706.00	\$791.00	12.04%	\$667.00	\$713.00
International House of Pancakes	\$1,311.00	\$1,477.00	12.66%	\$1,084.00	\$1,160.00	7.01%	\$1,235.00	\$1,241.00	0.49%	\$1,584.00	\$1,629.00	2.84%	\$1,198.00	\$1,184.00
JJ's Grill-N-Chill	\$949.00	\$984.00	3.69%	\$931.00	\$970.00	4.19%	\$931.00	\$1,003.00	7.73%	\$1,056.00	\$1,096.00	3.79%	\$994.00	\$1,171.00
Kwikit Food Store, Inc. (Closed)	\$1.90		-100.00%	\$1.30		-100.00%	\$1.34		-100.00%	\$1.00		-100.00%	\$0.96	
Links at Fayetteville	\$0.00	\$6.00	100.00%	\$4.00	\$2.00	-50.00%	\$6.00	\$0.00	-100.00%	\$8.00	\$5.00	-37.50%	\$6.00	\$14.00
Links Golf & Country Club	\$1.48	\$1.57	6.08%	\$1.87	\$2.11	12.83%	\$1.22	\$2.65	117.21%	\$5.06	\$4.47	-11.66%	\$9.77	\$6.00
Lucky Luke's BBQ	\$177.19	\$292.18	64.90%	\$188.40	\$260.65	38.35%	\$176.87	\$270.07	52.69%	\$269.83	\$343.27	27.22%	\$228.42	\$304.00
Lyn D's Cajun Gypsy Café	\$65.46	\$23.10	-64.71%	\$45.66	\$21.53	-52.85%	\$71.73	\$16.06	-77.61%	\$72.81	\$34.00	-53.30%	\$66.39	\$34.00
McDonald's Wedington #23781	\$1,613.00	\$1,720.00	6.63%	\$1,471.00	\$1,597.00	8.57%	\$1,594.00	\$1,639.00	2.82%	\$1,716.00	\$1,976.00	15.15%	\$1,670.00	\$2,006.00
MoJo's Pints & Piesc/o Go Fast, LLC	\$0.00	\$207.97	100.00%	\$0.00	\$229.57	100.00%	\$0.00	\$227.44	100.00%	\$85.22	\$311.51	265.54%	\$262.78	\$244.00
Mordours Pizza	\$0.00	\$43.32	100.00%	\$0.00	\$47.97	100.00%	\$0.00	\$45.78	100.00%	\$0.00	\$49.75	100.00%	\$0.00	\$50.00
Mr. Burger #1 R&R Ent.	\$351.00	\$470.00	33.90%	\$331.00	\$395.00	19.34%	\$389.00	\$410.00	5.40%	\$407.00	\$596.00	46.44%	\$552.00	\$489.00
Munchies			0.00%			0.00%		\$43.89	100.00%		\$19.16	100.00%		\$19.00
North Street Mini Mart	\$20.63	\$19.51	-5.43%	\$18.00	\$20.39	13.28%	\$17.92	\$17.38	-3.01%	\$21.80	\$23.20	6.42%	\$24.78	\$25.00
Pizza Hut #2601/Leverett	\$342.09	\$476.10	39.17%	\$531.76	\$614.44	15.55%	\$479.88	\$599.81	24.99%	\$397.67	\$489.23	23.02%	\$536.46	\$657.00
Restaurant on the Corner (ROTC)	\$112.20	\$179.12	59.64%	\$0.00	\$147.76	100.00%	\$0.00	\$143.97	100.00%	\$84.00	\$192.45	129.11%	\$136.00	\$204.00
Royal Donut Company	\$81.00	\$43.09	-46.80%	\$61.00	\$38.83	-36.34%	\$68.55	\$63.08	-7.98%	\$58.75	\$56.76	-3.39%	\$43.20	\$45.00
Sam's Club #8209	\$1,527.50	\$2,022.19	32.39%	\$968.84	\$1,400.25	44.53%	\$1,167.21	\$1,304.77	11.79%	\$1,216.43	\$1,572.00	29.23%	\$1,461.11	\$1,718.00
Sonic Drive-In #4-Colorado	\$1,011.00	\$1,057.00	4.55%	\$890.00	\$1,002.00	12.58%	\$1,000.00	\$1,001.00	0.10%	\$1,154.00	\$1,340.00	16.12%	\$1,238.00	\$1,401.00
Subway #4-Wedington	\$306.00	\$422.00	37.91%	\$280.00	\$423.00	51.07%	\$300.00	\$512.00	70.67%	\$447.00	\$663.00	48.32%	\$445.00	\$518.00
Sunrise Café	\$138.16	\$98.70	-28.56%	\$114.05	\$93.50	-18.02%	\$142.04	\$148.02	4.21%	\$148.61	\$109.32	-26.44%	\$129.95	\$78.00
Super Chicken (Closed)	\$37.24		-100.00%	\$24.66		-100.00%	\$51.45		-100.00%	\$55.19		-100.00%	\$35.07	
T3Kila Mexican Restaurant			0.00%			0.00%			0.00%		\$21.60	100.00%		\$49.00
Taco Bell #340/Colorado	\$1,103.99	\$1,160.83	5.15%	\$1,040.64	\$1,088.06	4.56%	\$1,089.71	\$997.18	-8.49%	\$1,193.79	\$1,171.60	-1.86%	\$1,209.61	\$1,217.00
Taqueria Guanajuato	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$37.80		-100.00%	\$104.15	
The Perk II	\$101.15	\$98.00	-3.11%	\$93.45	\$95.00	1.66%	\$99.00	\$93.00	-6.06%	\$102.00	\$118.00	15.69%	\$101.00	\$120.00
The Pratt Place Inn Restaurant & Lounge, Inc.	\$45.00	\$7.00	-84.44%	\$88.00	\$19.00	-78.41%	\$63.00	\$39.00	-38.10%	\$63.00	\$34.00	-46.03%	\$60.00	\$60.00
The Taco Shack Inc	\$121.00	\$128.00	5.79%	\$123.00	\$140.00	13.82%	\$139.00	\$124.00	-10.79%	\$144.00	\$168.00	16.67%	\$155.00	\$160.00
Tony C's Bar & Grill	\$83.98	\$62.96	-25.03%	\$83.74	\$83.75	0.01%	\$99.37	\$89.66	-9.77%	\$91.43	\$103.42	13.11%	\$90.67	\$99.00
Wal-Mart #5737 Neighborhood Market			0.00%			0.00%			0.00%			0.00%		
Grand Total	\$15,758.80	\$18,897.59	19.92%	\$14,958.06	\$17,270.30	15.46%	\$17,028.09	\$18,158.59	6.64%	\$19,271.39	\$21,309.51	10.58%	\$19,575.39	\$21,408.00

Martin Luther King

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11	A
Arby's #6675-Hwy 62	\$669.51	\$751.16	12.20%	\$641.69	\$724.04	12.83%	\$750.73	\$738.10	-1.68%	\$809.50	\$881.23	8.86%	\$789.40	\$861.71	9
Best Western Winsor Suites	\$401.00	\$532.00	32.67%	\$436.00	\$609.00	39.68%	\$572.00	\$640.00	11.89%	\$706.00	\$845.00	19.69%	\$609.00	\$679.00	11
Braum's-West #235	\$446.54	\$522.04	16.91%	\$438.16	\$515.23	17.59%	\$504.58	\$517.65	2.59%	\$582.67	\$652.61	12.00%	\$666.47	\$720.49	8
Brenda's Drive In	\$90.76	\$95.05	4.73%	\$74.46	\$84.48	13.46%	\$100.28	\$61.00	-39.17%	\$122.62	\$150.10	22.41%	\$145.41	\$135.18	-7
Burger King-Hwy 62-#10614	\$877.00	\$804.00	-8.32%	\$797.81	\$738.00	-7.50%	\$895.00	\$726.00	-18.88%	\$925.00	\$849.00	-8.22%	\$992.00	\$838.00	-15
Burrito Loco (was La San Marquena)			0.00%		\$95.00	100.00%		\$85.00	100.00%		\$73.00	100.00%		\$74.00	100
Candlewood Suites	\$272.69	\$247.53	-9.23%	\$442.15	\$404.33	-8.55%	\$670.08	\$657.88	-1.82%	\$684.18	\$620.81	-9.26%	\$438.60	\$695.77	58
Charlie's Chicken	\$386.00	\$438.00	13.47%	\$380.00	\$393.00	3.42%	\$460.00	\$387.00	-15.87%	\$525.00	\$477.00	-9.14%	\$536.00	\$465.00	-13
Chick-Fil-A (Razorback Road)	\$1,931.37	\$2,275.13	17.80%	\$1,783.08	\$2,096.44	17.57%	\$2,107.22	\$2,097.54	-0.46%	\$2,277.62	\$2,564.40	12.59%	\$2,510.81	\$2,797.42	11
Clarion Inn	\$909.91	\$852.15	-6.35%	\$1,041.66	\$866.21	-16.84%	\$1,602.51	\$1,276.59	-20.34%	\$1,460.92	\$1,145.75	-21.57%	\$1,517.88	\$1,473.15	-2
Denny's #7016DenArk, Inc.	\$914.00	\$852.43	-6.74%	\$708.69	\$647.81	-8.59%	\$870.54	\$774.29	-11.06%	\$1,127.67	\$1,030.05	-8.66%	\$846.81	\$753.37	-11
Firehouse Subs (6th Street)	\$407.00	\$409.00	0.49%	\$512.60	\$435.00	-15.14%	\$582.30	\$456.00	-21.69%	\$519.00	\$467.00	-10.02%	\$489.00	\$485.00	-4
Flash Market, Inc. #194/MLK	\$22.31	\$20.60	-7.66%	\$17.03	\$16.30	-4.29%	\$15.66	\$16.35	4.41%	\$20.42	\$20.01	-2.01%	\$19.19	\$20.49	6
Hampton InnGenerations, Inc.	\$883.00	\$1,014.00	14.84%	\$1,136.00	\$1,077.00	-5.19%	\$1,446.00	\$1,448.00	0.14%	\$1,769.00	\$1,470.00	-16.90%	\$1,737.00	\$1,657.00	-4
Hwy 62 Event Center	\$43.28	\$0.00	-100.00%	\$0.00	\$0.00	0.00%	\$11.66	\$0.00	-100.00%	\$12.53	\$0.00	-100.00%	\$11.86	\$0.00	-100
Inta Juice	\$88.56	\$123.71	39.69%	\$118.08	\$110.06	-6.79%	\$120.56	\$125.30	3.93%	\$180.76	\$178.65	-1.17%	\$196.91	\$187.95	-4
J.D. China Corporation	\$431.00	\$423.00	-1.86%	\$421.00	\$437.00	3.80%	\$481.00	\$430.00	-10.60%	\$465.00	\$509.00	9.46%	\$480.00	\$476.00	-4
Jim's Razorbk Pizza 6th St.-Jim Reaves (C	\$404.00	\$385.00	-4.70%	\$405.00	\$393.00	-2.96%	\$421.00	\$404.00	-4.04%	\$443.00	\$402.00	-9.26%	\$433.00	\$399.00	-7
KFC #142 - 6th Street	\$505.09	\$533.72	5.67%	\$499.90	\$492.96	-1.39%	\$571.09	\$522.53	-8.50%	\$626.72	\$647.83	3.37%	\$718.88	\$599.65	-16
La San Marquena (name change to Burrito	\$49.00	\$82.00	67.35%	\$50.00		-100.00%	\$65.00		-100.00%	\$86.00		-100.00%	\$85.00		-100
McDonald's #10937-MLK Blvd.	\$1,646.00	\$1,656.00	0.61%	\$1,549.00	\$1,573.00	1.55%	\$1,761.00	\$1,738.00	-1.31%	\$1,850.00	\$1,947.00	5.24%	\$1,921.00	\$1,954.00	1
McDonald's/Walmart #15491-MLK	\$429.00	\$393.00	-8.39%	\$360.00	\$329.00	-8.61%	\$364.00	\$369.00	1.37%	\$365.00	\$355.00	-2.74%	\$361.00	\$362.00	0
Mexico Viejo	\$1,304.00	\$1,227.00	-5.90%	\$1,225.00	\$1,274.00	4.00%	\$1,264.00	\$1,345.00	6.41%	\$1,348.00	\$1,412.00	4.75%	\$1,433.00	\$1,484.00	3
Pavilion Buffet, Inc.	\$397.63	\$387.99	-2.42%	\$397.13	\$353.84	-10.90%	\$394.82	\$400.43	1.42%	\$411.71	\$407.41	-1.04%	\$409.46	\$388.79	-5
Pho Quyen Vietnamese Restaurant	\$156.80	\$235.33	50.08%	\$198.60	\$230.43	66.26%	\$148.50	\$216.00	45.45%	\$138.73	\$227.91	64.28%	\$209.94	\$209.00	-4
Popeye's Chicken & Biscuit	\$860.00	\$1,003.00	16.63%	\$812.00	\$933.00	14.90%	\$981.00	\$907.00	-7.54%	\$1,002.00	\$1,104.00	10.18%	\$1,123.00	\$1,331.00	18
Quality Inn-Krupali Hospitality Inc.	\$59.00	\$59.00	0.00%	\$58.00	\$52.00	-10.34%	\$52.00	\$61.00	17.31%	\$86.00	\$62.00	-27.91%	\$50.00	\$58.00	16
Red Roof Inn Krushiker Hospitality G	\$365.00	\$283.00	-22.47%	\$321.00	\$312.50	-2.65%	\$439.00	\$419.00	-4.56%	\$472.00	\$409.00	-13.35%	\$434.00	\$455.00	4
Regency 7 Motel	\$128.40	\$121.07	-5.71%	\$144.05	\$115.54	-19.79%	\$139.06	\$130.59	-6.09%	\$188.06	\$174.19	-7.38%	\$179.25	\$184.83	3
Ruby Tuesday	\$841.17	\$806.10	-4.17%	\$1,094.81	\$1,052.73	-3.84%	\$1,118.04	\$932.12	-16.63%	\$1,205.77	\$1,081.58	-10.30%	\$948.20	\$879.46	-7
Sonic Drive-In #2-MLK Blvd.	\$996.00	\$1,047.00	5.12%	\$936.00	\$992.00	5.98%	\$1,140.00	\$1,101.00	-3.42%	\$1,291.00	\$1,441.00	11.62%	\$1,614.00	\$1,588.00	-1
Southern View II	\$111.37	\$159.59	43.30%	\$162.73	\$193.79	19.09%	\$149.30	\$184.50	23.58%	\$137.03	\$165.52	20.79%	\$132.92	\$146.18	9
Subway #3-MLK Blvd.	\$531.00	\$464.00	-12.62%	\$526.00	\$500.00	-4.94%	\$655.00	\$676.00	3.21%	\$866.00	\$849.00	-1.96%	\$737.00	\$654.00	-11
Super 8 Motel (Supertel Hospitality)	\$242.25	\$283.26	16.93%	\$280.79	\$295.87	5.37%	\$373.38	\$438.68	17.49%	\$486.48	\$447.05	-8.11%	\$475.05	\$448.32	-5
Taco Bell #533/Hwy 62	\$1,399.51	\$1,511.89	8.03%	\$1,394.23	\$1,397.50	0.23%	\$1,545.17	\$1,411.62	-8.64%	\$1,618.16	\$1,556.14	-3.83%	\$1,751.01	\$1,671.32	-4
Taiwan Chinese Restaurant	\$135.09	\$126.43	-6.41%	\$129.63	\$145.78	12.46%	\$156.87	\$137.15	-12.57%	\$145.74	\$152.81	4.85%	\$151.26	\$162.21	7
Value Place	\$175.00	\$192.81	10.18%	\$135.69	\$250.00	84.24%	\$254.00	\$230.00	-9.45%	\$372.00	\$102.00	-72.58%	\$297.00	\$147.00	-50
Waffle House	\$383.54	\$408.03	6.39%	\$778.08	\$826.29	6.20%	\$437.20	\$490.88	12.28%	\$410.02	\$403.26	-1.65%	\$443.27	\$424.47	-4
Wal-Mart #144	\$950.80	\$1,084.85	14.10%	\$830.42	\$943.43	13.61%	\$861.59	\$934.98	8.52%	\$860.96	\$968.73	12.52%	\$988.29	\$968.60	-1
Wendy's #29-W 6th	\$1,055.00	\$1,145.00	8.53%	\$996.00	\$1,044.00	4.82%	\$1,049.00	\$1,009.00	-3.81%	\$1,088.00	\$1,150.00	5.70%	\$1,171.00	\$1,227.00	4
Ye Olde King Pizza	\$255.79	\$321.31	25.61%	\$251.02	\$295.96	17.90%	\$238.32	\$279.19	17.15%	\$264.56	\$339.59	28.36%	\$266.73	\$332.62	24
Zaxby's	\$508.95	\$640.95	25.94%	\$588.64	\$719.12	22.17%	\$705.67	\$647.00	-8.31%	\$668.97	\$884.09	32.16%	\$774.70	\$903.10	16
Grand Total	\$22,663.32	\$23,917.13	5.53%	\$23,012.13	\$23,964.64	4.14%	\$26,474.13	\$25,421.37	-3.98%	\$28,619.80	\$28,622.72	0.01%	\$29,094.30	\$29,297.08	0

Martin Luther King

(These businesses are either new, closed, or have not submitted the latest report)

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11	A
Billy's Pool Hall		\$33.00	100.00%		\$24.00	100.00%		\$20.00	100.00%		\$48.00	100.00%		\$57.00	100
Drifters, The Club	\$0.00	\$18.00	100.00%	\$0.00	\$13.00	100.00%	\$30.84	\$0.00	-100.00%	\$25.11	\$16.00	-36.28%	\$26.50	\$22.00	-16
Razorback Daylight Donuts	\$0.00	\$86.00	100.00%	\$0.00	\$77.00	100.00%	\$0.00	\$83.00	100.00%	\$0.00	\$107.00	100.00%	\$0.00	\$123.00	100
Razor's Edge LLC	\$0.00	\$287.70	100.00%	\$0.00	\$292.00	100.00%	\$0.00	\$283.80	100.00%	\$0.00	\$319.10	100.00%	\$0.00	\$329.05	100
Razor's Reef Grill & Cantina			0.00%			0.00%			0.00%			0.00%			0
Silver Joes Coffee		\$42.73	100.00%		\$42.25	100.00%		\$28.86	100.00%		\$58.93	100.00%		\$49.38	100
Grand Total	\$0.00	\$467.43	0.00%	\$0.00	\$448.25	0.00%	\$30.84	\$415.66	1247.80%	\$25.11	\$549.03	2086.50%	\$26.50	\$580.43	2090
Total for All Businesses	\$22,663.32	\$24,384.56	7.59%	\$23,012.13	\$24,412.89	6.09%	\$26,504.97	\$25,837.03	-2.52%	\$28,644.91	\$29,171.75	1.84%	\$29,120.80	\$29,877.51	2

College/Gregg

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10
A. Q. Chicken Bradley Industries, Inc.	\$902.00	\$1,021.00	13.19%	\$780.00	\$856.00	9.74%	\$972.00	\$755.00	-22.33%	\$949.00	\$957.00	0.84%	\$965.00
Al's Fast Trax	\$5.00	\$6.00	20.00%	\$5.00	\$5.00	0.00%	\$5.00	\$5.00	0.00%	\$6.00	\$7.00	16.67%	\$8.00
American Multi Cinema, Inc. Dba: Fiesta Square 16	\$414.39	\$348.31	-15.95%	\$281.85	\$258.23	-8.38%	\$269.60	\$221.79	-17.73%	\$283.29	\$299.15	5.60%	\$182.27
Andy's Frozen Custard	\$186.00	\$191.00	2.69%	\$218.00	\$222.00	1.83%	\$251.00	\$207.00	-17.53%	\$323.00	\$330.00	2.17%	\$387.00
Art's Place-College	\$110.00	\$127.00	15.45%	\$112.00	\$116.00	3.57%	\$121.00	\$98.00	-19.01%	\$114.00	\$119.00	4.39%	\$108.00
Atlanta Bread Company Arkansas Bread Company	\$811.79	\$832.20	2.51%	\$633.84	\$769.72	21.44%	\$654.00	\$628.51	-3.90%	\$796.23	\$754.29	-5.27%	\$747.42
Baba Boudan's Espresso Bar	\$124.00	\$141.00	13.71%	\$85.00	\$104.00	22.35%	\$93.00	\$86.00	-7.53%	\$101.00	\$122.38	21.17%	\$109.00
Backyard Burgers	\$409.72	\$361.53	-11.76%	\$349.70	\$351.76	0.59%	\$415.06	\$332.97	-19.78%	\$461.06	\$410.93	-10.87%	\$463.60
Braum's-North #232	\$392.98	\$491.69	25.12%	\$394.64	\$485.55	23.04%	\$428.04	\$471.64	10.19%	\$517.73	\$630.73	21.83%	\$568.79
Burger King-N College-#1982	\$684.00	\$671.00	-1.90%	\$594.00	\$626.00	5.39%	\$622.00	\$636.00	2.25%	\$668.00	\$730.00	9.28%	\$678.00
Cafe Rue Orleans	\$217.00	\$207.90	-4.19%	\$195.27	\$231.80	18.71%	\$354.82	\$257.10	-27.54%	\$247.25	\$308.17	24.64%	\$320.43
Chief Motel Gandhi, Inc.	\$54.00	\$108.00	100.00%	\$50.00	\$55.00	10.00%	\$73.00	\$63.00	-13.70%	\$44.00	\$49.00	11.36%	\$63.00
Chuck-E-Cheese's CEC Entertainment, Inc.	\$304.64	\$516.93	69.69%	\$218.99	\$525.19	139.82%	\$366.34	\$569.83	55.55%	\$356.70	\$675.16	89.28%	\$205.37
Chuck's Cake Shoppe	\$98.11	\$103.24	5.23%	\$50.82	\$57.01	12.18%	\$85.23	\$57.67	-32.34%	\$73.72	\$74.29	0.77%	\$85.07
Crossover Daylight Donuts, Inc.	\$151.50	\$158.99	4.94%	\$112.24	\$136.29	21.43%	\$124.70	\$107.57	-13.74%	\$150.77	\$152.53	1.17%	\$163.25
Days Inn J.M.U., Inc.	\$286.00	\$358.00	25.17%	\$273.00	\$385.00	41.03%	\$413.00	\$515.00	24.70%	\$490.00	\$499.00	1.84%	\$398.00
East Buffet	\$256.71	\$306.37	19.34%	\$254.86	\$280.16	9.93%	\$295.86	\$284.30	-3.91%	\$290.30	\$306.90	5.72%	\$292.79
El Tejano Mexican Food	\$315.92	\$324.90	2.84%	\$257.13	\$302.67	17.71%	\$311.76	\$266.42	-14.54%	\$314.42	\$315.19	0.24%	\$315.76
Flying Burrito Company #2 College	\$622.00	\$655.00	5.31%	\$551.00	\$588.00	6.72%	\$597.00	\$530.00	-11.22%	\$652.00	\$701.00	7.52%	\$677.00
Foghorns	\$174.00	\$194.00	11.49%	\$200.00	\$184.00	-8.00%	\$174.00	\$180.00	3.45%	\$243.00	\$228.00	-6.17%	\$227.00
Formosa	\$237.75	\$210.56	-11.44%	\$201.46	\$219.71	9.06%	\$237.04	\$195.96	-17.33%	\$227.00	\$233.77	2.98%	\$218.59
Hastings - Hardback Café	\$102.28	\$104.94	2.60%	\$84.25	\$88.23	4.72%	\$88.14	\$84.69	-3.91%	\$93.09	\$104.07	11.80%	\$90.05
Herman's Ribhouse Barnes, Inc.	\$447.00	\$476.00	6.49%	\$463.00	\$514.00	11.02%	\$631.00	\$612.00	-3.01%	\$589.00	\$587.00	-0.34%	\$555.00
Hiway Inn Motel	\$21.39	\$19.82	-7.34%	\$17.43	\$33.22	90.59%	\$26.06	\$27.14	4.14%	\$24.11	\$18.39	-23.72%	\$25.38
Jim's Razorbk Pizza Gregg St.(Waselues)	\$216.00	\$215.00	-0.46%	\$217.00	\$203.00	-6.45%	\$206.00	\$204.00	-0.97%	\$218.00	\$208.00	-4.59%	\$209.00
Kentucky Fried Chicken-N College	\$504.00	\$482.00	-4.37%	\$425.00	\$419.00	-1.41%	\$514.00	\$416.00	-19.07%	\$542.00	\$535.00	-1.29%	\$572.00
La Huerta Mexican Jalisco Group, Inc.	\$1,071.00	\$866.00	-19.14%	\$870.00	\$905.00	4.02%	\$943.00	\$925.00	-1.91%	\$931.00	\$965.00	3.65%	\$961.00
Maggie Moo's	\$91.00	\$95.00	4.40%	\$110.00	\$114.00	3.64%	\$137.00	\$114.00	-16.79%	\$172.00	\$195.00	13.37%	\$175.00
Marvin's IGA #221/College	\$34.74	\$57.58	65.75%	\$32.68	\$52.24	59.85%	\$28.86	\$67.83	135.03%	\$32.26	\$57.83	79.26%	\$42.01
Maudie's Seafood Market	\$2.18	\$0.48	-77.98%	\$0.00	\$0.54	100.00%	\$3.93	\$0.00	-100.00%	\$4.66	\$57.35	1130.69%	\$19.09
McDonald's #1363-College	\$1,153.00	\$1,155.00	0.17%	\$998.00	\$481.00	-51.80%	\$1,122.00	\$0.00	-100.00%	\$1,235.00	\$0.00	-100.00%	\$1,248.00
Mermaids	\$671.00	\$753.00	12.22%	\$426.00	\$512.00	20.19%	\$630.00	\$537.00	-14.76%	\$649.00	\$644.00	-0.77%	\$693.00
Mong Dynasty #2	\$148.00	\$160.00	8.11%	\$134.00	\$138.00	2.99%	\$130.00	\$122.00	-6.15%	\$149.00	\$146.00	-2.01%	\$152.00
Motel 6 Operating L.P.	\$361.03	\$369.85	2.44%	\$394.96	\$338.28	-14.35%	\$419.69	\$422.30	0.62%	\$510.20	\$478.52	-6.21%	\$476.26
On The Mark	\$203.00	\$257.00	26.60%	\$239.00	\$249.00	4.18%	\$230.00	\$204.00	-11.30%	\$219.00	\$199.00	-9.13%	\$220.00
Ozark Lanes Café	\$141.00	\$178.00	26.24%	\$161.00	\$191.00	18.63%	\$193.00	\$176.00	-8.81%	\$172.00	\$207.00	20.35%	\$130.00
Ozark Natural Foods	\$455.30	\$479.17	5.24%	\$428.25	\$479.79	12.04%	\$461.00	\$419.90	-8.92%	\$583.35	\$641.45	9.96%	\$583.61
Papa John's Pizza	\$625.00	\$556.96	-10.89%	\$683.00	\$648.34	-5.07%	\$657.00	\$664.72	1.18%	\$624.00	\$543.30	-12.93%	\$639.00
Pesto Cafe	\$1,023.75	\$922.00	-9.94%	\$816.00	\$796.95	-2.33%	\$952.35	\$754.00	-20.83%	\$853.65	\$781.00	-8.51%	\$841.05
Pizza Hut #2603/College	\$389.07	\$509.65	30.99%	\$536.99	\$626.66	16.70%	\$490.51	\$522.50	6.52%	\$438.60	\$488.24	11.32%	\$571.32
Racha Restaurant	\$27.00	\$16.00	-40.74%	\$24.00	\$15.00	-37.50%	\$26.00	\$15.00	-42.31%	\$30.00	\$14.00	-53.33%	\$45.00
Richard's Country Meat Mkt.	\$118.53	\$123.61	4.29%	\$55.98	\$64.14	14.58%	\$66.47	\$65.15	-1.99%	\$86.46	\$106.56	23.25%	\$96.31
Rick's Bakery	\$2,060.00	\$2,097.00	1.80%	\$1,381.00	\$1,611.00	16.65%	\$2,151.00	\$1,833.00	-14.78%	\$2,114.00	\$2,160.00	2.18%	\$2,382.00
Sassy's Red House	\$292.00	\$434.00	48.63%	\$332.00	\$508.00	53.01%	\$399.00	\$523.00	31.08%	\$482.00	\$617.00	28.01%	\$604.00
Savor Restaurant, LLC	\$899.00	\$1,080.00	20.13%	\$501.00	\$688.00	37.33%	\$932.00	\$779.00	-16.42%	\$638.00	\$588.00	-7.84%	\$865.00
Schlotzsky's Deli c/o Midwest Sandwich Co.	\$533.00	\$554.00	3.94%	\$446.00	\$491.00	10.09%	\$503.00	\$374.00	-25.65%	\$547.00	\$433.00	-20.84%	\$599.00
Shake's Frozen Custard, Inc-N. College	\$196.00	\$232.00	18.37%	\$213.00	\$231.00	8.45%	\$248.00	\$218.00	-12.10%	\$312.00	\$347.00	11.22%	\$358.00
Slim Chicken's	\$883.25	\$847.76	-4.02%	\$884.07	\$852.20	-3.60%	\$895.22	\$854.09	-4.59%	\$911.75	\$1,023.30	12.23%	\$1,010.13
Sonic Drive-In #6-College	\$799.00	\$819.00	2.50%	\$662.00	\$752.00	13.60%	\$771.00	\$729.00	-5.45%	\$895.00	\$1,063.00	18.77%	\$956.00
Starlight Skatium	\$19.00	\$53.00	178.95%	\$83.00	\$71.00	-14.46%	\$88.00	\$61.00	-30.68%	\$83.00	\$73.00	-12.05%	\$63.00
Stone Mill Bread & Flour Co.	\$389.00	\$425.00	9.25%	\$337.00	\$386.00	14.54%	\$370.00	\$337.00	-8.92%	\$438.00	\$479.00	9.36%	\$481.00
Subway #1-Township	\$307.00	\$281.00	-8.47%	\$272.00	\$268.00	-1.47%	\$301.00	\$324.00	7.64%	\$431.00	\$446.00	3.48%	\$390.00
Taco Bell #503/N College	\$638.25	\$693.78	8.70%	\$585.44	\$641.81	9.63%	\$674.47	\$564.65	-16.28%	\$697.18	\$715.83	2.68%	\$721.88
Tangiers Mediterranean Food & Café	\$28.65	\$76.24	166.11%	\$34.05	\$56.93	67.20%	\$52.48	\$57.61	9.78%	\$57.72		-100.00%	\$36.92
Thai Diner	\$319.00	\$357.50	12.07%	\$296.00	\$346.00	16.89%	\$363.00	\$312.00	-14.05%	\$358.00	\$365.00	1.96%	\$327.00
Tim's Pizza - North	\$397.00	\$404.00	1.76%	\$341.00	\$321.00	-5.87%	\$356.40	\$423.20	18.74%	\$402.10	\$350.90	-12.73%	\$388.00
Twin Arch Motel	\$20.00	\$16.00	-20.00%	\$18.00	\$22.00	22.22%	\$19.00	\$11.00	-42.11%	\$21.00	\$21.00	0.00%	\$25.00
Village Inn Hospitality Specialists	\$1,084.00	\$1,331.00	22.79%	\$940.00	\$1,116.00	18.72%	\$1,038.00	\$1,027.00	-1.06%	\$1,120.00	\$1,218.00	8.75%	\$1,025.00
Wendy's #40-N College	\$698.00	\$815.00	16.76%	\$594.00	\$761.00	28.11%	\$639.00	\$680.00	6.42%	\$686.00	\$896.00	30.61%	\$670.00
White Oak Station #14-Gregg	\$60.77	\$51.58	-15.12%	\$51.84	\$46.10	-11.07%	\$54.59	\$40.91	-25.06%	\$63.20	\$54.97	-13.02%	\$58.72
Whole Hog Café	\$818.00	\$844.28	3.21%	\$623.31	\$634.34	1.77%	\$709.69	\$676.28	-4.71%	\$799.23	\$915.85	14.59%	\$857.38

Grand Total	\$25,003.70	\$26,543.82	783.50%	\$21,530.05	\$23,431.86	884.11%	\$25,384.31	\$22,646.73	-507.41%	\$26,521.03	\$26,647.05	1263.29%	\$27,345.45	\$26,647.05
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Grand Total	\$25,003.70	\$26,543.82	6.16%	\$21,530.05	\$23,431.86	8.83%	\$25,384.31	\$22,646.73	-10.78%	\$26,521.03	\$26,647.05	0.48%	\$27,345.45	\$26,647.05
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College/Gregg

(These businesses are either new, closed, or have not submitted the latest report.)

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
Antoinette's	\$0.00	\$2.02	100.00%	\$0.00	\$0.94	100.00%	\$0.00	\$3.24	100.00%	\$0.00	\$3.78	100.00%	\$0.00	\$0.00
Arby's #1461-N. College (Closed)	\$304.89	\$43.96	-85.58%	\$273.80	\$0.00	-100.00%	\$310.27		-100.00%	\$350.03		-100.00%	\$296.57	
Cheers	\$33.11		-100.00%	\$31.19		-100.00%	\$38.62		-100.00%	\$31.09		-100.00%	\$31.15	
Einstein Bros Bagels			0.00%			0.00%			0.00%			0.00%		
Frozen Tung	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	
Hot Rod Mike's Bar & Grille	\$111.00		-100.00%	\$101.00		-100.00%	\$117.00		-100.00%	\$119.00		-100.00%	\$135.00	
Lean Green Gourmet LLC	\$0.00	\$127.04	100.00%	\$0.00	\$145.87	100.00%	\$17.81	\$147.71	729.37%	\$164.65	\$199.77	21.33%	\$132.25	\$199.77
Mama Carmen's Global Café	\$0.00		0.00%	\$0.00		0.00%		\$0.00	0.00%		\$150.00	100.00%		\$150.00
Morrison Management Specialists		\$20.37	100.00%		\$19.22	100.00%		\$19.94	100.00%		\$26.84	100.00%		\$26.84
Nibbles Academy of Cooking	\$0.00	\$45.82	100.00%	\$0.00	\$96.84	100.00%	\$7.58	\$203.15	2580.08%	\$22.89	\$192.01	738.84%	\$33.68	\$192.01
Pho Saigon Vietnamese & Chinese Cuisine	\$62.00	\$57.00	-8.06%	\$64.00		-100.00%	\$76.00		-100.00%	\$82.00		-100.00%	\$76.66	
Rena's Original Coney Island	\$0.00	\$55.00	100.00%	\$0.00	\$63.00	100.00%		\$46.79	100.00%		\$53.43	100.00%		\$53.43
Rufino's	\$0.00	\$166.80	100.00%	\$0.00	\$159.44	100.00%	\$0.00	\$162.01	100.00%	\$159.00	\$146.36	-7.95%	\$183.09	\$146.36
Subway #8-Sycamore/College		\$166.00	100.00%		\$159.00	100.00%		\$206.00	100.00%		\$261.00	100.00%		\$261.00
Tiamo Italian Restaurant	\$66.00	\$122.00	84.85%	\$178.00	\$110.00	-38.20%	\$203.00	\$103.00	-49.26%	\$212.00		-100.00%	\$165.00	
Wheel Power Cycle Sports LLC Sno Biz (was Siebert Inc/Shave the Planet)	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	\$4.19	100.00%	\$0.00	
Wilma's Restaurant	\$47.00		-100.00%	\$57.00		-100.00%	\$77.00		-100.00%	\$79.00		-100.00%	\$82.00	
Grand Total	\$624.00	\$806.01	29.17%	\$704.99	\$754.31	7.00%	\$847.28	\$891.84	5.26%	\$1,219.66	\$1,037.38	-14.95%	\$1,135.40	\$1,037.38

Total for All Businesses	\$25,627.70	\$27,349.83	6.72%	\$22,235.04	\$24,186.17	8.78%	\$26,231.59	\$23,538.57	-10.27%	\$27,740.69	\$27,684.43	-0.20%	\$28,480.85	\$27,684.43
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South Side

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
A Fare To Remember	\$14.53	\$254.00	1648.11%	\$172.00	\$77.00	-55.23%	\$104.00	\$92.00	-11.54%	\$69.30	\$84.00	21.21%	\$72.00	\$84.00
Brick House Kitchen	\$81.00	\$142.00	75.31%	\$27.00	\$80.00	196.30%	\$29.00	\$81.00	179.31%	\$69.00	\$138.00	100.00%	\$70.00	\$138.00
El Amanecer Market	\$13.15	\$12.25	-6.84%	\$12.98	\$13.55	4.39%	\$11.99	\$14.02	16.93%	\$12.22	\$13.65	11.70%	\$11.33	\$13.65
El Camino Real Mexican Restaurant	\$125.00	\$123.17	-1.46%	\$111.63	\$116.39	4.26%	\$126.95	\$101.78	-19.83%	\$140.09	\$137.77	-1.66%	\$145.11	\$137.77
Fast Trax #9	\$3.19	\$2.05	-35.74%	\$2.48	\$2.11	-14.92%	\$1.33	\$1.87	40.60%	\$2.26	\$2.69	19.03%	\$3.04	\$2.69
Fayetteville Country Club	\$321.00	\$425.00	32.40%	\$165.00	\$218.00	32.12%	\$205.00	\$202.00	-1.46%	\$277.00	\$227.50	-17.87%	\$319.00	\$227.50
Foghorns (2nd location)	\$390.00	\$407.00	4.36%	\$563.00	\$490.00	-12.97%	\$591.00	\$549.00	-7.11%	\$661.00	\$536.00	-18.91%	\$661.00	\$536.00
Geraldi's of Fayetteville	\$364.17	\$350.79	-3.67%	\$348.64	\$349.64	0.29%	\$385.50	\$355.57	-7.76%	\$375.00	\$410.31	9.42%	\$418.50	\$410.31
Greenhouse Grille	\$668.90	\$842.90	26.01%	\$607.38	\$732.40	20.58%	\$802.30	\$769.60	-4.08%	\$728.92	\$988.24	35.58%	\$783.15	\$988.24
La Hacienda Mexican Restaurant #2	\$267.00	\$294.00	10.11%	\$272.00	\$356.00	30.88%	\$386.00	\$403.00	4.40%	\$501.00	\$438.00	-12.57%	\$642.00	\$438.00
Mama Dean's Soul Food Kitchen	\$191.76	\$127.53	-33.49%	\$167.83	\$113.38	-32.44%	\$128.24		-100.00%	\$165.09		-100.00%	\$172.84	
Marvin's IGA #220/School	\$56.51	\$75.41	33.45%	\$52.44	\$66.82	27.42%	\$61.35	\$56.24	-8.33%	\$62.51	\$78.43	25.47%	\$79.64	\$78.43
Mezza Luna, Inc.	\$63.11	\$53.00	-16.02%	\$68.18	\$46.59	-31.67%	\$103.13	\$53.41	-48.21%	\$60.41	\$80.00	32.43%	\$58.82	\$80.00
Ozark Mountain Foods, Inc.	\$0.00	\$27.32	100.00%	\$0.00	\$15.06	100.00%	\$0.00	\$7.00	100.00%	\$0.00	\$9.01	100.00%	\$0.00	\$9.01
Pizza Hut #2602 NPC International, Inc.	\$537.38	\$677.77	26.12%	\$811.19	\$848.31	4.58%	\$730.60	\$762.20	4.33%	\$650.38	\$689.13	5.96%	\$810.54	\$689.13
Pops Old Time Bar B Que	\$82.22	\$70.01	-14.85%	\$65.30	\$59.58	-8.76%	\$92.88	\$55.87	-39.85%	\$78.00	\$89.77	15.09%	\$86.38	\$89.77
Rick's Iron Skillet	\$185.07	\$204.52	10.51%	\$195.95	\$170.55	-12.96%	\$205.97	\$174.40	-15.33%	\$215.10	\$206.23	-4.12%	\$210.88	\$206.23
Salathai Restaurant	\$0.00	\$86.37	100.00%	\$0.00	\$85.00	100.00%	\$0.00	\$70.00	100.00%	\$0.00	\$116.00	100.00%	\$0.00	\$116.00
Salty Dog			0.00%			0.00%		\$137.78	100.00%		\$115.73	100.00%		\$115.73
Shelton-Tucker Post #27 (American Legion)/Curtis	\$31.00	\$37.00	19.35%	\$39.90	\$35.20	-11.78%	\$45.00	\$31.50	-30.00%	\$42.00		-100.00%	\$38.50	
Staybridge Suites	\$723.83	\$978.62	35.20%	\$1,062.57	\$1,136.75	6.98%	\$1,329.30	\$1,395.77	5.00%	\$1,519.92	\$1,396.21	-8.14%	\$1,449.56	\$1,396.21
Thep Thai Restaurant	\$243.00	\$309.00	27.16%	\$198.00	\$220.00	11.11%	\$201.00	\$204.00	1.49%	\$272.00	\$269.05	-1.08%	\$271.00	\$269.05
Trailside Café & Tea Room (on Center Street)	\$81.16	\$99.29	22.34%	\$56.14	\$76.63	36.50%	\$69.42	\$72.76	4.81%	\$94.70	\$127.16	34.28%	\$88.67	\$127.16
Wes' Bar-B-Que (Burger Plus)	\$50.22	\$53.11	5.75%	\$52.12	\$50.03	-4.01%	\$53.81	\$42.30	-21.39%	\$56.84	\$55.62	-2.15%	\$52.31	\$55.62
Zeenat Fazal LLC dba Zauq	\$0.00		0.00%	\$103.00		-100.00%	\$118.26		-100.00%	\$108.91		-100.00%	\$56.48	
Grand Total	\$4,493.20	\$5,652.11	25.79%	\$5,154.73	\$5,358.99	3.96%	\$5,782.03	\$5,633.07	-2.58%	\$6,161.65	\$6,208.50	0.76%	\$6,500.75	\$6,800.00

East Side

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
Asian Chinese Restaurant			0.00%			0.00%			0.00%			0.00%		\$86.00
BPOE Elks Lodge #1987	\$130.00	\$125.00	-3.85%	\$131.00	\$113.00	-13.74%	\$166.00	\$102.00	-38.55%	\$135.00	\$135.00	0.00%	\$129.00	\$119.00
Cable Car Pizza	\$105.37	\$110.91	5.26%	\$97.16	\$103.25	6.27%	\$95.48	\$109.00	14.16%	\$99.85	\$100.00	0.15%	\$119.07	\$119.07
China Café	\$141.93	\$177.93	25.36%	\$121.04	\$124.39	2.77%	\$127.50	\$123.38	-3.23%	\$143.33	\$158.75	10.76%	\$136.93	\$143.33
Crossover Corner	\$12.66	\$13.43	6.08%	\$9.78	\$10.94	11.86%	\$11.01	\$8.00	-27.34%	\$11.97	\$7.16	-40.18%	\$11.25	\$7.16
Delta Soul	\$0.00	\$285.04	100.00%	\$0.00	\$209.17	100.00%	\$0.00	\$170.55	100.00%	\$0.00	\$230.10	100.00%	\$0.00	\$256.00
El Sol Mexican Restaurant	\$49.00	\$50.00	2.04%	\$61.00	\$53.00	-13.11%	\$49.00	\$58.00	18.37%	\$48.00	\$52.00	8.33%	\$50.00	\$58.00
Fast Break	\$3.49	\$1.07	-69.34%	\$3.44	\$1.02	-70.35%	\$3.17	\$0.89	-71.92%	\$1.12	\$1.03	-8.04%	\$1.16	\$1.03
Fitness 4 Less			0.00%			0.00%		\$2.00	100.00%		\$3.00	100.00%		\$3.00
Flash Market, Inc. #188/Huntsville	\$63.63	\$69.33	8.96%	\$54.17	\$61.55	13.62%	\$60.27	\$55.09	-8.59%	\$75.50	\$76.71	1.60%	\$78.47	\$76.71
Jim's Razorbk Pizza (Crossover/Joyce) JAW Foods	\$203.00	\$168.00	-17.24%	\$182.00	\$166.00	-8.79%	\$167.00	\$158.00	-5.39%	\$182.00	\$173.00	-4.95%	\$180.00	\$182.00
La Hacienda Mexican Restaurant	\$757.00	\$780.00	3.04%	\$727.00	\$739.00	1.65%	\$770.00	\$724.00	-5.97%	\$837.00	\$856.00	2.27%	\$835.00	\$925.00
La Huerta Mexican El-Valle, Inc.	\$605.00	\$572.00	-5.45%	\$502.00	\$552.00	9.96%	\$535.00	\$553.00	3.36%	\$587.00	\$641.00	9.20%	\$659.00	\$669.00
Madame Wu's (now Asian Chinese Restaurant)	\$145.81	\$109.38	-24.98%	\$143.25	\$91.04	-36.45%	\$136.35	\$88.57	-35.04%	\$106.53	\$90.82	-14.75%	\$90.46	\$90.46
McDonald's-Crossover #18891	\$1,494.00	\$1,439.00	-3.68%	\$1,270.00	\$1,323.00	4.17%	\$1,342.00	\$1,232.00	-8.20%	\$1,464.00	\$1,610.00	9.97%	\$1,545.00	\$1,644.00
Meiji Japanese Cuisine	\$0.00	\$270.00	100.00%	\$0.00	\$270.00	100.00%	\$0.00	\$281.00	100.00%	\$0.00	\$318.00	100.00%	\$0.00	\$349.00
Mission Fitness, Inc.	\$4.00		-100.00%	\$3.00		-100.00%	\$3.00		-100.00%	\$3.00		-100.00%	\$3.00	
North Forty	\$19.00	\$15.00	-21.05%	\$0.00	\$0.00	0.00%	\$10.00	\$0.00	-100.00%	\$0.00	\$0.00	0.00%	\$1.00	\$3.00
Primo Pasta House & Pizzeria	\$0.00	\$646.00	100.00%	\$0.00	\$569.00	100.00%	\$0.00	\$545.74	100.00%	\$284.00	\$570.63	100.93%	\$1,001.00	\$683.00
Rolling Pin Cafe, LLC	\$231.00	\$246.00	6.49%	\$191.00	\$223.00	16.75%	\$208.00	\$232.00	11.54%	\$252.00	\$320.00	26.98%	\$235.00	\$327.00
Sonic Drive-In #3-Crossover	\$729.00	\$764.00	4.80%	\$604.00	\$689.00	14.07%	\$638.00	\$592.00	-7.21%	\$768.00	\$878.00	14.32%	\$895.00	\$943.00
Spiedini Italian Grill	\$0.00	\$306.66	100.00%	\$0.00	\$186.17	100.00%	\$0.00	\$177.85	100.00%	\$0.00	\$190.55	100.00%	\$0.00	\$198.00
Stonebridge Meadows Golf Club	\$5.00	\$12.00	140.00%	\$5.00	\$14.00	180.00%	\$6.00	\$14.00	133.33%	\$33.00	\$50.00	51.52%	\$80.00	\$88.00
Subway #2-Crossover	\$349.00	\$312.00	-10.60%	\$289.00	\$306.00	5.88%	\$316.00	\$322.00	1.90%	\$471.00	\$479.00	1.70%	\$422.00	\$371.00
Taco Bell #586/Crossover	\$736.77	\$813.31	10.39%	\$653.16	\$700.55	7.26%	\$701.59	\$579.47	-17.41%	\$809.72	\$781.09	-3.54%	\$850.83	\$829.00
Tim's Pizza-East	\$584.00	\$586.00	0.34%	\$548.00	\$524.00	-4.38%	\$523.00	\$468.00	-10.52%	\$541.00	\$525.00	-2.96%	\$521.00	\$548.00
Wal-Mart #2745 Neighborhood Market	\$257.29	\$379.36	47.44%	\$257.47	\$378.13	46.86%	\$246.18	\$324.71	31.90%	\$213.17	\$348.43	63.45%	\$217.53	\$346.00
White Oak Station #12-Crossover	\$47.50	\$53.50	12.63%	\$38.99	\$45.94	17.83%	\$41.92	\$40.14	-4.25%	\$48.42	\$51.16	5.66%	\$52.47	\$50.00
White Oak Station #37	\$221.24	\$194.00	-12.31%	\$151.00	\$162.41	7.56%	\$168.00	\$134.30	-20.06%	\$122.77	\$203.17	65.49%	\$266.26	\$210.00
Wingstop	\$230.00	\$192.00	-16.52%	\$197.00	\$199.00	1.02%	\$219.00	\$179.00	-18.26%	\$197.00	\$205.00	4.06%	\$196.00	\$192.00
Grand Total	\$7,124.69	\$8,690.92	21.98%	\$6,239.46	\$7,814.56	25.24%	\$6,543.47	\$7,274.69	11.17%	\$7,434.38	\$9,054.60	21.79%	\$8,576.43	\$9,308.00

Caterers/Mobile Units/Seasonal
These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
Bulldogs Hot Dog Cart	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%		\$0.00	0.00%		\$0.00	0.00%		
Cajun Cookers BBQ			0.00%			0.00%			0.00%			0.00%		
Cam's Mountain Sno			0.00%			0.00%			0.00%			0.00%		
Catering Concepts	\$117.57	\$121.76	3.56%	\$92.89	\$24.87	-73.23%	\$79.28	\$75.90	-4.26%	\$55.67	\$103.29	85.54%	\$118.52	\$45.00
Catering Unlimited	\$208.00	\$247.00	18.75%	\$92.00	\$196.00	113.04%	\$203.00	\$151.00	-25.62%	\$225.00	\$67.00	-70.22%	\$213.00	\$236.00
Chicken George	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	
Creative Cuisine/o Stephen W. Hobel	\$13.76	\$11.30	-17.88%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$9.36	\$4.41	-52.88%	\$0.00	\$0.00
Creative Kitchens, Inc.	\$27.00	\$46.00	70.37%	\$35.00	\$68.00	94.29%	\$28.00	\$18.00	-35.71%	\$14.00	\$10.00	-28.57%	\$0.00	\$20.00
Danti, Gianpaolo (Closed)	\$0.48		-100.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$4.41	\$5.00
Delicious Delights	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	
FayetteGrille			0.00%			0.00%			0.00%			0.00%		\$17.00
Flap Jack's, Inc.			0.00%			0.00%			0.00%			0.00%		
Gameday Suite Supply	\$2.35	\$1.32	-43.83%	\$0.00	\$0.00	0.00%	\$0.00	\$1.96	100.00%	\$7.05	\$0.00	-100.00%	\$8.65	\$0.00
Healthygrieks Catering	\$0.00	\$5.05	100.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$1.58	\$148.44	9294.94%	\$0.00	\$0.00
Hog Brats		\$5.75	100.00%		\$8.18	100.00%		\$17.65	100.00%		\$14.62	100.00%		\$15.00
Iceman Cometh	\$0.00		0.00%	\$0.00		0.00%			0.00%			0.00%		
King Kat	\$0.00		0.00%	\$0.00		0.00%			0.00%			0.00%		
Kruton's Inc.	\$15.82		-100.00%	\$38.70		-100.00%	\$25.46		-100.00%	\$14.26	\$93.60	556.38%	\$91.86	\$23.00
Leslie's Catering	\$0.00	\$0.00	0.00%	\$1.77	\$3.34	88.70%	\$0.00	\$4.83	100.00%	\$0.00	\$7.58	100.00%	\$0.00	\$6.00
Mae Farm dba Hog Heaven, Inc.			0.00%			0.00%			0.00%			0.00%		
Missy's Fish, Chicken, & River Fries	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	
Natural State Catering	\$0.00	\$6.62	100.00%	\$1.68	\$1.45	-13.69%	\$5.95	\$0.62	-89.58%	\$18.32	\$2.49	-86.41%	\$8.19	\$14.00
Ozark Mountain Nut Roasters	\$196.80	\$166.22	-15.54%	\$23.78	\$31.31	31.67%	\$72.49	\$87.14	20.21%	\$50.86	\$48.92	-3.81%	\$66.46	\$92.00
Parlor Dogs	\$0.00	\$0.00	0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$3.41	
Pat's Kitchen	\$14.00	\$34.00	142.86%	\$16.00	\$20.00	25.00%	\$20.00	\$26.00	30.00%	\$5.00	\$20.00	300.00%	\$19.00	\$95.00
Pfeffer's Catering	\$0.00		0.00%	\$0.00		0.00%			0.00%			0.00%		
Porky Chicks BBQ & Catering	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$20.37	\$18.75	-7.95%	\$34.26	\$25.00
Simply Scrumptious, LLC	\$37.52	\$41.10	9.54%	\$17.59	\$11.60	-34.05%	\$0.00	\$8.00	100.00%	\$0.00	\$16.76	100.00%	\$29.15	\$18.00
Snow Tsunami	\$0.00		0.00%	\$0.00		0.00%			0.00%			0.00%		
Southern Hospitality Management Company	\$0.00	\$19.10	100.00%	\$0.00	\$29.33	100.00%	\$0.00	\$0.00	0.00%	\$9.15	\$0.00	-100.00%	\$18.21	\$16.00
Spring Street Grill, Inc./Spring Street	\$115.17	\$197.09	71.13%	\$116.88	\$59.89	-48.76%	\$81.64	\$86.81	6.33%	\$152.22	\$154.29	1.36%	\$125.78	\$118.00
Susan Ang SE Asia Catering	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	
The Bar B Q Place	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$17.00	\$7.00
Tropical Snoc/o Southern Ice Dealer	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	\$32.00
Tun's of Func/o Joe's Snack Shack	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$3.00
Grand Total	\$748.47	\$902.31	17.05%	\$436.29	\$453.97	3.89%	\$515.82	\$477.91	-7.93%	\$582.84	\$710.15	17.93%	\$757.90	\$793.00

Multiple Locations

These numbers are preliminary. This report is subject to change.

Business	Dec-09	Dec-10	Dec %	Jan-10	Jan-11	Jan %	Feb-10	Feb-11	Feb %	Mar-10	Mar-11	Mar %	Apr-10	Apr-11
Arsaga's Espresso Café	\$704.48	\$704.63	0.02%	\$593.23	\$620.60	4.61%	\$597.93	\$564.60	-5.57%	\$643.91	\$692.44	7.54%	\$659.30	\$692.44
Arsaga's Espresso Café	\$324.00	\$322.00	-0.62%	\$334.00	\$320.00	-4.19%	\$399.00	\$328.00	-17.79%	\$427.00	\$444.00	3.98%	\$416.00	\$444.00
Cliffs III & II Apartments	\$14.00	\$0.00	-100.00%	\$6.00	\$4.06	-32.33%	\$8.00	\$0.00	-100.00%	\$2.00	\$0.00	-100.00%	\$3.00	\$0.00
Eureka Pizza	\$1,184.81	\$1,199.00	1.20%	\$1,108.00	\$1,192.00	7.58%	\$1,169.01	\$1,157.00	-1.03%	\$1,098.00	\$1,355.00	23.41%	\$1,193.73	\$1,355.00
E-Z Mart Store Inc.	\$338.08	\$345.47	2.19%	\$304.88	\$300.15	-1.55%	\$311.63	\$259.44	-16.75%	\$354.25	\$335.48	-5.30%	\$367.65	\$335.48
Hardee's #1042062/1042072 c/o FSO	\$1,048.14	\$1,116.78	6.55%	\$892.53	\$1,020.17	14.30%	\$1,038.51	\$1,002.97	-3.42%	\$1,084.45	\$1,255.43	15.77%	\$1,057.93	\$1,255.43
Harp's Deli's Harp's Food Stores, Inc.	\$1,353.85	\$1,186.71	-12.35%	\$1,273.51	\$1,256.98	-1.30%	\$1,201.18	\$1,107.14	-7.83%	\$1,186.97	\$1,172.05	-1.26%	\$1,363.20	\$1,172.05
Jammin Java	\$92.54	\$77.49	-16.26%	\$52.76	\$46.76	-11.37%	\$71.97	\$57.83	-19.65%	\$58.44	\$68.44	17.11%	\$70.06	\$68.44
Lindsey Management Co.	\$2.25		-100.00%	\$22.54	\$0.00	-100.00%	\$0.00	\$0.73	100.00%	\$0.00	\$0.00	0.00%	\$9.74	\$0.00
Penguin Ed's Barbeque	\$2,110.00	\$2,296.00	8.82%	\$1,735.00	\$1,897.00	9.34%	\$2,020.00	\$1,892.00	-6.34%	\$2,212.00	\$2,545.00	15.05%	\$2,510.00	\$2,545.00
Tropical Smoothie Café c/o Five Girls & a Guy LLC	\$221.00	\$410.00	85.52%	\$273.00	\$420.00	53.85%	\$306.00	\$331.00	8.17%	\$386.00	\$442.00	14.51%	\$460.00	\$442.00
Grand Total	\$7,393.15	\$7,658.08	3.58%	\$6,595.45	\$7,077.72	7.31%	\$7,123.23	\$6,700.71	-5.93%	\$7,453.02	\$8,309.84	11.50%	\$8,110.61	\$8,550.00