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
January 3, 2012

A meeting of the Fayetteville City Council will be held on January 3, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Election of Vice Mayor- ALDERMAN FERRELL ELECTED.**
2. **Report on the Condition of the Pension Funds**
3. **Re-approval of Nominating Committee Report- APPROVED**

Agenda Additions:

A. Consent:

1. Approval of the December 6, 2011 and the December 20, 2011 City Council meeting minutes. **APPROVED**

2. **Police Department Policy:** A resolution to approve Police Department Policy 33.1.1 Physical Fitness and 53.1 Inspections.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 01-12**

3. **Trail Naming:** A resolution naming Oak Ridge Trail and Meadow Valley Trail.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 02-12**

4. **Bid #11-71 Keeling Company:** A resolution awarding Bid #11-71 and approving a contract with Keeling Company in the amount of $77,333.34 for the purchase of two (2) irrigation wheels for effluent irrigation to hay fields.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 03-12**

5. **Community Services Division Budget Adjustment:** A resolution to approve a budget adjustment to recognize $1,929.00 in donation revenue for the Ranger's Pet Food Bank and $568.00 in donation revenue from the Fayetteville Fraternal Order of Police and citizens for the Senior Giving Tree.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 04-12**

6. **2012 Community Development Block Grant (CDBG):** A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2012 when received in the estimated amount of $589,066.00.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 05-12**

7. **2012 Washington County Inter-Local Agreement:** A resolution approving a month-to-month animal sheltering contract with Washington County, Arkansas beginning in 2012.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 06-12**

8. **Southwestern Electric Power Company (SWEPCO):** A resolution approving an agreement with Southwestern Electric Power Company (SWEPCO) to participate in an energy efficiency rebate program in the amount of $13,569.32, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 07-12**

B. Unfinished Business:

1. **Kum & Go Appeal:** Appeal of the Planning Commission's determination to limit access for a proposed Kum and Go Large Scale Development at Martin Luther King, Jr. Blvd and Hill Avenue. *This resolution was tabled at the December 20, 2011 City Council meeting to the January 3, 2012 City Council meeting.*

   TABLED TO THE JANUARY 17, 2012 CITY COUNCIL MEETING

C. New Business:

1. **2012 Budget Reappropriation Request:** A resolution amending the 2012 city budget by reappropriating up to $57,649,568.00 in bonded or ongoing capital projects, outstanding obligations and grant-funded items previously appropriated in the 2011 city budget but not completed or delivered in 2011.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 08-12**

2. **VAC 11-3970 (862 & 846 Hoddle Place/Slavens):** An ordinance approving VAC 11-3970 submitted by Jorgensen & Associates for property located at 862 & 846 Hoddle Place in Addison Acres Subdivision to vacate a utility easement, a total of 0.57 acres.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5474

3. **Freeze City Clerk Salary:** An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2012.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5475

D. City Council Agenda Session Presentations:

City Council Tour:
Announcements:

Adjournment: 6:30 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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(b) Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

(c) Old business and new business.

(i) Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

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(d) Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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City Council Meeting: **January 3, 2012** **Adjourn:** 6:30 P.M.

Subject:	Roll				
Alderman Adams was absent	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	absent			
	Lewis	✓			
	Gray	✓			
	Mayor Jordan	✓			
		8-0			

Subject:	Election of Vice Mayor				
Motion To:		Alderman Ferrell			
Motion By:		Boudreaux			
Seconded:		Tennant			
Alderman Ferrell elected as Vice Mayor	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	abstain			
	Adams	absent			
	Lewis	✓			
	Gray	✓			
	Mayor Jordan				
		6-0			

City Council Meeting: **January 3, 2012**

Subject:	**Re-approval of Nominating Committee Report**				
Motion To:		Reapprove			
Motion By:		Ferrell			
Seconded:		Kinion			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
Approved	**Tennant**	✓			
	Ferrell	✓			
	Adams	Absent			
	Lewis	✓			
	Gray	✓			
	Mayor Jordan				

7-0

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Lewis			
Seconded:		Boudreaux			
	Boudreaux	✓			
Minutes	**Kinion**	✓			
Approved	**Petty**	✓			
	Tennant	✓			
	Ferrell	✓			
Approved	**Adams**	absent			
01-12	**Lewis**	✓			
thru	**Gray**	✓			
07-12	**Mayor Jordan**				

7-0

City Council Meeting: **January 3, 2012**

Subject:	**Kum & Go Appeal**				
Motion To:		Table for 2 Weeks	January 17, 2012		
Motion By:		Lewis			
Seconded:		Ferrell			
B. 1 Unfinished Business	**Boudreaux**	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
Applicant request item to be tabled for two weeks.	**Ferrell**	✓			
	Adams	absent			
	Lewis	✓			
	Gray	✓			
Tabled to	**Mayor Jordan**				

January 17, 2012 7-0

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

City Council Meeting: **January 3, 2012**

Subject:	**2012 Budget Reappropriation Request**				
Motion To:		Approve			
Motion By:		Lewis			
Seconded:		Kinion			
C. 1 New Business	**Boudreaux**	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
passed	**Ferrell**	✓			
08-12	**Adams**	Absent			
	Lewis	✓			
	Gray	✓			
	Mayor Jordan				
		7-0			

Subject:	**VAC 11-3970 (862 & 846 Hoddle Place/Slavens)**				
Motion To:		Amend to 1,500 sq. ft.	2nd Read	3rd Read	Pass
Motion By:		Ferrell	Lewis	Boudreaux	
Seconded:		Lewis	Ferrell	Lewis	
C. 2 New Business	**Boudreaux**	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
passed	**Ferrell**	✓	✓	✓	✓
5474	**Adams**	Absent	absent	absent	absent
	Lewis	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Mayor Jordan				
		7-0	7-0	7-0	7-0

City Council Meeting: **January 3, 2012**

Subject:	**Freeze City Clerk Salary**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Boudreaux	Tennant		
Seconded:		Tennant	Gray		
C. 3	**Boudreaux**	✓	✓	✓	
New	**Kinion**	✓	✓	✓	
Business	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
Passed	**Adams**	absent	absent	absent	
	Lewis	✓	✓	✓	
5475	**Gray**	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

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

Fayetteville ARKANSAS

www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **January 4, 2012**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of January 3, 2012**

1. **Police Department Policy:** A resolution to approve Police Department Police 33.1.1 *Physical Fitness* and 53.1 *Inspections.*

2. **Trail Naming:** A resolution naming Oak Ridge Trail and Meadow Valley Trail.

3. **Bid # 11-71 Keeling Co.:** A resolution awarding Bid #11-71 and approving a contract with Keeling Company in the amount of $77,333.34 for the purchase of two irrigation wheels for effluent irrigation to hay fields.

4. **Community Services Division Budget Adjustment:** A resolution to approve a budget adjustment to recognize $1,929.00 in donation revenue for the Ranger's Pet Food Bank and $568.00 in donation revenue from the Fayetteville Fraternal Order of Police and citizens for the Senior Giving Tree.

5. **2012 CDBG:** A resolution authorizing the Mayor to execute the Community Development Block Grant agreement for 2012 when received in the estimated amount of $589,066.00.

6. **2012 Interlocal Agreement with Washington County:** A resolution approving a month-to-month Animal Sheltering contract with Washington County beginning in 2012.

7. **SWEPCO Agreement:** A resolution approving an agreement with Southwestern Electric Power Company to participate in an energy efficiency rebate program in the amount of $13,569.32, and approving a budget adjustment.

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9. **City Clerk Salary Freeze:** An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2012.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and members of the City Council

Thru: Sondra E. Smith, City Clerk Des

From: Lisa Branson, Deputy City Clerk LB

Date: December 29, 2011

Subject: Revised Nominating Committee Report

PROPOSAL:

At the December 20, 2011 City Council meeting, members of the City Council unanimously approved the Nominating Committee Report. In regards to the Airport Board appointment, Bill Corley should have been appointed to the Aeronautical Term ending 12/31/16 and Ken Haxel should have been appointed to the University of Arkansas Term ending 12/31/16.

RECOMMENDATION:

Assistant City Attorney Jason Kelley recommends that the City Council re-approve these two appointees on the Airport Board to the correct positions. A copy of the revised Nominating Committee Report is attached.

BUDGET IMPACT:

None

Revised Nominating Committee Report

Meeting: Wednesday, December 14, 2011
City Hall, Room 326, 4:00 p.m.
Members Present – Adella Gray, Bobby Ferrell, Rhonda Adams, and Mark Kinion

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The Committee recommends the following candidates for appointment:

Active Transportation Advisory Committee
- Quin Thompson – One Term Ending 12/31/13
- Gale Wingate – One Term Ending 12/31/13
- Jared Hintergardt – One Term Ending 12/31/13
- Nick Jones – One Term Ending 12/31/13
- Aaron Thomas – One Term Ending 12/31/13

Airport Board
- Bill Corley – One Aeronautical Term Ending 12/31/16
- Ken Haxel– One University of Arkansas Term Ending 12/31/16

Animal Services Advisory Board
- No applications were received

Audit Committee
- Judy Jacobs – One Term Ending 12/31/14

Board of Adjustments
- Tim Stein – One Unexpired Term Ending 03/31/15

Construction Board of Adjustments and Appeals
- Brian Hogue – One Unexpired Alternate Member Term Ending 03/31/12

Environmental Action Committee
- Dana Smith – One Citizen-at-Large Term Ending 12/31/14
- Lori Yazwinski – One Citizen-at-Large Term Ending 12/31/14

Housing Authority Board of Commissioners
- Matthew Cabe – One Term Ending 12/28/16

Parks and Recreation Advisory Board
- Phillip McKnight – One Term Ending 12/31/14
- Grant Hodges – One Term Ending 12/31/14
- John M. Paul – One Term Ending 12/31/14

Telecommunications Board

- Greg Goggans – One unexpired Term Ending 06/30/13

Urban Forestry Advisory Board

- Betty Martin – One University Representative Term Ending 12/31/13
- Donald Steinkraus – One Community Citizen-at-Large Term Ending 12/31/13

Fayetteville ARKANSAS
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Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **December 27, 2011**

RE: **Kum & Go Appeal**
Potential costs to taxpayers if left turn in access is denied

MOTION TO TABLE

When Alderman Ferrell asked if denying the left turn in from Martin Luther King Boulevard was a "deal killer" and Kum & Go's representative said "Yes," I became concerned that the City Council's decision could have costly implications for our taxpayers. This concern was reinforced when the property owner came forward to explain the difficulties in selling this large parcel with 360 feet of street frontage on Martin Luther King Boulevard without at least a full right and left in curb cut on MLK.

What concerned me were clear holdings by the Arkansas Supreme Court that **a city may not take away a property owner's access easement to an abutting street without the payment of just compensation**.

> "Under our decisions, the owner of property abutting upon a street or highway has an easement in such street or highway for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself; and **any subsequent act, by which that easement is substantially impaired for the benefit of the public, is a damage to the lot itself within the meaning of the constitutional provision for which the owner is entitled to compensation**." *Campbell v. Arkansas State Highway Commission*, 183 Ark. 780, 38 S.W. 2d 753, 753-754 (1931). (emphasis added).

Four decades later, the Arkansas Supreme Court reaffirmed this access easement right as a property right for a lot abutting a street.

> "The owner of property abutting upon a street has an easement in such street for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself. *Flake v. Thompson*, 249 Ark. 713, 460 S.W. 2d 789, 795 (1970).

In that case, the City of Little Rock had passed an ordinance that would have denied access to University Avenue to the property owner and argued that it could do so because the property owner had access to another (lower level) city street. The Arkansas Supreme Court held "that the ordinance constituted an unwarranted invasion of private rights and was discriminatory and oppressive, and thus it is unreasonable and arbitrary." *Id.* at 796

> "The property right of ingress and egress of appellants in the easement was one that could not be taken from them by the city, **at least without the payment of just compensation**." *Id.* (emphasis added).

If denying Kum & Go's requested left turn in access from MLK would kill this $3.5 million project and leave the property owner with several acres of prime commercial land which cannot be reasonably sold, this "taking" by the City could be very expensive for our taxpayers. That concern prompted me to ask the City Council to table this appeal not only so our Engineering Department could analyze the rather "thin" traffic study presented by Kum & Go, but so I could properly advise you on the legal and possible financial ramifications of your decision on the appeal.

BACKGROUND OF KUM & GO'S REQUESTED LEFT TURN IN

Kum & Go had to be granted a variance for access onto Martin Luther King Boulevard because its driveway could not be at least 250 feet from both Royal Oak and Hill Avenue. The driveway's proposed location on Site Plan F (which Kum & Go is requesting you to approve) is 272 feet from Hill Avenue but only 91 feet from Royal Oak. I believe that legally we must allow Kum & Go some access onto Martin Luther King Boulevard along its 389 foot frontage. Both the Planning Department and Planning Commission agree that a driveway should be allowed. The only issue is its precise location and the possible limitation of such access.

The Access Management section of the Unified Development Code specifies when a curb cut can be limited so as not to provide both left and right turns into and out of the property.

> "If a parcel on the corner of an arterial or collector street (like this parcel) provides **such a short frontage** along a major street that there is **no safe ingress/egress functional location** on that street, the (City) may deny the curb cut or may limit such curb cut to ingress or egress only." §166.08 (F)(1)(e). (emphasis added)

The 389 foot street frontage on MLK is certainly not "short". It appears much longer than the gas station/convenience store frontage at MLK and Razorback which has unlimited curb cuts on both of these major roads and much more center lane car stacking on MLK to turn left onto Razorback than the Hill Avenue intersection. The same is true for the new fast food restaurant on the southeast corner of MLK and Razorback. The City should present clear scientifically established safety dangers of allowing a left turn in from MLK **at this location** before restricting this normal property right which is being allowed to competitors and will likely cause the loss of this land sale to the property owners and the applicant's multimillion dollar investment in our City.

All are in agreement that there is a safe right turn in and out functional location in the approximate location shown by Site Plan F. The issue is whether a left turn into the property at this location over 90 yards from the Hill Avenue intersection is so dangerous that the City can deny this normal property right of the owner. **Even if such left turn in access can be legally denied, the Arkansas Supreme Court holdings would probably require just compensation for this taking.**

The City could present several types of evidence to factually support its contention that this left turn in access would be too dangerous to allow. City Staff could present evidence of **sight distance problems** with the proposed location. Staff could present a **traffic study** demonstrating certain traffic movements **at this** location (such as left turns in) are so unreasonably dangerous that such access should be denied. This has yet to be presented. The 20-30 second video (that does not even include a complete traffic signal rotation and with no scientific evidence that the traffic shown is the normal volume, direction and speed for that intersection) provides virtually no evidence for the City Council to determine the safety or danger level of the proposed left turn in from MLK. It is less than 4 hundredths of one percent of one day's traffic history of that intersection. This is not good evidence of what occurs during the remaining 99.96% of the day at that intersection.

General statistics that left turns on major roads cause the most accidents are probably too general to justify a decision to deny a left turn at this location. If there was no center turn lane, there would be increased danger of rear-end accidents. All of us know the caution we must use when driving in the left lane on North College Avenue between North Street and Maple Avenue to avoid being stopped behind a driver turning left onto Trenton or Prospect or into one of the numerous businesses (including a coffee shop, restaurant and liquor store) along that stretch of four lane (no center turn lane), high volume, 35 m.p.h. street. The same is true on Highway 71B from Martin Luther King to Dickson Street. Fortunately, in the case of Kum & Go on Martin Luther King, there is a center turn lane on Martin Luther King with enough room to "stack" several cars. This is a far safer situation than AutoZone, IGA and many other businesses including service stations on the newly reconfigured and reconstructed portion of North College from Rock Street to Maple which allow full access curb cuts closer to major intersections.

Please keep in mind that our Access Management Ordinance states: "Where a curb cut must access the arterial street, it shall be located a minimum of 250 feet from an intersection or driveway." I presume that a 250 foot requirement from an intersection was to ensure safety and lack of conflict with such intersection. Kum & Go's Site Plan F satisfies that safety requirement for the intersection with Hill Avenue. Thus, the City's reliance upon possible safety concerns because of the Hill Avenue intersection are substantially weakened because this driveway meets the separation requirements of the Access Management Ordinance.

Kum & Go's proposed driveway does not meet the separation requirement with Royal Oak because it is only 30 yards away. This is where the variance requested by Kum & Go can best be scrutinized for safety issues. Since Royal Oak would be used almost exclusively by residents of this apartment complex, it would be a low volume exit. I doubt if its actual traffic has been counted. This is much less of a safety issue than numerous other curb cuts permitted elsewhere on MLK, Archibald Yell and College Avenue (even on the City rebuilt section of College Avenue). An equal protection of the laws argument concerns me with this case.

REQUIRING FULL DRIVEWAY ACCESS FROM AND ONTO THE ONE LANE – ONE WAY ROYAL OAK

Kum & Go's proposed gas station/convenience store has two separate access points on MLK and Hill Avenue. To require it to connect to a one lane, one way Royal Oak so that residents do not have to either go to Hill Avenue or turn right onto MLK seems like an over-reach and a potential violation of Constitutional protections given developers. The City can require exactions (more normally known as "costs") of a developer **in rough proportion to the impact the developer is causing to City infrastructure** (like streets). Thus, the cost to pay for the erection of a new traffic signal as suggested by its own traffic engineer to reduce any stacking issues could be a reasonably proportionate exaction (or cost) required from Kum & Go for this project's impact on City streets.

Likewise requiring a developer of a large corner lot to have curb cuts on both MLK and Hill for both its customers' convenience and safety and for fire access would likely be within a city's power. However, requiring a **third access** onto and from a one lane, one way street that functions as an apartment complex driveway is much more difficult to justify. This is especially true because this additional driveway would not only be very expensive (hundreds of thousands of dollars) and use significant portions of the developer's land, it would also force the movement of the curb cut on MLK into the 250 foot "danger zone" from the intersection with Hill Avenue (a real city street).

What small amount of traffic (only from the apartments) might use this driveway would cause conflicts with traffic entering from MLK and could encourage illegal cut through traffic if Royal Oak was ever backed up waiting to enter MLK. The City already approved Royal Oak's right turn onto MLK as safe enough to build this "city street". Certainly a right turn into Kum & Go off MLK is also safe and is recommended by Planning and Engineering as safe. So this very expensive driveway from the one lane Royal Oak is being required to replace two "safe" right turns for a very limited number of drivers.

I fear this requirement exceeds the proportionate impact of this development, and thus the City may lack the constitutional power to require this questionable and very expensive third access from and onto the one way, one lane Royal Oak. In addition, all this extra pavement for the driveway seems to run counter to the City Council's express policy supporting low impact development. The sidewalk alternative proposed by Kum & Go is also more compatible with the City Council's adopted policy to move toward a less car dominated, more pedestrian and walkable environment.

CONCLUSION

> "We have held that the owner of property abutting upon a street has an easement in such street for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself. *Flake v. Thompson, Inc.*, 249 Ark. 713, 460 S.W. 2d 789 (1970). We have also noted that **this property right is not diminished merely because the property owner has alternative means of ingress and egress**. *Wright v. City of Monticello*, 345 Ark. 420, 47 S.W. 3d 851, 857 (2001). (emphasis added).

Even if we have well proven public safety concerns, "**(t)he property right of ingress and egress … could not be taken from them by the city, at least without the payment of just compensation**". *Flake v. Thompson*, supra (emphasis added). I appreciate Kum & Go's proposed compromise not to insist on a left out onto MLK

Boulevard because of concerns for the safety of its customers and the proximity of the traffic signal on Hill Avenue. Accepting such a compromise (Kum & Go originally sought a full access including left out onto MLK) would allow this project to be built and prevent a probably successful inverse condemnation case against the City.

In the late 80's and early 90's, the Fayetteville Board of Directors committed illegal exactions (sometimes after being warned) which they justified as "doing the right thing." These decisions cost our taxpayers several million dollars paid to attorneys who sued us successfully arguing that following the Constitution and state law was actually "doing the right thing."

I was on the City Council who had to clean up those messes and authorize the multimillion dollar payments ordered by the Courts for those attorneys. When I became Fayetteville City Attorney in 2001, I made a commitment to myself to do my best to avoid those multimillion dollar mistakes. Because the City Council has heeded my occasional warnings, our taxpayers have not had to pay these exorbitant attorney fees for over a decade.

I ask you once again to carefully consider the law that gives property owners access rights to City streets and be aware that, if you deny an access right in this case, the result could be writing a fairly large check on our taxpayers' account.

shared between two or more lots. Where a curb cut must access the arterial street, it shall be located a minimum of 250 feet from an intersection or driveway.

Number of Curb Cuts Permitted	
Length of Street Frontage	Maximum Number of Curb Cuts
0-500 ft.	1
501-1000 ft.	2
1001-1500 ft.	3
More than 1500 ft.	4

(b) Collector Streets. Curb cuts shall be located a minimum of 100 feet from an intersection or driveway. When necessary, curb cuts along collector streets shall be shared between two or more lots.

Number of Curb Cuts Permitted	
Length of Street Frontage	Maximum Number of Curb Cuts
0-100 ft.	1
101-250 ft.	2
251-500 ft.	3
More than 500 ft.	4

(c) Local and Residential Streets. Curb cuts shall be located a minimum of 50 feet from an intersection or driveway. In no case shall a curb cut be located within the radius return of an adjacent curb cut or intersection. Curb cuts shall be a minimum of fifteen (15') feet from the adjoining property line, unless shared.

Number of Curb Cuts Permitted	
Length of Street Frontage	Maximum Number of Curb Cuts
0-50 ft.	1
51-125 ft.	2
126-250 ft.	3
More than 250 ft.	4

(d) Residential Subdivisions. In the case of residential subdivisions, curb cuts shall be discouraged along arterial and collector streets. When necessary, curb cuts along arterial and collector streets shall be shared between two or more lots. Curb cuts along all streets shall be located a minimum of five feet (5') from the adjoining property line, unless shared.

(e) Variance. In order to protect the ingress and egress access rights to a street of an abutting property owner, a variance to the curb cut minimums shall be granted by the Planning Commission to allow an ingress/egress curb cut at the safest functional location along the property. Such a curb cut may be required to be shared with an adjoining parcel if feasible. If a parcel on the corner of an arterial or collector street provides such short frontage along a major street that there is no safe ingress/egress functional location on that street, the Planning Commission may deny the curb cut or may limit such curb cut to ingress or egress only.

(2) Speed. All streets should be designed to discourage excessive speeds.

(G) Non-conforming Access Features.

(1) Existing. Permitted access connections in place on the date of the adoption of this ordinance that do not conform with the standards herein shall be designated as nonconforming features and shall be brought into compliance with the applicable standards under the following conditions:

(a) When new access connection permits are requested;

(b) Upon expansion or improvements greater than 50% of the assessed property value or gross floor area or volume;

(c) As roadway improvements allow.

(H) Easements. Utility and drainage easements shall be located along lot lines and/or street right-of-way where necessary to provide for utility lines and drainage. The Planning Commission may require larger easements for major utility lines, unusual terrain or drainage problems.

(I) Residential lots. The use and design of lots shall conform to the provisions of zoning where City zoning is in effect. When no City zoning applies, the following standards shall govern unless in conflict with more stringent city, county or state regulations:

(1) Bulk and area regulations:

	Planning Area
Lot area minimum	10,000 sq. ft.

RESOLUTION NO. ______

A RESOLUTION TO GRANT THE APPEAL OF KUM & GO, L.C. AND TO AMEND AND APPROVE ITS LARGE SCALE DEVELOPMENT TO MATCH THE PLAT SUBMITTED WITH ITS APPEAL LETTER

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

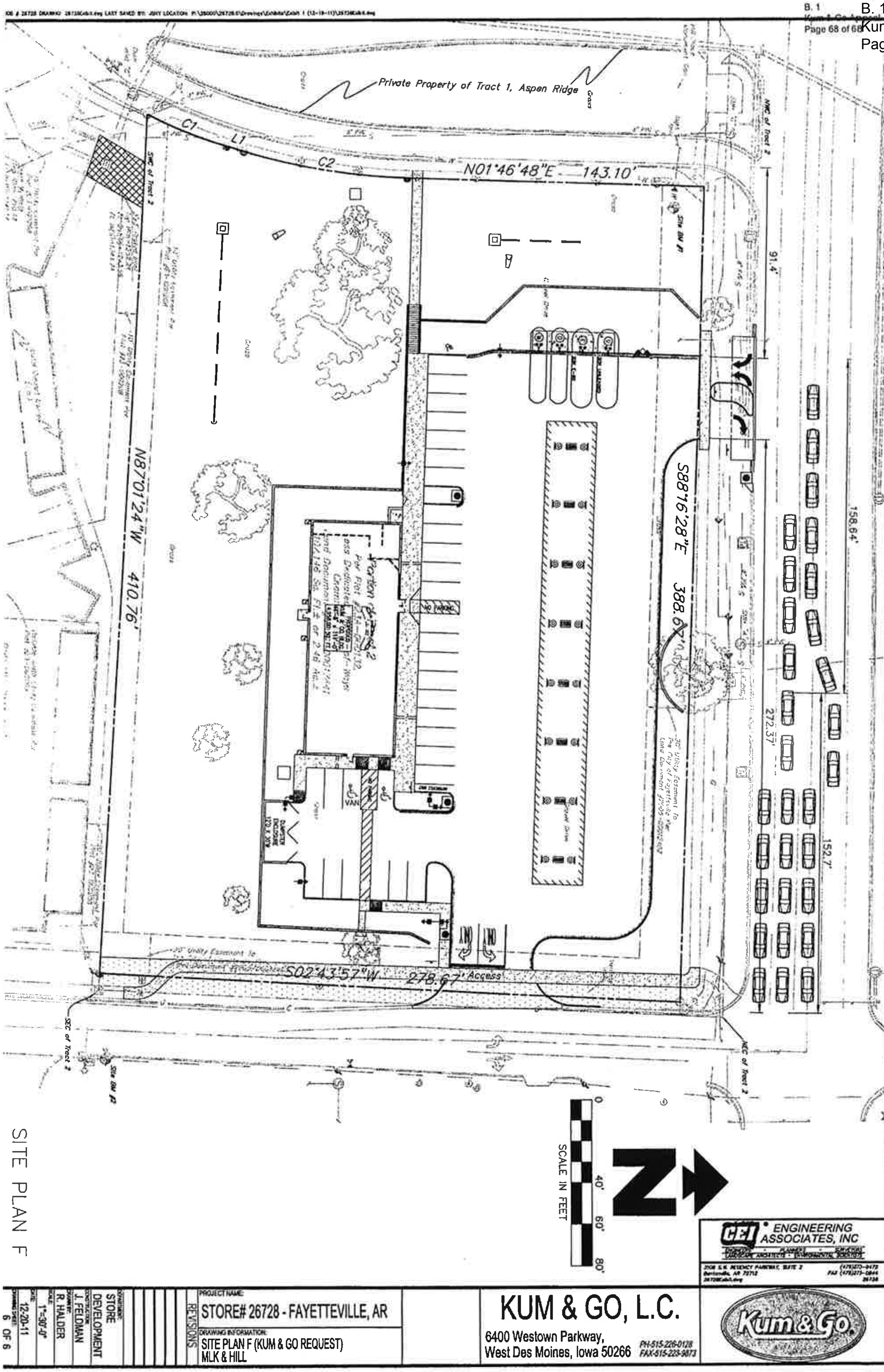
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby grants the appeal of Kum & Go, L.C. from some of the terms or conditions imposed by the Planning Commission and amends and approves the Large Scale Development plat to conform with the plat submitted by Kum & Go, L.C. as Site Plan F (attached to this Resolution) regarding its driveway access onto and from Martin Luther King, Jr. Boulevard and changing the access from Royal Oak from vehicular to pedestrian. All other terms and conditions approved by the Planning Commission when approving LSD 11-3966 (Kum & Go at Martin Luther King and Hill Avenue) shall remain in full force and effect.

PASSED and **APPROVED** this 3rd day of January, 2012.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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


Private Property of Tract 1, Aspen Ridge
N01°46'48"E 143.10'
N87°01'24"W 410.76'
S88°16'28"E 388.6?'
S02°43'57"W 278.67'
Access
91.4'
158.64'
272.37'
152.7'
VAN
SCALE IN FEET
0
40'
60'
80'
SITE PLAN F
CEI ENGINEERING ASSOCIATES, INC
STORE DEVELOPMENT
J. FELDMAN
R. HALDER
1"=30'-0"
12-20-11
6 OF 6
REVISIONS
STORE# 26728 - FAYETTEVILLE, AR
SITE PLAN F (KUM & GO REQUEST)
MLK & HILL
KUM & GO, L.C.
6400 Westown Parkway,
West Des Moines, Iowa 50266
PH-515-226-0128
FAX-515-223-9873
Kum&Go

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
January 3, 2012

A meeting of the Fayetteville City Council was held on January 3, 2012 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:

City Council Meeting Presentations, Reports and Discussion Items:

Election of Vice Mayor

Alderman Boudreaux moved to elect Alderman Ferrell as Vice Mayor. Alderman Tennant seconded the motion.

Alderman Boudreaux: Bobby has served for a long time and has a lot of knowledge and experience. I think he will do a good job.

Alderman Gray: I think he is a very serious Alderman. He does lots of homework and I appreciate him. I think he will do an excellent job.

Upon roll call the motion passed 6-0. Alderman Ferrell abstained. Alderman Adams was absent.

Report on the Condition of the Pension Funds

Mayor Jordan gave a report on the condition of the Firemen's Pension and Policemen's Pension Fund.

A copy of the report is attached.

Alderman Petty: Is anything we can do legally to resolve the question about whether or not they are able to reduce benefits.

City Attorney Kit Williams: I don't think we can. The City, I don't believe, has standing to bring any kind of case for declaratory judgment. The City has no control over the Pension Boards. The Pension Board is controlled primarily by the pensioners themselves. The Mayor and City Clerk are members of the Firemen's Pension Board automatically but there are four other members. The four other members have not been willing to make any changes. The Attorney General says they can't reduce benefits. My interpretation is that they could but it has not been tested in court. It really can only be tested in court, to my knowledge feasibly, if they actually tired to reduce the benefits and then a pensioner might sue and say you can't. Then there would be a case in controversy that the judges could decide. As long as the Pension Board makes no moves, I don't know how it can get to court.

Alderman Ferrell thanked the Mayor and City Clerk for taking their fiduciary duties on that board seriously. If they elected to lower the pension that would open an avenue for finder of facts if someone objected. What if they lowered the pension to be able to get a longer in the future snap shot to see how long it is going to last and no one objected? That would be legal wouldn't it?

City Attorney Kit Williams: I believe it would be legal, if someone thought it was not legal and believed the Attorney General's analysis, that they had no right to do it, and then any of the pensioners that were receiving less money could sue and say I am entitled to more. It would be up to the judges to determine who is right.

Alderman Lewis: At what point does the pension run out if they don't reduce it?

Paul Becker, Finance Director stated we cannot predict that for certain but they have said its risk of ruin is between five and ten years. The actuarial study is using a 5% discount rate which means you would have to incur increases on your investments of 5%. The chances of obtaining 5% are nil in the near future. I would say the risk of ruin is closer to the five years than ten years.

City Attorney Kit Williams: There is some danger for the City in this. There have been some attempts to have the law changed to require, that if a pension plan no longer has active members or if it falls below a certain amount, that it must be consolidated with LOPFI. This would cost the taxpayers millions of dollars if that happens. That could happen and that is something we are concerned about.

Alderman Ferrell: When we had a meeting to discuss the pension there was one guy from Little Rock that was advocating that.

City Attorney Kit Williams: The previous attempts have come from the State Board. One of them was carried by a legislator out of Springdale who did not understand what the affect was going to be on us. When we explained to him what the effect would be on Fayetteville he withdrew his support.

Re-approval of Nominating Committee Report

Alderman Gray stated there was a mistake in the Nominating Committee Report previously in relation to Airport Board. She read the corrected Nominating Committee Report.

Alderman Gray moved to reapprove the Nominating Committee Report. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

A copy of the revised Nominating Committee Report is attached.

Agenda Additions: None

Consent:

Approval of the December 6, 2011 and the December 20, 2011 City Council meeting minutes.

Approved

Police Department Policy: A resolution to approve Police Department Policy 33.1.1 Physical Fitness and 53.1 Inspections.

Resolution 01-12 as recorded in the office of the City Clerk.

Trail Naming: A resolution naming Oak Ridge Trail and Meadow Valley Trail.

Resolution 02-12 as recorded in the office of the City Clerk.

Bid #11-71 Keeling Company: A resolution awarding Bid #11-71 and approving a contract with Keeling Company in the amount of $77,333.34 for the purchase of two (2) irrigation wheels for effluent irrigation to hay fields.

Resolution 03-12 as recorded in the office of the City Clerk.

Community Services Division Budget Adjustment: A resolution to approve a budget adjustment to recognize $1,929.00 in donation revenue for the Ranger's Pet Food Bank and $568.00 in donation revenue from the Fayetteville Fraternal Order of Police and citizens for the Senior Giving Tree.

Resolution 04-12 as recorded in the office of the City Clerk.

2012 Community Development Block Grant (CDBG): A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2012 when received in the estimated amount of $589,066.00.

Resolution 05-12 as recorded in the office of the City Clerk.

2012 Washington County Inter-Local Agreement: A resolution approving a month-to-month animal sheltering contract with Washington County, Arkansas beginning in 2012.

Resolution 06-12 as recorded in the office of the City Clerk.

Southwestern Electric Power Company (SWEPCO): A resolution approving an agreement with Southwestern Electric Power Company (SWEPCO) to participate in an energy efficiency rebate program in the amount of $13,569.32, and approving a budget adjustment.

Resolution 07-12 as recorded in the office of the City Clerk.

Alderman Lewis moved to approve the Consent Agenda as read. Alderman Boudreaux seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

Unfinished Business:

Kum & Go Appeal: Appeal of the Planning Commission's determination to limit access for a proposed Kum and Go Large Scale Development at Martin Luther King, Jr. Blvd and Hill Avenue. *This appeal was tabled at the December 20, 2011 City Council meeting to the January 3, 2012 City Council meeting.*

Jeremy Pate, Development Services Director stated staff received a request to have this item tabled for two weeks.

Alderman Lewis moved to table the appeal to the January 17, 2012 City Council meeting. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

This appeal was tabled to the January 17, 2012 City Council meeting.

__New Business:__

2012 Budget Reappropriation Request: A resolution amending the 2012 city budget by reappropriating up to $57,649,568.00 in bonded or ongoing capital projects, outstanding obligations and grant-funded items previously appropriated in the 2011 city budget but not completed or delivered in 2011.

Paul Becker gave a brief description of the resolution.

Alderman Ferrell: There was a story in the newspaper that handled the description of this very well. It was a good story and explanation.

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

Resolution 08-12 as recorded in the office of the City Clerk.

VAC 11-3970 (862 & 846 Hoddle Place/Slavens): An ordinance approving VAC 11-3970 submitted by Jorgensen & Associates for property located at 862 & 846 Hoddle Place in Addison Acres Subdivision to vacate a utility easement, a total of 0.57 acres.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. Jeremy pointed out a typo in the ordinance that needed to be corrected.

Alderman Ferrell moved to amend the ordinance to read 1,500 square feet. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

Alderman Lewis moved to suspend the rules and go to the second 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.

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.

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

Ordinance 5474 as Recorded in the office of the City Clerk

Freeze City Clerk Salary: An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2012.

City Attorney Kit Williams read the ordinance.

Various Aldermen thanked City Clerk Sondra Smith for doing this.

Alderman Boudreaux moved to suspend the rules and go to the second 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.

Alderman Tennant moved to suspend the rules and go to the third and final 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.

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

Ordinance 5475 as Recorded in the office of the City Clerk

Announcements:

Meeting adjourned at 6:30 p.m.

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

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
January 3, 2012

A meeting of the Fayetteville City Council will be held on January 3, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Election of Vice Mayor**

2. **Report on the Condition of the Pension Funds**

Agenda Additions:

A. Consent:

1. Approval of the December 6, 2011 and the December 20, 2011 City Council meeting minutes.

2. **Police Department Policy:** A resolution to approve Police Department Policy 33.1.1 Physical Fitness and 53.1 Inspections.

3. **Trail Naming:** A resolution naming Oak Ridge Trail and Meadow Valley Trail.

4. **Bid #11-71 Keeling Company:** A resolution awarding Bid #11-71 and approving a contract with Keeling Company in the amount of $77,333.34 for the purchase of two (2) irrigation wheels for effluent irrigation to hay fields.

5. **Community Services Division Budget Adjustment:** A resolution to approve a budget adjustment to recognize $1,929.00 in donation revenue for the Ranger's Pet Food Bank and $568.00 in donation revenue from the Fayetteville Fraternal Order of Police and citizens for the Senior Giving Tree.

6. **2012 Community Development Block Grant (CDBG):** A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2012 when received in the estimated amount of $589,066.00.

7. **2012 Washington County Inter-Local Agreement:** A resolution approving a month-to-month animal sheltering contract with Washington County, Arkansas beginning in 2012.

8. **Southwestern Electric Power Company (SWEPCO):** A resolution approving an agreement with Southwestern Electric Power Company (SWEPCO) to participate in an energy efficiency rebate program in the amount of $13,569.32, and approving a budget adjustment.

B. Unfinished Business:

1. **Kum & Go Appeal:** Appeal of the Planning Commission's determination to limit access for a proposed Kum and Go Large Scale Development at Martin Luther King, Jr. Blvd and Hill Avenue. *This resolution was tabled at the December 20, 2011 City Council meeting to the January 3, 2012 City Council meeting.*

C. New Business:

1. **2012 Budget Reappropriation Request:** A resolution amending the 2012 city budget by reappropriating up to $57,649,568.00 in bonded or ongoing capital projects, outstanding obligations and grant-funded items previously appropriated in the 2011 city budget but not completed or delivered in 2011.

2. **VAC 11-3970 (862 & 846 Hoddle Place/Slavens):** An ordinance approving VAC 11-3970 submitted by Jorgensen & Associates for property located at 862 & 846 Hoddle Place in Addison Acres Subdivision to vacate a utility easement, a total of 0.57 acres.

3. **Freeze City Clerk Salary:** An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2012.

D. City Council Agenda Session Presentations:

City Council Tour:

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the **Rules of Order and Procedure of the Fayetteville City Council** pertaining to City Council meetings:

(a) Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

(b) Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

(c) Old business and new business.

(i) Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

(ii) Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

(d) Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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.

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/3/~~2013~~ 2012

City Council Meeting Date
Agenda Items Only

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

Action Required:

Staff seeks council approval of a resolution to adopt Fayetteville Police Department Policies: 33.1.1 Physical Fitness and 53.1 Inpsections

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

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Mike Reynolds — 12/12/2011
Department Director — Date

[signature] — 12/12/11
City Attorney — Date

Paul A. Becker — 12-14-2011
Finance and Internal Services Director — Date

Don Marr — 12-15-11
Chief of Staff — Date

Lioneld Jordan — 12/15/11
Mayor — Date

Previous Ordinance or Resolution # ______

Original Contract Date: ______

Original Contract Number: ______

Received in City Clerk's Office — 12-12-11 A11:37 RCVD — Kim G.

Received in Mayor's Office — ENTERED 12/13/11 PA

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

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

To: Mayor Lioneld Jordan and City Council

From: Mike Reynolds, Deputy Chief of Police

Date: Monday, December 12, 2011

Re: Police Department Policy and Procedures

Recommendation:
Council approves a resolution adopting Fayetteville Police Department Policies: 33.1.1, Physical Fitness and 53.1, Inspections.

Background and Discussion:
The current Fayetteville Police Department Policies were approved by council resolution #3-99 on January 5th, 1999. The department is currently in the process of reviewing all policies and updating as necessary to conform to current practices and to comply with accreditation standards.

Budget Impact:
None

RESOLUTION NO. _______

A RESOLUTION TO APPROVE POLICE DEPARTMENT POLICY 33.1.1 PHYSICAL FITNESS AND 53.1 INSPECTIONS

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 adopts Police Department Policy 33.1.1 Physical Fitness and 53.1 Inspections which are attached.

PASSED and **APPROVED** this 3rd day of January, 2012.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 33.1.1 Physical Fitness	**Effective Date:**
Reference:	Version: 1
CALEA: 22.3.2	No. Pages: 1

Comment: This is a drastic deviation from previous policy until a new study on fitness standards can be completed and placed into effect.

I. PURPOSE

To ensure that all sworn personnel are physically prepared to safely and satisfactorily perform the essential functions and meet at least the minimum physical requirements normally associated with their law enforcement tasks.

II. POLICY

Inasmuch as police work is a physically demanding occupation, all employees of the Fayetteville Police Department are encouraged to keep physically fit and maintain a satisfactory level of general health in order to accomplish the tasks of the job.

The City of Fayetteville's health and benefits program provides a yearly wellness examination. Employees are encouraged to utilize this benefit to confirm their fitness for duty. If an employee's ability to perform their essential job functions, ability to meet the minimum requirements of their job, or ability to perform their job duties without posing a direct threat to the safety of themselves or others is in question, the Chief of Police may require confirmation from the employee's medical provider to determine the employee's fitness for duty in compliance with applicable Americans with Disabilities Act standards. Such a confirmation process shall be conducted jointly with Human Resources in order to ensure compliance with applicable employment laws.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 53 Inspections	**Effective Date:**
Reference:	Version: 1
CALEA: 53.1.1, 17.5.3	No. Pages: 2

I. Purpose

Comment: This is a new policy to meet CALEA standards. The department had been conducting many of these inspections but did so without a directive in effect.

The purpose of this policy is to establish procedures for departmental inspections.

II. Policy

It shall be the policy of the Fayetteville Police Department to conduct inspections to ensure that employees are acting in concert with department requirements in areas such as personal appearance, use and maintenance of equipment, and adherence to department policies and procedures. [CALEA 17.5.3]

III. Definition

Line Inspection: A line inspection is an inspection conducted by personnel in control of the persons, facilities, procedures, or other elements being inspected.

IV. Procedures

A. Line Inspections

1. Responsibilities [CALEA 53.1.1 c]
    a. Division Captains shall ensure line inspections are conducted in their respective divisions.
    b. Line supervisors are responsible for:
        1) Accomplishing the actual inspection and documentation.
        2) Identifying reasonable conditions and deadlines for correction of those items and behaviors that did not meet minimal departmental requirements. [53.1.1 e]
        3) Follow-up on items and behaviors specified and discussed with individual employees to ensure appropriate corrective action has been made. [CALEA 53.1.1 e]
        4) Documentation of more serious deficiencies identified through the inspection process or the failure of an employee to take corrective actions as instructed by a supervisor. [CALEA 53.1.1 d]

5) Written documentation of incidents, behaviors, policies, and procedures that should be brought to the attention of the division captain. [CALEA 53.1.1 d]

c. Individual employees who fail to take appropriate corrective action(s) to address deficiencies identified during the inspection process within the specified time frame are subject to departmental discipline.

2. On a daily basis, supervisors should visually inspect personnel for whom they are responsible to ensure operational readiness. [CALEA 53.1.1 b, 17.5.3]
3. Periodically, supervisors shall inspect equipment assigned to the area for which they are responsible. [CALEA 53.1.1 b, 17.5.3]
4. Supervisors shall conduct a formal inspection of personnel to review uniforms, equipment and service weapons. [CALEA 53.1.1 a, 17.5.3]
5. Supervisors will ensure noted deficiencies are promptly corrected. [CALEA 53.1.1 e]

B. Vehicle Inspection – Patrol vehicles shall be inspected on a daily basis by the officer assigned to the vehicle [CALEA 17.5.3].

1. Deficiencies shall be noted and brought to the attention of a supervisor to make a determination as to whether the vehicle should be removed from service until repaired. Repair requests will be completed on vehicle maintenance requests.
2. Equipment required for patrol vehicles will be replenished or repaired upon inspection or as needed.
3. The inspection will be documented on officers' daily activity reports.
4. Personnel assigned to unmarked vehicles shall keep them clean and in proper working condition. Maintenance for unmarked vehicles should be scheduled as needed.
5. Supervisors should periodically conduct inspections of vehicles to ensure protocol is being followed.

C. Facilities Inspection – To ensure the facility is clean, orderly and in good repair, employees should notify a supervisor if any deficiencies are noted during routine daily operations.

1. On a quarterly basis, the Administrative Captain will document an inspection of the facilities.
2. Deficiencies noted during an inspection of the facilities shall be forwarded to City of Fayetteville Building Maintenance Division.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

January 3rd 2012
City Council Meeting Date
Agenda Items Only

Matt Mihalevich	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

Staff requests a recommendation and approval from the City Council for official names for two City Trails.

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

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Signature	Date
Department Director	12-14-2011
City Attorney	12-14-11
Paul A. Becker Finance and Internal Services Director	12-14-2011
Chief of Staff	12-14-11
Lioneld Jordan Mayor	12/15/11

Previous Ordinance or Resolution # ____

Original Contract Date: ____

Original Contract Number: ____

Received in City Clerk's Office 12-14-11 A09:30 RCVD Kim S.

Received in Mayor's Office ENTERED 12/14/11

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

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

From: Matt Mihalevich, Trails Coordinator MM

Date: December 14, 2011

Subject: Trail Naming Recommendation

RECOMMENDATION:

Staff requests a recommendation and approval from the City Council for official names for two City trails.

PROPOSAL:

On October 12th, 2011 the Fayetteville Active Transportation Advisory Committee unanimously approved a motion to forward the trail names recommendations "***Oak Ridge Trail***" and "***Meadow Valley Trail***" to the Fayetteville Parks and Recreation Advisory Board for review and public comment according the park and trail facilities naming policy (attached). The Parks and Recreation Advisory Board heard the trail naming on November 7th, 2011 and tabled the item for 1 month to allow a public comment period. On December 5th, 2011 the Parks and Recreation Advisory Board voted unanimously to forward the trail name recommendations "***Oak Ridge Trail***" and "***Meadow Valley Trail***" to the City Council.

BACKGROUND:

Oak Ridge Trail

This newly completed 0.5 mile long trail extends west from Frisco Trail into the campus of the University of Arkansas along the north side of Center Street. The University of Arkansas has named this trail Oak Ridge Trail on their master plan to signify the wooded hillside that the trail traverses.

Meadow Valley Trail

This 2.3 mile long trail will extend west from Scull Creek Trail across the University of Arkansas Agricultural Research Station and under I-540 to connect to the bike lanes on Mount Comfort Road. For construction purposes the trail has been called the U of A Farm Trail, however this name was intended to be temporary to be used during the planning and construction phase while an official name is chosen.

City staff contacted a local historian, Charlie Alison to determine the historical significance of the site where the trail will cross. See correspondence below:

> *"There are probably two names most associated with that area. Prior to purchase by the university, Agri Farm west of Garland was the Deane family farm, the name of which is still preserved in Deane Street and Deane Solomon Road.*
>
> *The other name is that of the Meadow Valley School, a one-room schoolhouse originally built near the intersection of Porter Road with Mount Comfort and Deane Solomon. It was later moved to what is now Agri Park on Garland, so it existed at two points along the route of the trail at various times. Technically, it was School District 98 at the time and sometimes referred to as Deane School.*
>
> *I'll have to double-check what families owned property east of Garland to see whether any names are worth adding for consideration. My recollection is that Noah Drake owned a large farm on the north end of town, but I think it was north of Drake Street."*
>
> *Charlie Alison*

In addition, Pete and Margo Heinzelmann contacted the City with the following recommendation:

> *"Margo and I run (jog and slog) at the U of A farm often in the early morning and we see the progress of the trail there. We are both from the Midwest (Iowa and Illinois) and what strikes us there in the morning is the birds -- Canadian geese, Green Herons, and Meadowlarks. Our favorite name for the trail would be "Meadowlark Trail", they love to hang out next to these beautiful fields.*
>
> *Pete and Margo*

The Active Transportation Advisory Committee was not supportive of a trail name that shares the same name as an existing street name because it could lead to confusion with emergency services. The committee found that Meadowlark, Deane and Drake are all current street names in Fayetteville. The committee recommended "*Meadow Valley Trail*" due to the distinctive name, historical significance of the one-room school house and geographic features of the meadows and valley. The Parks and Recreation Advisory Board agreed with the recommendations and voted unanimously to forward the trail names "***Oak Ridge Trail***" and "***Meadow Valley Trail***" to the City Council.

Throughout the each step of the process of meeting with the Active Transportation Advisory Committee and the Parks and Recreation Advisory Board, City staff kept in contact with representatives from the University of Arkansas Agricultural Research and Extension Center to request input on the trail name since a significant portion of the trail crosses through University property. On December 13, City staff was notified of their preference to name the trail "***Agricultural Research Trail***", see correspondence below.

> *"Thank you for the trail name update and keeping me updated on the status of the process. While the Meadow Valley Trail name is nice and has a historical base, we would like to suggest Agriculture Research Trail as name that would fit a past, since 1919, current and future use of a lot of area that the trail passes by and though."*
>
> *Thank you for the consideration.*
> *Vaughn Skinner, Resident Director AAREC*

Since the above response was not received until the 13th of December, the Active Transportation Advisory Committee and the Parks and Recreation Advisory Board did not consider the name "Agriculture Research Trail", and this name is not recommended by staff as a name to be considered. If the City Council would like to consider this name, staff recommends sending the name back through the Active Transportation Advisory Committee and the Parks and Recreation Advisory Board for their consideration.

BUDGET IMPACT: **None**

RESOLUTION NO. _______

A RESOLUTION NAMING OAK RIDGE TRAIL AND MEADOW VALLEY TRAIL

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 names Oak Ridge Trail, a newly completed 0.5 mile long trail extending west from Frisco Trail into the campus of the University of Arkansas along the north side of Center Street.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby names Meadow Valley Trail, a 2.3 mile long trail extending west from Scull Creek Trail, across the University of Arkansas Agricultural Research Station, under Interstate 540, and connecting to bike lanes on Mount Comfort Road.

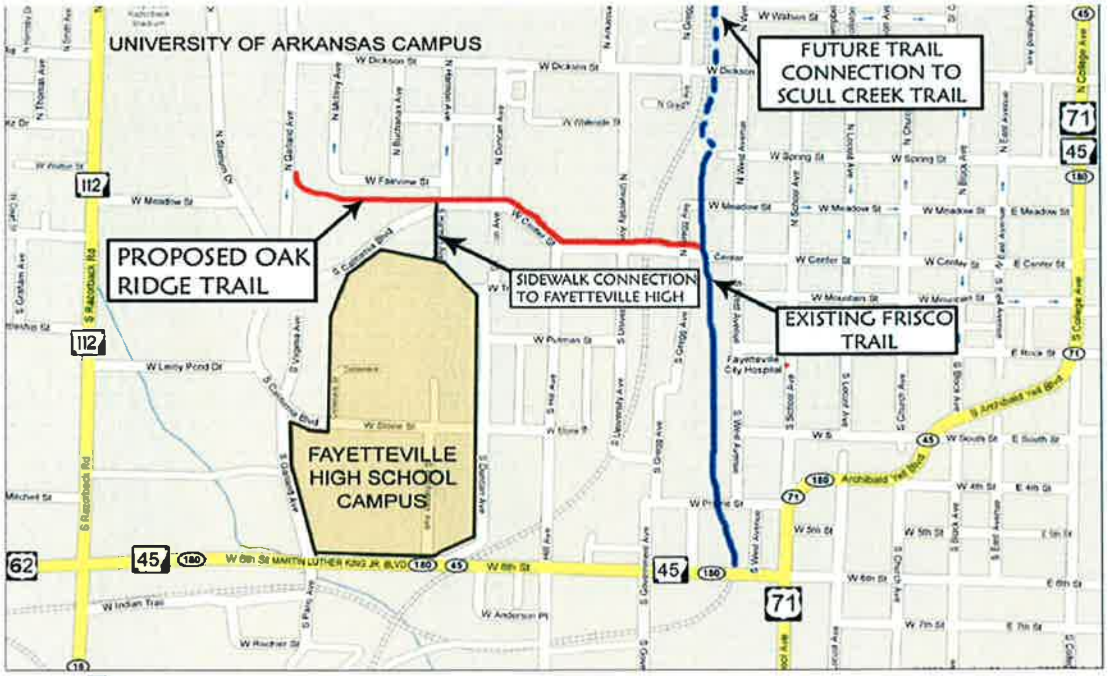
PASSED and APPROVED this 3rd day of January, 2012.

APPROVED:

By:_______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

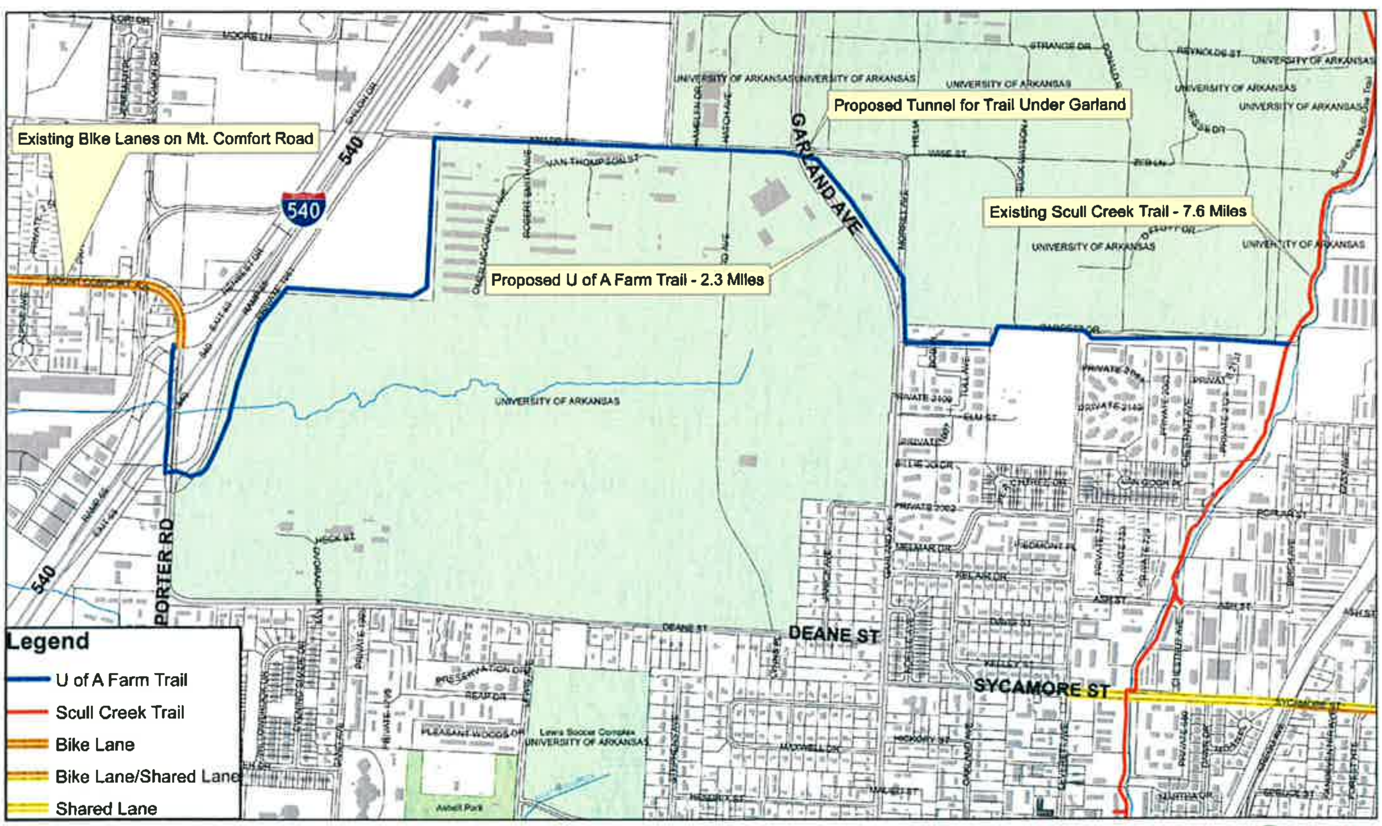


UNIVERSITY OF ARKANSAS

Oak Ridge Trail
VICINITY MAP
Recreational Trails Grant

Engineering Division
113 W. Mountain
Fayetteville, AR 72701
479-575-8206
May 2009

Fayetteville ARKANSAS



U of A Farm Trail
2.3 Miles

Fayetteville

Fayetteville
ARKANSAS

FAYETTEVILLE PARKS AND RECREATION ADVISORY BOARD

Minutes for December 5, 2011

Present:
Parks and Recreation Advisory Board members Bailey, Meldrum, Thompson, Meinecke, Waite, Hazelrigs and Watson were present. Lindsey and Mason were absent. Staff members Edmonston, Humphry, Jumper, Mihalevich, Jones, Gipson and Thomas were in attendance.

AGENDA:

4. **Trail Naming Proposal: Matt Mihalevich**
   This item was tabled at the November 7th meeting according to the Park Naming Policy to allow for public input.

Mihalevich said there are two trails to be officially named by the City Council. Matt Mihalevich presented names to the Active Transportation Advisory Committee on October 12th. The Committee unanimously approved to forward Oak Ridge Trail and Meadow Valley Trail names to the Parks and Recreation Advisory Board for their recommendation to City Council who will have the final decision on naming the trails. This item was tabled at the November 7th, 2011 Parks and Recreation Advisory Board according to the Park Naming Policy in order to allow for public input. There have been no comments or suggestions for the proposed trail names in the past month. Edmonston said that no names were submitted to Parks and Recreation office, either.

Meinecke asked what the name choices were for the trails.

Meldrum said the names were Oak Ridge Trail and Meadow Valley. Oak Ridge Trail goes from Frisco Trail west to the University along Center Street. The University of Arkansas has been referring to this trail as Oak Ridge Trail. Meadow Valley goes from Scull Creek Trail west to Interstate 540 at Porter Road through Agri Park.

PRAB Motion: Meldrum motioned to recommend the new trail names of Oak Ridge Trail and Meadow Valley Trail to City Council for final approval. Waite seconded it. Motion passed 7-0-0 by voice vote.

FAYETTEVILLE PARKS & RECREATION	Parks and Recreation Division Policies and Procedures Manual		SUBJECT: NAMING PARK FACILITIES	
	NUMBER: PRK-	REVISIONS:	EFFECTIVE DATE: 1-1-10	PAGE: 1 OF 1
	SUPERSEDES:	APPROVED BY:		

PURPOSE

The purpose of this directive is to provide policies which will govern the naming of park facilities currently owned or acquired by the City of Fayetteville. This policy statement takes precedence over any previous policies and guidelines which may have governed the naming of these facilities.

POLICY

Upon acquisition of a new park, the Director of Parks and Recreation will assign a nondescript temporary working name or subdivision name for the park facility to be used until park development begins.

Once park development begins, the Parks and Recreation Division will receive and forward park facility name suggestions to the Parks and Recreation Advisory Board for review. The Parks and Recreation Advisory Board will discuss the recommendations at their monthly meeting and will leave the issue on the table until the next scheduled meeting. This one month duration will allow time for any public comment on the proposed names.

The following items should be considered when proposing names for any park facilities:

- Geographic location of the facility
- Outstanding features of the facility
- Commonly recognized historical event, group, or individual
- Individual or group who contributed significantly to the acquisition or development of a facility
- Individual who provided an exceptional service in the interest of the park system

For an individual to be considered, the recommended name must be accompanied by a biographical sketch which provides evidence of historical significance or contributions to the Parks and Recreation Division or City of Fayetteville. Generally, the naming of park facilities in recognition of an individual will not be considered unless received posthumously.

The naming of plaques, markers, and memorials within park facilities must follow the policies as stated above.

Naming of Trail Facilities: A name recommendation from the Sidewalk & Trails Committee for trail facilities will be required prior to forwarding to the Parks and Recreation Advisory Board.

Names of Park Facilities recommended by the Parks and Recreation Advisory Board will be presented to City Council for final approval.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

3-Jan-12
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities Director	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of the purchase of two Irrigation Reels from Keeling Company to supply effluent irrigation to hay fields for $77,333.34 in accordance with Bid 11-71

$ 77,333	$ 135,000	WWTP Irrigation Reels
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5800.5801.00	$ -	Wastewater Treatment
Account Number	Funds Used to Date	Program / Project Category Name
11010.1	$ 135,000	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item X **Budget Adjustment Attached**

Department Director — Date: 19 Dec 11

City Attorney — Date: 12-19-11

Finance and Internal Services Director — Date: 12-19-2011

Chief of Staff — Date: 12-19-11

Mayor — Date: 12/19/11

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office ENTERED 12-19-11 Kim J.

Received in Mayor's Office ENTERED 12/16/11

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF JANUARY 3, 2012
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water/Sewer/Solid Waste Committee

Date: December 16, 2011

Subject: Approval of the purchase of two Irrigation Reels from Keeling Company to supply effluent irrigation to hay fields for $77,333.34 in accordance with Bid 11-71

RECOMMENDATION

Staff recommends approval of the purchase of two Irrigation Reels from Keeling Company to supply effluent irrigation to hay fields for $77,333.34 in accordance with Bid 11-71.

BACKGROUND

The Biosolids Management Site has twelve irrigation reels that were purchased between 1985 to1987. Repairs on these reels have become more extensive and costly, as the life expectancy of these reels is approximately 20 years. The irrigation reels are used to apply treated wastewater to the land application site, as described in the State approved Waste Management Plan and the State Land Application Permit. The effluent irrigation helps to minimize discharge to the White River during the summer months, therefore reducing the nutrient loadings of ammonia and phosphorus to the receiving stream. It also helps to stimulate growth of the bermuda grass, therefore enhancing phosphorus uptake from the soil.

These reels will be the first replacement of the twelve irrigation reels. The other reels will be replaced as budget allows.

DISCUSSION

The City received three bids on December 7, 2011. The lowest bid, submitted by Hoyt's Ag Parts & Supply, did not meet the minimum specification requirements for the following reasons: item j calls for a dual chain drum drive, not a single chain; item S calls for hose wrap ratio of 16 to 1, they have 9.5 wrap per layer; item T calls for 5" plumbing for less friction loss, they have 4" plumbing; and item W calls for supply hose storage reel on main frame, they have a rack, meaning the hose will have to be handled by hand. Therefore, the second lowest bid from Keeling Company should be considered.

Vendor	Quantity	Price Each	Total Bid Price
Amadas Industries	2	$41,961.70	$83,923.40
Keeling Company	2	$38,666.67	$77,333.34
Hoyt's Ag Parts & Supply LLC	2	$37,419.80	$74,839.60

BUDGET IMPACT

Funds for the purchase of the Irrigation Reels are available in the Wastewater Treatment Plant Capital Improvement budget.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #11-71 AND APPROVING A CONTRACT WITH KEELING COMPANY IN THE AMOUNT OF $77,333.34 FOR THE PURCHASE OF TWO (2) IRRIGATION WHEELS FOR EFFLUENT IRRIGATION TO HAY FIELDS

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 #11-71 and approves a contract with Keeling Company in the amount of $77,333.34 for the purchase of two (2) irrigation wheels for effluent irrigation to hay fields.

PASSED and **APPROVED** this 3rd day of January, 2012.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:

Date: 12/14/2011

P.O Number:

Expected Delivery Date:

Vendor #: 35420

Vendor Name: Keeling Company

Mail Yes:____ No:____

Address: P.O. Box 15310

Fob Point:

Taxable Yes:____ No:____

Quotes Attached Yes:____ No:____

City: Little Rock

State: AR

Zip Code: 72231-5310

Ship to code:

Division Head Approval:

Requester: Allison Atha

Requester's Employee #: 2613

Extension: 670

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Irrigation reels to supply effluent irrigation to hay fields	2	EA	38,666.67	$77,333.34	5400.5800.5801.00	11010.1		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Per Bid 11-71. 3% fee if p-card is used.

Subtotal: $77,333.34

Tax: $7,153.33

Total: $84,486.67

Approvals:

Mayor: ____________

Department Director: ____________

Purchasing Manager: ____________

Finance & Internal Services Director: ____________

Budget Manager: ____________

IT Manager: ____________

Dispatch Manager: ____________

Utilities Manager: ____________

Other: ____________

Fayetteville
ARKANSAS

BID: 11-71
DATE: 11/07/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 11-71, Irrigation Reels

	BIDDER	Quantity		Price Each		TOTAL BID PRICE
1	Amadas Industries	2	$	41,961.70	$	83,923.40
2	Hoyt's Ag Parts & Supply LLC.	2	$	37,419.80	$	74,839.60
3	Keeling Company	2	$	38,666.667	$	77,333.33

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

CERTIFIED: A. Foren
A. FOREN, PURCH AGENT

Julie Paladino
WITNESS

12/07/2011
DATE

Fayetteville
ARKANSAS

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

INVITATION TO BID

INVITATION TO BID: BID 11-71, Irrigation Reels
DEADLINE: Wednesday, December 07, 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: Wednesday, November 23, 2011

INVITATION TO BID
Bid 11-71, Irrigation Reels

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 11-71, Irrigation Reels" 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: KEELING COMPANY

Contact Person: JOE E KEELING JR Title: PRESIDENT

E-Mail: jek@keelingcompany.com Phone: 501-945-4511

Business Address: PO BOX 15310

City: North Little Rock State: AR Zip: 72231-5310

Signature: Joe E Keeling Date: 12/01/11

City of Fayetteville
Bid 11-71, Irrigation Reels
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: 90 calendar days from Date of Order.

***GUARANTEED DELIVERY DATE:** March 1st 2012

F.O.B. City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	**TOTAL PRICE
1.	Hard Hose Traveler Axial Turbine Irrigation System, Gun and Gun Cart	2	$38666.667	$77,333.33

** Price bid 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.

Please Specify for Unit(s) Bid:

***MANUFACTURER:** OCMIS **MODEL:** VR5

TOTAL BID PRICE (Items 1 and 2): **$ 77,333.33

Bids must be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid.

THIS FORM CONTINUES ON THE NEXT PAGE. . .

EXECUTION OF BID -
Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. **He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.**
2. **Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.**
3. **The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.**
4. **The City of Fayetteville reserves the right to award the bid in its whole, by line item, or all rejection.**

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:** KEELING COMPANY
Purchase Order/Payments shall be issued to this name

***BUSINESS ADDRESS:** PO BOX 15310

***CITY:** North Little Rock ***STATE:** AR ***ZIP:** 72231-5310

***PHONE:** 501-945-4511 **FAX:** 501-945-5545

***E-MAIL:** jek@keelingcompany.com

***BY: (PRINTED NAME)** JOE E KEELING JR

***AUTHORIZED SIGNATURE:** Joe E Keeling

***TITLE:** PRESIDENT

Acknowledge Addendums:

Addendum No. _____ Dated: ____________ Acknowledged by: ________________

Addendum No. _____ Dated: ____________ Acknowledged by: ________________

Addendum No. _____ Dated: ____________ Acknowledged by: ________________

Addendum No. _____ Dated: ____________ Acknowledged by: ________________

City of Fayetteville
Bid 11-71, Irrigation Reels
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.

b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.

c. Bids 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.

d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

e. Bidders must have experience in providing products and/or services of the same or similar nature.

f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. 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.

g. Local time is 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.

h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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 bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. 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 bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

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.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID 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 select the bid that it believes will serve the best interest of the City.
b. The City of Fayetteville reserves the right to accept or reject any or all bids.
c. The City of Fayetteville reserves the right to cancel the entire bid.
d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

a. The bidder 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 "Authority of City Employee to Contract With The City" which states the following:

i. *An employee of the City shall be permitted to conduct business with the City, provided the contract or job is for services, is submitted as a competitive bid, is approved by the City Council following disclosure of the direct or indirect financial interest of the individual employee, and the total sum payable under the contract does NOT exceed $500.00.*

b. All bidders 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 bidder 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 bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid 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 verify receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders 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's 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's business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder 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.

11. **COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid 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."

12. **RIGHT TO AUDIT, FOIA, AND JURISDICTION:**

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 in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against any and 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.

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

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

15. **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.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders 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.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder 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 bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder'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 bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **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

19. **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 bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

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 bid, without exception shall constitute approval for purpose of this Agreement.

20. **NON-EXCLUSIVE CONTRACT:**

Award of this bid 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.

21. **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.

22. **ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. 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.

23. **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.

24. **INTEGRITY OF BID DOCUMENTS:**

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

25. **OTHER GENERAL CONDITIONS:**

a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

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 bidder 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) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e) The City reserves the right to request any additional information it deems necessary from any or all bidders 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 bidder'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) **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.**

i) 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.

j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid 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 bid's content or to exclude any relevant or essential data.

k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

k) The successful bidder 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 bidder 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 it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder 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.

l) The successful bidder'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 bidder 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 the 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.

26. **ATTACHMENTS TO BID DOCUMENTS:**

a. N/A

City of Fayetteville
Bid 11-71, Irrigation Reels
Specifications: Hard Hose Traveler Axial Turbine Irrigation System, Gun and Gun Cart

1. INTRODUCTION

a. This specification concerns two hard hose traveler axial turbine irrigation systems with guns and gun carts per the following specifications.

b. Bid prices shall exclude applicable taxes; however, sales tax must be charged on all invoices submitted for payment as applicable to local, state, and federal law.

c. All materials are FOB at the City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701.

d. The City of Fayetteville reserves the right to deviate from estimated purchase quantities.

e. Standing purchase orders will be issued and orders will be placed as needed by the using department. The City of Fayetteville offers an alternate payment method via a P-Card (Visa card). Payments received by this method are not required; however use of accepting payment via P-Card is encouraged as it allows payments to vendors within 24-48 hours as opposed to a net 30 day processing period.

2. DEFINITIONS

Wherever used in this specification, the following terms shall be understood to have the following definitions:

a. "Owner" shall mean the City of Fayetteville, Arkansas, or its authorized agent.

b. "Supplier" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the Owner. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder.

c. "Work" shall mean the furnishing of all necessary equipment, ancillary items, and services required herein.

3. OWNERSHIP AND DELIVERY

Equipment supplied under this specification shall remain the property of the Supplier until delivery to and accepted by the City of Fayetteville. Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 4:00 PM local time.

4. TERMS AND CONDITIONS

The City's standard Purchasing Terms and Conditions shall apply to the Work specified herein.

5. SCOPE OF WORK AND SERVICES

Furnish a total of two hard hose traveler axial turbine irrigation systems, guns and gun carts per the following specifications:

Hard Hose Traveler Axial Turbine Irrigation Systems:

a. Tandem Axles (11L x 15" 10 Ply Tires)
b. Heavy Duty Tubular Chassis Construction
c. Center Axel Design for water weight load and mobility
d. 270 Degree Turntable – special aircraft roller bearings
e. Two Stabilizers
f. Adjustable Tongue Hook – Up

g. Gun Cart Lift
h. Safety Shields and Guards (OSHA Standards)
i. Solid Wall Drum Construction
j. Dual Chain Drum Drive
k. P.T.O Auxiliary Drive with PTO Shaft
l. Continuous operating band break for blacklash prevention in operation and a two position disc brake for blacklash prevention in transport
m. Turbine Drive – variable speed, axial flow, low flow, designed impellers, minimum pressure loss with drain plug.
n. Pressure Gauges.
o. Hose 4.10" ID x 1250 ft. long, high density heavy duty polyethylene.
p. Mechanical Hose Guide – chain driven.
q. Automatic Hose Retrieve Stop.
r. Reel Speed Compensator for level application rates.
s. Hose wrap ratio 16 to 1.
t. 5" Plumbing for less friction loss
u. Quick Couple Hose Disconnect
v. Supply Hose Collapsible – 4.5" ID 30 ft. long with fittings both ends
w. Supply Hose Storage Reel on Main Frame
x. Paint and Primer high solid acrylic enamel
y. 4" ten position butterfly valve
z. 4" Ring Band Lock, Galvanized

Gun and Gun Cart:

a. Full or Part Circle, Slow Return Gun
b. Trajectory 24 Degree
c. Nozzle: Taper Bore
d. Galvanized square tubing frame
e. Wheels – Front adjustable for tracking, front 16.5 x 16.5 load rating B, rear adjustable in and out, rear 9.51" x 15" 6 ply
f. Drain Plug
g. Length: 95"
h. Width Adjustable: 74" to 86"
i. Height: 87"
j. Clearance: 42"

As manufactured by Amadas Industries C2400AT, axial turbine, gun and gun cart, or approved equal. Refer to item #3 under General Terms and Conditions listed on page 4.

6. WARRANTY:

Equipment shall include a one year manufactory's warranty including all parts used in the manufacturing of the irrigation system, gun and gun cart. Hard hoses shall carry a five year pro-rated warranty of 1st year – 100%, 2nd year – 80%, 3rd year – 60%, 4th year 40%, and 5th year – 20% minimum. Warranty date shall start upon the delivery by the manufacturer and completion of the manufactures representative inspection and acceptance of the equipment by the City of Fayetteville. Warranty shall include complete shipping charges paid by the bidder both ways for transport of repairs.

7. APPROVAL REQUIREMENTS:

Supplier will submit specifications to the City for their approval before order is placed for the equipment.

City of Fayetteville
Bid 11-71, Irrigation Reels
Debarment Certification Form – *THIS FORM SHALL BE SUBITTED 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: JOE E KEELING JR

COMPANY: KEELING COMPANY

PHYSICAL ADDRESS: 4227 E 43rd STREET NORTH LITTLE ROCK AR 72117

MAILING ADDRESS: P.O. BOX 15310 NORTH LITTLE ROCK AR 72231-5310

PHONE: 501-945-4511 FAX: 501-945-5545

EMAIL: jek@keelingcompany.com

SIGNATURE: Joe E Keeling

DATE: 12/01/11

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 11-71, Irrigation Reels
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:

✓ 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.

JOE E KEELING JR
Printed Name

Joe E Keeling
Signature

12/01/11
Date

City of Fayetteville
Bid 11-71, Irrigation Reels
Statement of No Bid – If Applicable

N/A

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 responses, improving our bid solicitation process, and maintaining 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.

Keeling company

4227 East 43rd Street
P.O. Box 15310
North Little Rock, AR 72115
PH. 501-945-4511, FAX 501-945-2766, Mobile 501-786-0962
Email: jeff@keelingcompany.com

I appreciate the opportunity to bid on the travelers you are looking to purchase and would like to highlight some of the features of the Ocmis brand reel we have on our bid. I think you will the features beneficial to help in your decision to accept the Ocmis reels as an equal to the Amadas brand you have specified.

-Galvanized chassis and gun cart
-The most efficient turbine on the market
-4-speed gearbox
-Ability to free debris from the turbine w/out having to disassemble turbine
-Double side water inlet
-Requires less pressure to operate compared to competition
-Parts distribution center located in Yukon, Oklahoma
(*see enclosed brochure for more information not listed)

Keeling Company is a family owned and operated business here in Arkansas with a branch office in Springdale and Bentonville. We have been selling Ocmis reels since 2002 and feel we have a very knowledgeable and customer oriented sales force to help with any questions you may have before, during and after the sale. Please feel free to give me a call or email if you should have any questions about the machines we have submitted on our bid.

Sincerely,

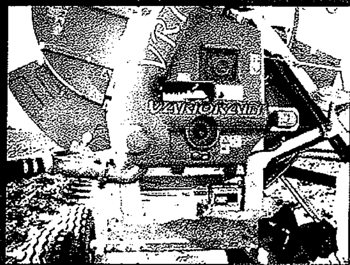
Jeff Keeling

Keeling company

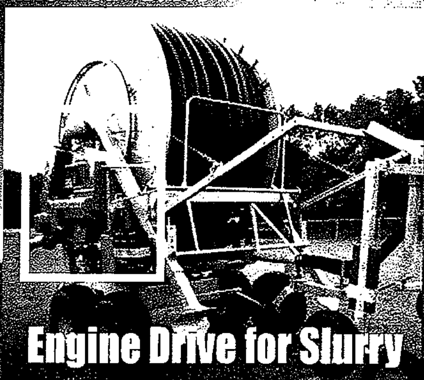
JEFF KEELING

4227 EAST 43rd ST. • P.O. BOX 15310 • NO. LITTLE ROCK, AR 72231
(501) 945-4511 • FAX: (501) 604-3552 • CELL: (501) 786-0962
EMAIL: jeff@keelingcompany.com • www.keelingcompany.com

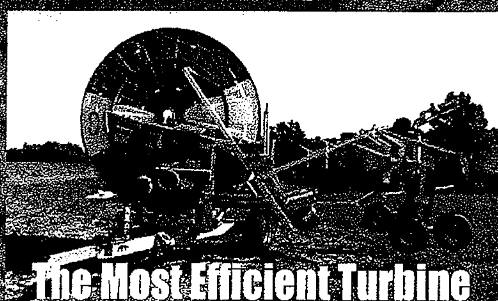
why OCMIS



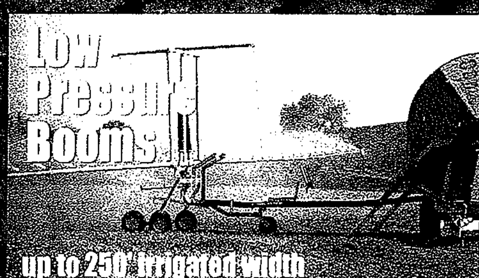
As an OCMIS dealer, we realize you have a choice when it comes to traveler manufacturers and which brand to buy. We have chosen to represent OCMIS for several reasons that we know are important to you:



- OCMIS has a large network of dealers who buy direct from the factory in Italy and therefore have a competitive pricing advantage.

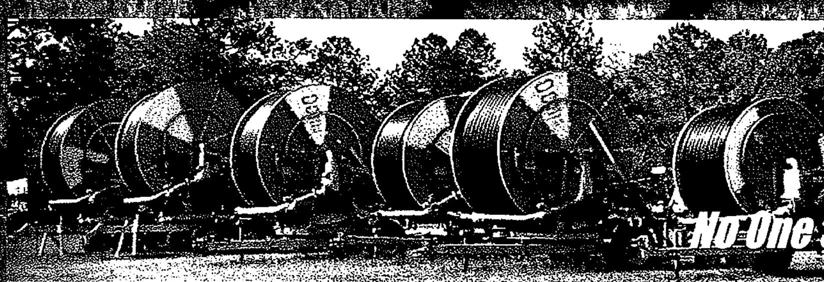


- OCMIS is ISO 9001 certified - an international standard for quality and productivity.
- OCMIS has a parts and technical service depot centrally located outside of Oklahoma City, OK (KID) which inventories parts to support your machines. We ship next day air to anywhere in the USA.



- OCMIS has over 35 years of proven experience in the industry, manufactures the complete machine, is financially sound and has been present in this market for over 13 years.

- OCMIS was the first to develop and patent the Vario Rain turbine/gearbox which is the most efficient turbine and gearbox on the market.
- OCMIS offers a galvanized chassis and gun cart as standard on their complete line of travelers. No one makes a broader range of sizes than OCMIS ranging from 1" to 5" i.d. and from 300' to 2500' in length.



No One Sells More Travelers

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/3/2012
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of Budget Adjustment recognizing donation revenue received from citizens for the Ranger's Pantry Pet Food Bank in the amount of $1929, and donation revenue from the Fraternal Order of Police and citizens for the Senior Giving Tree event in the amount of $568.

	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
2180.4945.5390.01	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Community Services
Project Number	Remaining Balance	Fund Name

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

Jerry C. Rose	12-08-2011	Previous Ordinance or Resolution #	
Department Director	Date		
[signature]	12-9-2011	Original Contract Date:	
City Attorney	Date	Original Contract Number:	
Paul A. Becker	12-12-2011		
Finance and Internal Services Director	Date		
Don Marr	12-12-11		
Chief of Staff	Date		
Lioneld Jordan	12/12/11		
Mayor	Date		

Received in City Clerk's Office 12-08-11 P04:51 RCVD Kim S.

Received in Mayor's Office ENT'D 12/9/11

Staff recommends approval of the Budget Adjustment.

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services

Date: December 7, 2011

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

PROPOSAL:

Community Services would like to recognize donation revenue that was received from citizens for the Ranger's Pantry Pet Food Bank and donation revenue from the Fraternal Order of Police and citizens for the Senior Giving Tree event.

RECOMMENDATION:

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

BUDGET IMPACT:

Increase the Community Outreach Projects account by $2497 for Ranger's Pantry Pet Food Bank and the Senior Giving Tree event.

RESOLUTION NO. ______

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO RECOGNIZE $1,929.00 IN DONATION REVENUE FOR THE RANGER'S PET FOOD BANK AND $568.00 IN DONATION REVENUE FROM THE FAYETTEVILLE FRATERNAL ORDER OF POLICE AND CITIZENS FOR THE SENIOR GIVING TREE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment to recognize $1,929.00 in donation revenue for the Ranger's Pet Food Bank and $568.00 in donation revenue from the Fayetteville Fraternal Order of Police and citizens for the Senior Giving Tree.

PASSED and **APPROVED** this 20th day of December, 2011.

APPROVED: ATTEST:

By: ______________________________ By: ______________________________

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

City of Fayetteville, Arkansas
Budget Adjustment Form

A. 5 V11.0425
Community Services Division
Budget Adjustment

Budget Year	Division: Community Services	Request Date	Adjustment Number
2011	Department: Development Services	12/7/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Community Outreach Projects account by $2497 to recognize donation revenue for Rangers Pantry and the Senior Giving Tree event.

Signature	Date
Division Head	12-7-11
Budget Director	12
Department Director	12-08-2011
Finance Director: Paul A. Beck	12-12-2011
Chief of Staff	12-12-11
Mayor	12/13/11

Prepared By: Rachel
rafields

Reference:

Budget & Research Use Only

Type: A B C D E P

General Ledger Date

Posted to General Ledger — Initial — Date

Checked / Verified — Initial — Date

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub Number
Community Outreach Projs	2180.4945.5390.01	2,497		.
Donations	2180.0918.4809.00	(2,497)		.
				.
				.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/3/2012
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of the 2012 Action Plan and the Mayor's authority to execute the 2012 Community Development Block Grant (CDBG) Agreement upon receipt.

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

Budgeted Item X **Budget Adjustment Attached** ☐

Jerry C. Rutz	12-16-2011	
Department Director	Date	Previous Ordinance or Resolution #
	12-16-11	
City Attorney	Date	Original Contract Date:
Paul A. Becker	12-16-2011	Original Contract Number:
Finance and Internal Services Director	Date	
	12-20-11	
Chief of Staff	Date	
	12/20/11	
Mayor	Date	

Received in City Clerk's Office 12-15-11 P02:08 RCVD

Received in Mayor's Office ENTERED 12/16/11

Staff recommends approval of the 2012 Action Plan and the Mayor's authority to execute the 2012 CDBG Agreement upon reciept.

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development JP

From: Yolanda Fields, Dir. Community Services YF

Date: December 7, 2011

Subject: 2012 Community Development Block Grant (CDBG)

PROPOSAL:

Fayetteville has been a Community Development Block Grant (CDBG) Entitlement City since 1975. Funding is based on a formula allocation that takes into account such factors as population, percent of low/moderate income persons and the number of housing units. This formula allocation process awards CDBG funding to the City of Fayetteville. Each year the Community Services Division submits a Consolidated Action Plan to the U.S. Department and Urban Development (HUD) outlining the proposed uses of CDBG funding. If HUD approves the Action Plan a CDBG Agreement for that year is received. This Agreement must be executed, returned to the HUD Field Office in Little Rock and then sent to HUD in Washington D.C. for the release of funds.

Grant amounts vary each year dependent upon the funding levels authorized by Congress through the annual federal budget process. The estimated award for 2012 is $589,066. The grant funding detail submitted to HUD in the 2012 Consolidated Action Plan is:

Administration	$109,757
Housing Rehabilitation	$320,101
Redevelopment	$ 43,208
CASA of NWA	$ 10,000
Community Clinic – St Francis	$ 10,000
LifeSource	$ 20,000
Wash. Reg. Med. Foundation	$ 5,000
Transportation	$ 26,000
Life Styles	$ 30,000
YRCC	$ 15,000
	$589,066

Approving the 2012 Action Plan and the Mayor's authority to execute the 2012 CDBG Agreement upon receipt will reduce the waiting time for HUD to release the funds. This will allow for quicker start up of both internal and external programs to assist low and moderate income residents in Fayetteville. Any change in the awarded funding amount will be presented to the Council.

RECOMMENDATION:

Staff recommends that the 2012 Action Plan be approved and that authority be given to the Mayor to execute the 2012 Community Development Block Grant (CDBG) Agreement upon receipt.

BUDGET IMPACT:

2012 estimated CDBG grant revenue - $589,066.

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR 2012 WHEN RECEIVED IN THE ESTIMATED AMOUNT OF $589,066.00.

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 authorizes the Mayor to execute the Community Development Block Grant (CDBG) Agreement in the estimated amount of $589,066.00 for 2012 when received, with allocation proposed as follows:

➢ Administration	$109,757
➢ Housing Rehabilitation	$320,101
➢ Redevelopment	$43,208
➢ CASA of NWA	$10,000
➢ Community Clinic-St. Francis	$10,000
➢ LifeSource	$20,000
➢ Washington Reg. Med. Foundation	$5,000
➢ Transportation	$26,000
➢ Life Styles	$30,000
➢ YRCC	$15,000

PASSED and **APPROVED** this 3rd day of January, 2012.

APPROVED: ATTEST:

By: ____________________________
LIONELD JORDAN, Mayor

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

Fayetteville
ARKANSAS

Community Development Block Grant
2012 Action Plan

Community Services Division
Helping to Build a Better Community

Community Services Division

Yolanda Fields, CGFM
Community Services Director
125 W Mountain Street
Fayetteville Arkansas 72701

Phone 479 575 8260
Fax 479 444 3445
community_resources@ci.fayetteville.ar.us

Table of Contents

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:
4. Applicant Identifier: B-12-MC-0001

5a. Federal Entity Identifier:
* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:
7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Fayetteville

* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6018462
* c. Organizational DUNS: 141-310578

d. Address:

* Street1:	113 W Mountain
Street2:	
* City:	Fayetteville
County:	Washington
* State:	AR
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	72701

e. Organizational Unit:

Department Name: Development Services Department
Division Name: Community Services Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.
* First Name:	Yolanda
Middle Name:	
* Last Name:	Fields
Suffix:	

Title: Community Services Director

Organizational Affiliation:

* Telephone Number: 479-575-8290
Fax Number: 479-444-3445

* Email: yfields@ci.fayetteville.ar.us

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant/Entitlement Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Fayetteville AR

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant/Entitlement City

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant AR-003 * b. Program/Project AR-003

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 01/01/2012 * b. End Date: 12/31/2012

18. Estimated Funding ($):

* a. Federal	$ 589,066.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	$ 589,066.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☑ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.) Applicant Federal Debt Delinquency Explanation**

☐ Yes ☑ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr * First Name: Lioneld

Middle Name:

* Last Name: Jordan

Suffix:

* Title: Mayor

* Telephone Number: 479-575-8331 Fax Number: 479-444-3445

* Email: ljordan@ci.fayetteville.ar.us

* Signature of Authorized Representative: Lioneld Jordan * Date Signed: 10/26/11

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

2012 Action Plan | Introduction

This document serves as the City of Fayetteville's One-Year Consolidated Action Plan Submission for the use of 2012 Community Development Block Grant (CDBG) Program funds. The Action Plan describes how the City will address the priority needs and specific objectives identified in the five-year strategy outlined in the City of Fayetteville's 2011-2015 Five-Year Consolidated Plan. The One-Year Action Plan is a component of the Five-Year Consolidated Plan that is updated annually to reflect resource allocation changes.

The planning process for the development of this One-Year Action Plan began on July 27th and 31st 2011 with published notices that the City was holding a mandatory subrecipient grant application workshop and accepting applications for GY2012 CDBG program funding. This notice of funding, in combination with the public hearing held on October 6, 2011, allowed agencies and interested citizens the opportunity to express concerns and share community needs. The public hearing announcement is included in Appendix B of this document.

Following the application submission period, 19 funding requests were received and reviewed by staff and the members of the grant prioritization committee. Applications were reviewed for compliance with application requirements. Proposed projects were also evaluated for fit with City Council adopted local community development objectives and consistency with the priorities and objectives contained in the 2011-2015 Consolidated Plan. CDBG funded activities must qualify by meeting at least one of the three national objectives: benefit low- and moderate-income individuals, prevent or eliminate blight and slums or meet urgent community development needs that pose a serious and immediate threat to the health or welfare of the community. In addition, each application was assessed for project readiness, financial leverage and other relevant concerns.

A summary of the proposed uses of CDBG funds recommended by staff was published in The Northwest Arkansas Times on September 21 and 25, 2011. It was also published in the weekly papers The Fayetteville Free Weekly and La Prensa Libre (in Spanish) for the week of September 26, 2011. These public notices provided the start and end dates of the 30-day public comment period; as well as the date, time and location for the public hearing. In addition, the public notices advised the general public of two locations that the proposed 2012 One-Year Action Plan was available for their review and comments. In addition to the public notices, Community Services issued a press release and published an announcement on City's website (www.accessfayetteville.org) newsfeed including a link to the Action Plan draft. The draft One-Year Action Plan was then discussed at a public hearing held on October 6, 2011.

2012 Action Plan

In order to receive its annual CDBG funding, the City of Fayetteville must develop and submit to the Department of Housing and Urban Development (HUD) its Consolidated Action Plan. This plan is the City's comprehensive planning document and application.

In the Consolidated Action Plan, the City identifies its goals for CDBG programs, which also serve as the criteria against which HUD will evaluate the City's performance in carrying out its goals. The Consolidated Plan promotes a comprehensive approach to local decisions by requiring cities to include all local residents interested in community development to help identify the needs of the community and formulate strategies for addressing those needs.

The concept behind the Consolidated Action Plan is to:

- Enable a community to view HUD programs not as isolated tools to solve narrow functional problems, but rather as an invitation to embrace a comprehensive vision of housing and community development;
- Create a comprehensive vision which includes affordable housing, fair housing, transportation, economic development and community rehabilitation;
- Enable communities to apply this comprehensive approach in helping the homeless in a continuum of care, a comprehensive system for moving individuals and families from homelessness to permanent housing;
- Improve program accountability and support results oriented management by establishing clear priority needs and goals; providing more timely and readable information on needs, goals and proposed projects to citizens; providing measurable indicators of progress; and reporting on progress against these measures;
- Facilitate citizen involvement and commitment in the planning process by increased community outreach;
- Partner with the local Public Housing Authority in comprehensive planning efforts to revitalize distressed neighborhoods and help low-income residents;
- Integrate efforts to identify and take measures to overcome impediments to fair housing, which is an integral part of comprehensive planning efforts. The programs covered by the Consolidated Plan all have in common the characteristic that expenditures must primarily benefit extremely low (0 to 30 percent of median income), very low (31 percent to 50 percent of median income), and low (51 percent to 80 percent of median income) income persons and households.

In addition, the goals are intended to meet the following three federal statutory objectives:

PROVIDE DECENT HOUSING | which includes:
assisting homeless persons obtain affordable housing; assisting persons at risk of becoming homeless; retention of affordable housing stock; increase the availability of affordable permanent housing in standard condition to low income and moderate income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability; increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence; and providing affordable housing that is accessible to job opportunities.

PROVIDE A SUITABLE LIVING ENVIRONMENT | which includes:
improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within areas through spatial de-concentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods; restoring and preserving properties of special historic, architectural or aesthetic value; and conservation of energy resources.

EXPAND ECONOMIC OPPORTUNITIES | which includes:
job creation and retention; establishment, stabilization and expansion of small businesses (including micro businesses); the provision of public services concerned with employment; the provision of jobs to low-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan; availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices; access to capital and credit for development activities that promote the long term economic and social viability of the community; and empowerment and self sufficiency for low income persons to reduce generational poverty in federally assisted housing and public housing.

INSTITUTIONAL STRUCTURE and COORDINATION

Federal regulations require CDBG recipients to establish a common program year and identify a single lead agency to prepare and submit the Consolidated Action Plan. The task of preparing this Plan is assigned to the City of Fayetteville's Community Services Division. Annually, Community Services prepares the One-Year Action Plan as an update to the Five-Year Consolidated Plan. The Division addresses the various housing needs and strategies of the City of Fayetteville and administers the City's CDBG Program. It also functions as a program and services delivery unit to help address the community's needs for decent housing, a suitable living environment, and sustained economic health.

The Community Services Division has been in contact with an extensive network of governmental and non-profit agencies in developing this plan. Notices of funding availability were published in the local newspaper.

The delivery and financing of affordable/attainable housing involves organizations and participants from public agencies, businesses and private institutions, non-profits and community based organizations. The roles and responsibilities of the participants will vary depending on the project, required resources, leadership, levels of commitment, capacity, productivity and understanding of the issue. The Community Services Division will continue working with the various organizations as it implements the provisions of the 2012 One-Year Action Plan.

Staff also maintains relationships with state and federal partners and agencies to better link services to our targeted population. Community Services staff has assumed leadership and support roles with the Northwest Arkansas Housing Coalition, League of United Latin American Citizens and the Hispanic Women's Organization. Community Services has also developed strong ties with the University of Arkansas including the following departments: Off Campus Connections, the Multicultural Center and the office of International Students and Scholars.

COMMUNITY PROFILE

The City of Fayetteville is the county seat of Washington County and is located in the northwestern part of Arkansas. Washington County is the third most populous county in Arkansas and one of the fastest growing. Fayetteville is situated at the foothills of the Ozark Mountains. Fayetteville is the southernmost city in metropolitan Northwest Arkansas and is located approximately 185 miles northwest of Little Rock, Arkansas, 125 miles east of Tulsa, Oklahoma; 350 miles northeast of Dallas, Texas and 210 miles south of Kansas City, Missouri. Fayetteville and the Northwest Arkansas region have gained a national reputation as one of the best places in the country to live and raise a family. The City and the region are experiencing rapid population growth and an increasing number of visitors. Fayetteville's population has increased from approximately 20,000 in 1960 to 73,580 according to the 2010 census. The city is the third most populous in Arkansas and currently encompasses 35,454 acres (55.39 square miles).

The 2010 census found that there were 73,580 people, 30,726 households and 7,076 families with children residing within the city. The 2010 census numbers reflect increases from the 2000 census. They show a 21% increase in the number of people, 23% increase in households and a 8% increase in the number of families with children. There are 36,188 housing units; this is an increase in housing units of 30% between the 2000 census and the 2010 census. The racial makeup of the city is 83.8% White, 6% African American, 1.1% American Indian/Alaska Native, 3.1% Asian, 0.2% Native Hawaiian/Pacific Islander, 2.8% Other, 3% Identified by two or more races. The 2010 census showed that 6.4% of the community was Hispanic or Latino.

The age distribution in the City was 18.5% under the age of 18, 26.1% from 18 to 24, 34.6% from 25 to 49, 12.8% from 50 to 64, and 8% were 65 years of age or older. The 2010 census did not update the median income information therefore the following is utilizing information from the 2010 American Community Survey 1-Year Estimates. The median income for a household in the city is $32,908, and the median income for a family was $52,158. The per capita income for the city was $22,501. 28.6% of the population and 14.4% of families were below the poverty line.

HOUSING & COMMUNITY DEVELOPMENT NEEDS

HOUSING

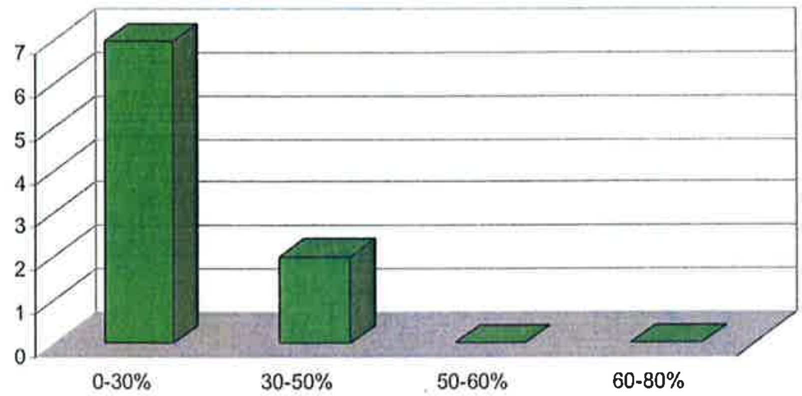
The City of Fayetteville is committed to the development of programs which address the need for housing for Low and Moderate Income (LMI) persons and families. In response to priority needs revealed during the development of the City's five year Consolidated Plan in 2005, the City has focused on developing community partnerships with local entities with expertise in specialized housing activities. This cooperation will further the attainable housing effort in the City of Fayetteville. Attainable housing continues to be a topic of great concern for this division. Housing costs in Northwest Arkansas have increased at a considerable rate throughout the past 10 years according to the latest information from the 2000 Census. The cost of the median mortgage payment in the City of Fayetteville remains the highest in Northwest Arkansas at $916, an increase of 45 percent. It is the highest median mortgage payment of any city in Northwest Arkansas and 24 percent higher than the state median of $737.


This home received housing rehabilitation with Community Development Block Grant funds. The moderate rehabilitation consisted of installing a wheelchair ramp with concrete landing, new siding, replacing flood damaged drywall in the utility room, replace damaged water spigot and repair of a leaking HVAC unit.

REHABILITATION

The City of Fayetteville has been helping homeowners with rehabilitation of their homes for approximately 32 years. The funding has allowed homeowners to stay in their homes and the improvements to their homes have acted as a catalyst for other, high quality renovations and new construction of housing in the project area. The majority of recipients have been very low income and/or elderly households. These owners have little or no funds available to repay a loan and typically have the greatest amount of deferred maintenance. The chart on the following page reflects the income levels of program participants from January 2011 - September 2011.

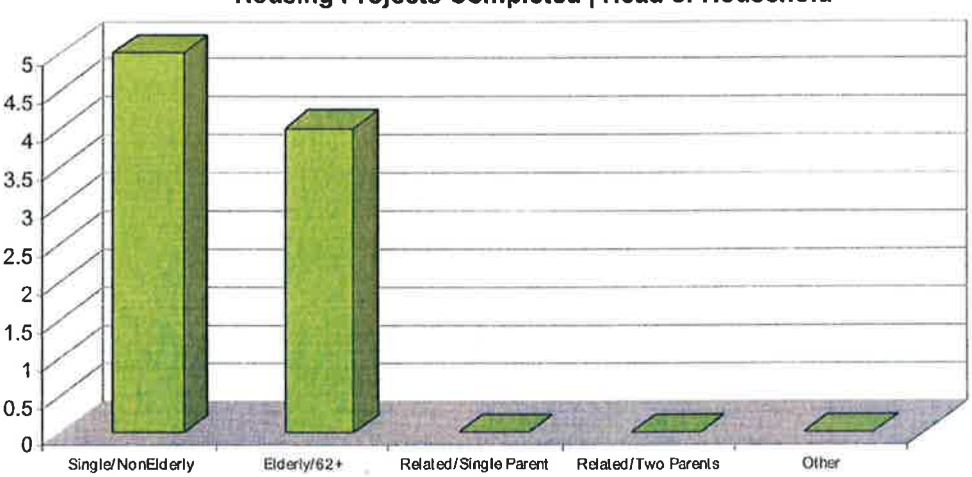
Housing Projects Completed | Income Limits



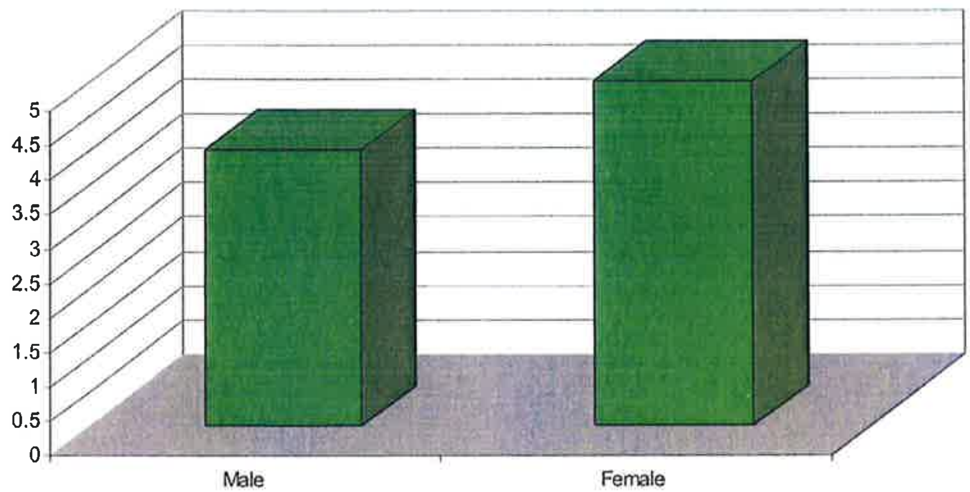
According to the U.S. Census Bureau approximately 7,722 homes were built prior to 1978 in the City of Fayetteville. Any rehabilitation activities of more than $5,000 on homes constructed prior to 1978 will have Lead-Based Paint (LBP) testing done and actions taken to remove any identified hazards. Lead-based paint hazards consist of any condition that causes exposure to lead. To date in 2011, the program identified no homes in the housing rehabilitation program with LBP concerns. Anytime that homes are identified as having LBP issues those hazards are corrected.

The 2010 Census reported 5,752 residents over the age of 65 in the City of Fayetteville. Homeowners in this age group are generally on a fixed income and often cannot afford to make any repairs on their homes or address making their homes energy efficient. The housing rehab program addresses both Lead-Based Paint issues and making the home energy efficient which can allow the homeowners to remain in the home longer than expected. The races of the households are 7 (78%) White, 1 (11%) African American and 1 (11%) American Indian. The following charts reflect the statistics on the participants that have been assisted in the first nine months of 2011. We have provided rehabilitation to 9 homes from January - September 2011.

Housing Projects Completed | Head of Household



Housing Projects Completed | Sex of Household



PUBLIC SERVICES

Utilization of CDBG funds for the provision of public services, which serve LMI groups, has been and continues to be a focus of the Community Development Program. The Transportation Program has two components and provides assistance to LMI, disabled and/or elderly members of our community. The Transit Program provides qualifying LMI residents with bus passes through a partnership with Ozark Regional Transit to supplement their ability to get to appointments, jobs, etc. The Taxi Program provides supplemental transportation for elderly and/or disabled residents of Fayetteville in hopes of allowing them greater self-sufficiency. The Public Services component also includes the CDBG Subrecipient Grant Program which allows local nonprofits to apply for funding through a competitive grant application process.

PUBLIC FACILITIES

CDBG has historically supported Community Services Public Facilities projects in Fayetteville. CDBG dollars have assisted with construction, renovation and development of facilities for local non-profit organizations such as Fayetteville Public Library, Life Styles, LifeSource International and the Yvonne Richardson Community Center

REDEVELOPMENT

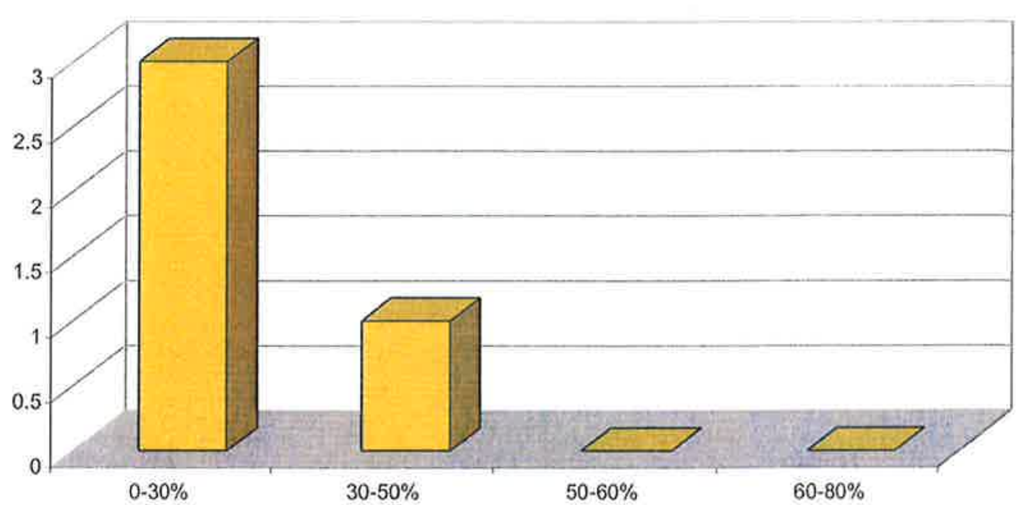
In 1992, a neighborhood within a low-to-moderate-income area of Fayetteville was designated as the Target Area. Prior to the creation of the program, Code Compliance efforts were placing an additional economic strain on the low- and moderate-income homeowners in the Target Area who are physically or financially unable to correct code violations. Thus, in 2004, the Redevelopment Program was established for the Target Area to assist in cleaning and revitalizing the deteriorating neighborhood.

According to the 2010 American Community Survey 1-Year Estimates, 15.4% of the population makes less than $10,000; 9.1% make $10,000 to $14,999; 17.4% make $15,000 to $24,999; 11.2% make $25,000 to $34,999; 11% make $35,000 to $49,999; 13.4% make $50,000 to $74,999; 8% make $75,000 to $99,999; 8.6% make $100,000 to $149,999; 3.4% make $150,000 to $199,999 and 2.4% make $200,000 or more. The Target Area is located in southeast Fayetteville which continues to be comprised of mainly low- and moderate-income residents.

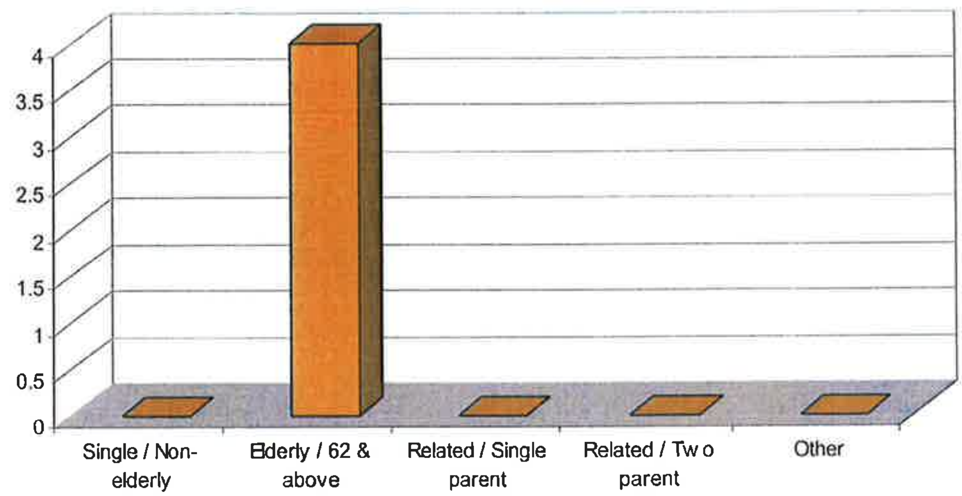
With a high percentage making less than $25,000 a year, it is evident that residents will often not have the resources to correct code violations on their property. Currently there are 23 active cases in the Target Area. The Redevelopment Program assists residents with correcting code violations without creating additional economic strain.

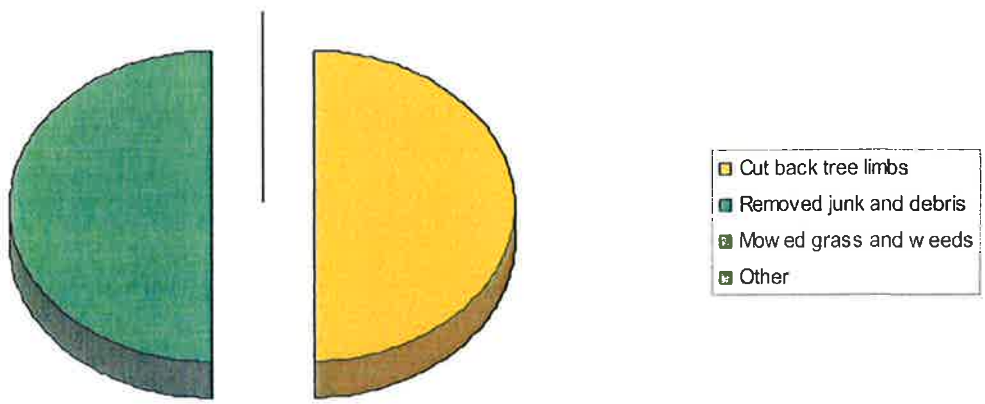
From January 2011 - September 2011, we have successfully assisted 4 households. The following charts provide statistics on the participants that were assisted.

Redevelopment Projects Completed | Income Limits



Redevelopment Projects Completed | Head of Household





Redevelopment Projects Completed | Work Performed

In addition to identifying code violations in the Target Area, the Redevelopment Officer seeks opportunities to educate residents and local organizations in the Target Area on city ordinances and the Redevelopment Program. The goal of education is not just to educate the public but also to develop and maintain relationships.

AVAILABLE RESOURCES

FEDERAL | STATE The City of Fayetteville is an entitlement community and therefore receives a formula grant through the Department of Housing and Urban Development Community Development Block Grant Program. Private non-profit organizations in Fayetteville are funded through competitive state and federal allocations, the local United Way campaign, private foundation grants, other special competitive grants and private donations including fund-raising activities. The City anticipates the CDBG formula allocation in 2012 will be approximately $589,066.

MUNICIPAL GOVERNMENT The City's Street Division has estimated $261,513 for street overlay and repair of streets located in the designated Community Development Target Area.

PUBLIC ACCESS & PARTICIPATION

CDBG Activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, studies, city staff and special purpose committees; input from community stakeholders and resource holders is sought and integrated into designating action priorities.

One formal public hearing was held to present and discuss proposed CDBG activities for fiscal year 2012. Community Development staff were active in the presentation of program information.

In addition, a quarterly Community Services outreach publication serves to inform the community of current and future program projects and activities. Program literature in Spanish is also available in the office and at locations in the community. Staff continues to be active in the Northwest Arkansas Housing Coalition.

In accordance with Fayetteville's Citizen Participation Plan, the 2012 Consolidated Action Plan was made available for a 30 day citizen review period.

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

The *Analysis of Impediments to Fair Housing* (AI) was completed in November 2010. CDBG Program regulations require recipient jurisdictions to "affirmatively further fair housing" as required by Section 808 of the Fair Housing Act.

The AI is part of the Community Services effort to affirmatively further fair housing choice by identifying impediments to fair housing which presently exist in the community, and to develop strategies and actions designed to reduce or eliminate the identified impediments. Further, the AI will foster the collaboration of stakeholders and resource providers in the public, non-profit and private sectors; thereby promoting relationship-building and consensus on fair housing issues. The AI process helps describe a clearer picture of housing conditions for LMI households in Fayetteville and aids in defining current and future housing directions.

The current AI identified four areas of action:

- Consider initiating a Fair Housing Committee within the Arkansas Community Development Association.
- Increase knowledge and understanding of fair housing and affirmatively furthering fair housing through utilization of education programs and materials provided by the Arkansas Fair Housing Commission (AFHC).
- Encourage AFHC to establish baseline and actual level and types of discrimination occurring in the community through audit testing activities.
- Continue to support and make referrals to local organizations that provide approved homebuyer education programs.

The Community Services CDBG administration program has responsibility for the efforts to affirmatively further fair housing. Community Services has established a Fair Housing Evaluation Committee that meets quarterly to monitor progress on fair housing goals.

SECTION 3

A condition of receiving HUD Community Planning and Development assistance is compliance with the requirements of Section 3. The Section 3 regulation is a directive for providing preference to low- and very low-income residents and businesses that substantially employ these persons for new employment, training and contracting opportunities resulting from HUD-funded projects that trigger Section 3.

The City of Fayetteville stays current on the Section 3 requirements and annually submits a Section 3 compliance report to HUD.

ONE-YEAR ACTION PLAN 2012

SUMMARY | USE OF FUNDS

The One-Year Action Plan for the 2012 program year illustrates the various programs, listings of projects and descriptions that will be implemented and funded under the CDBG federal program.

Comments regarding the 2012 Action Plan can be sent to:

City of Fayetteville
Attention: Yolanda Fields
Community Services Division
113 W Mountain Street
Fayetteville AR 72701

Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) created the CDBG Program. Re-authorized in 1990 as part of the Cranston-Gonzalez National Affordable Housing Act, local communities can use the resources of the CDBG Program to develop flexible, locally designed community development strategies to address the program's national objectives of:

1. Providing benefits to low and moderate income persons;
2. Eliminating slums and blight; and
3. Meeting an urgent community need.

Within the framework of these national objectives, the City of Fayetteville has also established the following local community development objectives:

1. Housing and neighborhood preservation;
2. Economic development through job enhancement;
3. Public facilities and improvements limited to the support of objectives 1 and 2;
4. Elimination of blight and blighting elements limited to the support of objectives 1 and 2; and
5. Special programs offering significant community benefit and in direct support of objectives 1 and 2.

ADMINISTRATION

Administration funds are used for the salary and benefits of the Community Services Director, administrative staff, office supplies, travel and training costs, some Fair Housing activities and other costs associated with administration of community development activities. CDBG funds allocated - $109,757. Location: Development Services Building, 125 West Mountain Street, Fayetteville, Arkansas 72701.

HOUSING SERVICES

This allocation provides forgivable loans to low and moderate income persons for rehabilitation of owner-occupied housing. The rehabilitation services are offered up to $25,000.

The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, alleviate deferred maintenance conditions, provide safety devices and/or replace principal fixtures and components. CDBG funds allocated - $320,101 which includes salary and program delivery costs for management and oversight of all housing programs. Twenty households to be served.

Location: Citywide, when there is a waiting list applicants are prioritized according to established criteria to give highest priority to those most in need of services. Priority criteria include: very low income, elderly, disabled, single-parent household, lead-based paint hazards in home and homes located in the Target Area.

REDEVELOPMENT PROGRAM

Program activities conducted in the Target Area include code compliance, clearance and demolition, and land acquisition for attainable housing. Ten households to be served. CDBG funds allocated - $43,208. Location: The identified Target Area in southeast Fayetteville.

SUBRECIPIENT GRANT PROGRAM - Public Services

CASA of Northwest Arkansas | $10,000

One Child, One Advocate A portion of the costs associated with the provision of court advocacy services to abused children. Advocacy includes home visits and ensuring that the child is safe and receiving the appropriate medical, psychological, educational and other services..

Community Clinic - Owl Creek School Based Health Center | $10,000

Public Services for Pediatrics - Owl Creek School Provision of consumable supplies necessary for medical and dental pediatric care to uninsured and low income children in Fayetteville through Owl Creek's School Based Health Center.

LifeSource International | $20,000

Kid's Life Summer Camp A portion of the costs associated with implementing the eight week day camp for at-risk youth. Emphasis is placed on education, health and nutrition and physical activity.

Washington Regional Medical Foundation | $5,000

Cancer Help Fund The project will provide the Washington Regional Cancer Support Home with a portion of the funds for the Cancer Help Fund. This program will provide assistance to Fayetteville cancer patients who are experiencing financial hardship.

Transportation Program | $26,000

Taxi Program Supplemental transportation for disabled and/or elderly residents to assist in creating greater self-sufficiency for program participants.
Transit Program Supplemental transportation assistance for qualifying low- and moderate-income residents.

SUBRECIPIENT GRANT PROGRAM - Public Facilities

Life Styles | $30,000

Wash, Dry and Room for More Life Styles provides transitional housing to individuals with intellectual or other developmental disabilities at their apartments on Sycamore. Life Styles has relocated their staff offices to the newly opened College for Living building. This funding will move the laundry room and renovate the area previously utilized for the laundry room, offices and a common area into a handicapped accessible two bedroom apartment.

Yvonne Richardson Community Center | $15,000

2012 Facilities Renovation The Yvonne Richardson Community Center bathrooms are 17 years old and inefficient. Funds will allow the bathrooms to be renovated and made more efficient.

MONITORING

COMMUNITY DEVELOPMENT PROGRAMS will be monitored by the Community Development Division, State HUD staff and external auditors to ensure long-term compliance with federal, state and local regulations and statutes. Goals and objectives outlined in the Consolidated Plan will be reviewed periodically by the Community Development staff to ensure compliance to the plan.

HOUSING PROGRAMS will be monitored by the CDBG Housing Program staff and State HUD staff. When needed the City of Fayetteville Building Safety Division will provide monitoring for compliance to building ordinances. All building ordinances must be met prior to final payment on all housing rehabilitation projects. Follow-up visits will be made to all housing rehabilitation project sites.

PUBLIC SERVICE ACTIVITIES will be monitored by Community Services staff. Subrecipient agreements will be required for all public service activities. Monitoring includes assessment of program performance, financial performance and regulatory compliance. Subrecipient agreements will require documentation of activities and results. The subrecipient agreement will outline procedures to be followed in case a non-compliance situation may occur.

REDEVELOPMENT PROGRAMS will be monitored by Community Services staff, State HUD staff and external auditors. Code compliance issues are administered according to city ordinances and policy/ procedures guidelines. Land acquired will be utilized for attainable housing in the Target Area. Program efforts will serve to advance the revitalization of the Target Area.

LEAD BASED PAINT hazard reduction will be monitored by CDBG Housing Program staff. Rehabilitation projects are evaluated and tested for lead-based paint hazards in accordance with the City of Fayetteville lead-based paint policy. The policy has been established based on current federal regulation for lead-based paint. This policy will be reviewed on an annual basis by CDBG staff.

GRANTEE MONITORING Division staff continue to take all necessary steps to ensure compliance with program requirements. All activities are looked at on an individual basis to determine what regulations are applicable and how they should be met. Division staff receive on-going training to develop the knowledge and skills to operate and comply with program requirements.

Community Development Block Grant

Fayetteville
ARKANSAS

Community Services Division

CDBG dollars...

community *investments*

Arts Live Theatre	29,603
Big Brothers Big Sisters of NWA	17,000
Credit Counseling of Arkansas	25,451
Economic Opportunity Agency	10,848
Elizabeth Richardson Center	10,041
Fayetteville Animal Services	7,650
Fayetteville Public Library	15,880
Habitat for Humanity	90,000
Housing Rehabilitation Program	1,642,435
Just Communities	8,683
Legal Aid of Arkansas	23,428
LifeSource International	70,752
Life Styles	106,173
NWAEDD	37,508
NWA Free Health Center	38,490
Ozark Guidance	10,000
Peace at Home	55,719
Redevelopment	210,566
Transportation (Taxi and Transit)	46,100
UAMS Area Health Education Center NW	6,511
Youth Bridge	67,651
You Can	50,034
Yvonne Richardson Center	72,081
1932 Garland	34,351

2007 - 2011

for the past 5 years *total* **CDBG** funding

$ 2,686,955.00

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/3/2012
City Council Meeting Date
Agenda Items Only

Justine Middleton	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of the 2012 Interlocal Sheltering Contract with Washington County on a month to month basis.

	$ -	
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** ☐

(OK per DON)

Department Director — Date: 12/16/2011

City Attorney — Date: 12-20-11

Finance and Internal Services Director — Date: 12-20-2011

Chief of Staff — Date: 12-20-11

Mayor — Date: 12/20/11

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 12-20-11A08:59 RCVD

Received in Mayor's Office ENTERED 12/20/11

Comments: Staff recommends approval.

Fayetteville ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

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

From: Justine Middleton, Animal Services Superintendent

Date: December 15, 2011

Subject: Approval of 2012 Interlocal Sheltering Agreement with Washington County

PROPOSAL:

The previous Interlocal Sheltering Agreement expired December 31, 2011. New contracts were sent out to be reviewed and signed. The Interlocal Agreement with the County is now on a month to month basis to allow for termination when the new Washington County Animal Shelter open for business.

RECOMMENDATION:

Staff recommends approval of the Interlocal Sheltering Agreement for 2012 on a month to month basis.

BUDGET IMPACT:

Revenue of $75 per animal brought in from the unincorporated areas of Washington County.

RESOLUTION NO. _____

A RESOLUTION APPROVING A MONTH-TO-MONTH ANIMAL SHELTERING CONTRACT WITH WASHINGTON COUNTY, ARKANSAS BEGINNING IN 2012

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 month-to-month animal sheltering contract with Washington County, Arkansas beginning in 2012. A copy of the contract is attached as Exhibit "A".

PASSED and **APPROVED** this 3rd day of January, 2012.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND WASHINGTON COUNTY, ARKANSAS

THIS AGREEMENT is entered into this _______ day of __________, 2011, by and between the **CITY OF FAYETTEVILLE,** and the **COUNTY OF WASHINGTON, ARKANSAS,** concerning the provision of animal sheltering services;

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and Washington County; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to Washington County.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

Article I

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by designated animal control officers of Washington County and any Washington County citizen that lives outside any incorporated city limits and who is not otherwise covered by a sheltering agreement. The term "sheltering services" shall include, but is not limited to, food, water, shelter, veterinarian care (basic care to be provided during normal working hours), euthanasia, impoundment, and quarantine (up to five days). This shall also include after hours access for the county animal control officers.

Article II

Washington County agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

Article III

Washington County shall pay the City of Fayetteville $75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice Washington County monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

Monthly Report for current year sheltering services activities will consist of a summary activity report and citizen intake forms. Monthly report packet will be mailed to the County Judge's Officer, Attention: Quorum Court Secretary. If an animal is impounded or quarantined the cost of such shall be born by the owner; however, if the owner fails or

EXHIBIT
tabbies
A

refuses to retrieve any such animal, than after five (5) days it shall be forfeited to the shelter.

Article IV

This agreement may be terminated upon thirty (30) days written notice.

Article V

The City of Fayetteville agrees to provide assistance to Washington County in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the City of Fayetteville and Washington County.

Article VI

The City of Fayetteville is not responsible for providing veterinarian care for emergency type situations. The City of Fayetteville does not possess the proper equipment to treat severe injuries; therefore any such cases must be taken to a private veterinarian.

Article VII

All Washington County Animal Control Officers are required to wash out their trucks with a disinfectant that is proven to kill parvovirus after every delivery of animals to the Fayetteville Animal Shelter. A hose and water will be provided, but Washington County must provide their own disinfectant product and nozzle.

Article VIII

Any Washington County citizen who owns an animal they wish to surrender to Washington County Animal Control must be made an appointment to surrender that animal with the Fayetteville Animal Shelter unless the Animal Control Officer(s) feels the animal is in danger of severe neglect. Appointments may be made by calling the Fayetteville Animal Shelter during normal business hours.

Article IX

Neither the City of Fayetteville nor Washington County may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

Article X

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

Article XI

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

Article XVI

Washington County shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or Washington County under the Constitution and Statutes of the State of Arkansas.

Article XVII

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

Article XVIII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties.

IN WITNESS WHEREOF, the City of Fayetteville and Washington County have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

SONDRA SMITH, City Clerk

WASHINGTON COUNTY, ARKANSAS

Marilyn Edwards

MARILYN EDWARDS, County Judge

ATTEST:

Karen Combs Pritchard

KAREN COMBS PRITCHARD, County Clerk

JM
12-14-1

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

~~n/a~~ 1-3-12
City Council Meeting Date
Agenda Items Only

John Coleman		Sustainability & Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

The City of Fayetteville qualifies for $13,569.32 in energy rebates from SWEPCO because of energy efficiency projects performed on City facilities. The attached contract is a requirement of SWEPCO before the City can receive the rebate check. The documentation required by the contract has already been performed by Engineering Elements, the engineering firm that was retained by the City to design and manage the energy efficiency projects.

$ 12,569.32	$ 460,713.00	Energy Block Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
2240.0924.4311.00	$ 435,797.00	Energy Block Grant
Account Number	Funds Used to Date	Program / Project Category Name
09011.0010	$ 24,916.00	Energy Block Grant
Project Number	Remaining Balance	Fund Name

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

Department Director	12/6/11	Previous Ordinance or Resolution #
City Attorney	12/6/11	Original Contract Date:
Paul A. Becker — Finance and Internal Services Director	12-8-2011	Original Contract Number:
Chief of Staff	12-8-11	
Mayor	12/9/11	

Received in City Clerk's Office: 12-06-11 A10:47 RCVD Kim S.

Received in Mayor's Office: ENTERED 12/6/11

Comments:
Budget adj. might req. council approval after $ received. I defer to Finance on that.
Budget Adj. Form removed for future CC item. Clerk

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

TO: Mayor Lioneld Jordan and City Council

THRU: Don Marr, Chief of Staff

JC

FROM: John Coleman, Sustainability & Strategic Planning Director

DATE: December 4, 2011

SUBJECT: SWEPCO Energy Efficiency Rebate Contract

Overview

Using Energy Efficiency and Conservation Block Grant (EECBG) funds the City of Fayetteville performed over $250,000 in energy retrofits on the Police Department, Water & Sewer Operations facility, and two fire stations. The City also invested $39,900 in a solar photovoltaic system for the District Court Building. These improvements assist the Southwestern Electric Power Company (SWEPCO) in meeting its energy efficiency goals mandated by the Public Service Commission of Arkansas, and help shave its peak power loads during the summer.

Because of these positive impacts, the City of Fayetteville qualifies for $13,569.32 in energy rebates from SWEPCO. The attached contract is a requirement of SWEPCO before the City can receive the rebate check. The documentation required by the contract has already been performed by Engineering Elements, the engineering firm that was retained by the City to design and manage the energy efficiency projects.

Since the requirements have already been met, signing the contract will not require additional funds to be spent or additional staff time allocated to the project.

The Department of Energy requires that any rebate funds received for work performed using EECBG funds also be reinvested in energy efficiency or renewable energy projects. With this in mind, I propose that the rebate funds from SWEPCO be allocated to LED lighting project on the sidewalks around the Fayetteville Public Library.

Budget Impact

Signing this contract will not have any impact on the budget or staff time.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SOUTHWESTERN ELECTRIC POWER COMPANY (SWEPCO) TO PARTICIPATE IN AN ENERGY EFFICIENCY REBATE PROGRAM IN THE AMOUNT OF $13,569.32, 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 an agreement with Southwestern Electric Power Company (SWEPCO) to participate in an energy efficiency rebate program in the amount of $13,569.32.

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 3rd day of January, 2012.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Strategic Planning & Internal Consulting Department: Chief of Staff	Request Date	Adjustment Number
2011		12/5/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This will recognize the revenue from the SWEPCO rebate of $13,569.32. The money will be used to purchase LED lights.

Division Head	Date
Budget Director	12-9-11 Date
Department Director	12/6/11 Date
Finance Director	12-8-2011 Date
Chief of Staff	12-8-11 Date
Mayor	12/9/11 Date

Prepared By: ______ kspringer

Reference: ______

Budget & Research Use Only

Type: A B C D E P

General Ledger Date ______

Posted to General Ledger ______ Initial ______ Date

Checked / Verified ______ Initial ______ Date

TOTAL BUDGET ADJUSTMENT 13,570 13,570

Account Name	Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub Number
ADDState Rebates	2240.~~9024~~ 0924.4311.00		13,570	09011 . 0010
Minor equipment	2240.9240.5210.00	13,570		09011 . 0030

EXHIBIT
A

J:\EXCEL\Energy Block Grant\Budget Adjustment\BA to recognize SWEPCO rebate 12052011.xls

COMMERCIAL AND INDUSTRIAL
STANDARD OFFER PROGRAM AGREEMENT

This Commercial Standard Offer Program Agreement (the Agreement) is made and entered into by and between **SOUTHWESTERN ELECTRIC POWER COMPANY**, a Delaware corporation (hereinafter SWEPCO), and City of Fayetteville (hereinafter Project Sponsor), (SWEPCO and Project Sponsor each hereinafter referred to as a Party and together as the Parties).

WHEREAS, SWEPCO has developed a Standard Offer Program (the SOP), for its commercial and industrial customer classes; and

WHEREAS, the SOP seeks to procure energy savings and peak demand savings through the installation and operation of energy efficiency measures at the facilities of such customers; and

WHEREAS, Project Sponsor has developed a plan for participation in the SOP through a set of proposed or installed energy efficiency measures and other improvements necessary to produce energy savings or peak demand savings, or both;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I - DEFINITIONS

Business Day shall mean normal working days (8:00am - 5:00pm), Monday through Friday, January 1 through December 31, excluding holidays.

1.1 Contract Documents shall mean (i) the Project Sponsor s approved Initial Application, attached hereto and incorporated herein as Exhibit A; (ii) the Project Sponsor s approved Final Application, attached hereto and incorporated herein as Exhibit B; (iii) the SOP Procedures Manual, attached hereto and incorporated herein as Exhibit C; and (iv) this Agreement together with any and all other exhibits, addenda, or amendments referenced herein or made a part hereof in accordance with this Agreement.

1.2 Customer shall mean a non-residential distribution system customer of SWEPCO that owns or leases facilities at a Project Site and that has entered into a Customer Agreement with the Project Sponsor for the installation of Measures as a part of the Project. For the purposes of this Agreement, a non-residential distribution system customer shall mean a non-residential retail customer with a demand that exceeds 50 kW or a group of non- residential retail customers under common ownership within a service territory in which the combined demand exceeds 250kW.

1.3 Customer Agreement shall mean the agreement between Customer and the Project Sponsor that specifies the rights and obligations of each Party with respect to the installation of the Measures at the Project Site(s) and other related and/or unrelated matters.

1.4 Deemed Energy Savings shall mean a pre-determined, validated estimate of Energy Savings attributable to a Measure in a particular type of application that SWEPCO may use instead of Measured Energy Savings.

1.5 Deemed Peak Demand Savings shall mean a pre-determined, validated estimate of Peak Demand Savings attributable to a Measure in a particular type of application that SWEPCO may use instead of Measured Peak Demand Savings.

1.6 Deemed Savings shall mean the sum of Deemed Energy Savings and Deemed Peak Demand Savings.

1.7 Demand Savings shall mean a quantifiable reduction in the rate at which energy is delivered to or by a system at a given instance, or average over a designated period, usually expressed in kilowatts (kW) or megawatts (MW). Demand Savings will be determined by comparing the efficiency of the installed qualifying energy efficiency equipment to that of new equipment that meets all applicable minimum efficiency standards¾not to that of the customer s existing equipment. In cases where no standard currently exists, existing equipment efficiencies will be used. Equipment standard efficiencies are ASHRAE 90.1-1989, ASHRAE 90.1M-1995, and the SWEPCO Standard Lighting Wattage Table.

1.8 Energy Savings shall mean a quantifiable reduction in the Customer's consumption of energy, or the amount by which the Customer s energy consumption is reduced, as a result of the installation of qualifying energy-efficient measures. Energy Savings will be determined by comparing the efficiency of the installed measures to that of new measures that meets all applicable minimum efficiency standards¾not to that of the customer s existing measures. In cases where no standard currently exists, existing measure efficiencies will be used. Measure standard efficiencies are ASHRAE 90.1-1989, ASHRAE 90.1M-1995, and the SWEPCO Standard Lighting Wattage Table.

1.9 Estimated Energy Savings shall mean the Energy Savings expected to be derived in a single Performance Period from Measures to be installed or actually installed at the Project Site.

1.10 Estimated Peak Demand Savings shall mean the Peak Demand Savings expected to be derived in a single Performance Period from Measures to be installed or actually installed at the Project Site.

1.11 Estimated Savings shall mean the sum of Estimated Energy Savings and Estimated Peak Demand Savings.

1.12 Measure shall mean new equipment, material, or systems that (i) when installed and used at a Project Site, result in a measurable and verifiable reduction in either purchased electric energy consumption, measured in kilowatt-hours (kWh), or peak demand measured in kilowatts (kW), or both; (ii) meet the requirements of the Contract Documents; and (iii) in the determination of SWEPCO, are not ineligible for incentive payments pursuant to P.U.C. SUBST. R. 25.181(i)(6). Measures may include equipment, material, or systems that are installed as part of new construction.

1.13 Measured Energy Savings shall mean the Energy Savings derived during the Performance Period from the Measures installed at the Project Site as determined in accordance with the Measurement and Verification Plan found in the Final Application, set forth in Exhibit B, and as documented in a Savings Report approved by SWEPCO.

1.14 Measured Peak Demand Savings shall mean the Peak Demand Savings derived during the Performance Period from the Measures installed at the Project Site as determined in accordance with the Measurement and Verification plan found in the Final Application, set forth in Exhibit B, and as documented in a Savings Report approved by SWEPCO.

1.15 Measured Savings shall mean the sum of Measured Energy Savings and Measured Peak Demand Savings.

1.16 APSC shall mean the Arkansas Public Services Commission.

1.17 Peak Demand shall mean electrical demand at the time of highest annual demand on the utility s system, measured in 15-minute intervals.

1.18 Peak Demand Savings shall mean Demand Savings calculated as the maximum, one-hour average demand reduction that occurs while the system undergoing retrofit is operating at full load conditions during the peak summer period, defined as weekdays, between the hours of 1 p.m. and 7 p.m. CDT from June 1 until September 30, excluding federal holidays.

1.19 Performance Period shall mean the one (1) year period following approval of the Installation Report during which measurement and verification activities take place.

1.20 Project shall mean the sum of all activities and Measures required to achieve the Estimated Energy Savings and the Estimated Peak Demand Savings necessary to meet the reserved incentive amount listed in the Project Sponsor s Final Application. New construction projects are eligible for this SOP.

1.21 Project Site shall mean the location of a Customer s facilities where approved Measures will be installed and from which Energy Savings or Peak Demand Savings, or both, will be obtained.

1.22 Project Sponsor shall mean any organization, group, or individual who contracts with SWEPCO to provide Energy Savings or Peak Demand Savings, or both, under the SOP.

1.23 Prudent Electrical Practices shall mean those practices, methods, standards and equipment commonly used in prudent electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code and any other applicable federal, state and local codes provided, however, that in the event of a conflict, the applicable federal, state or local code shall govern.

ARTICLE II - TERM AND TERMINATION

The term of this Agreement shall commence on the date of execution by SWEPCO (the Effective Date) and, unless otherwise terminated as set forth herein, shall continue in force and effect until payment by SWEPCO of the Performance Payment due pursuant to Article 7.4 herein, or until eighteen (18) months following the Effective Date, whichever occurs first.

ARTICLE III - COMPLIANCE WITH SOP PROCEDURES MANUAL

3.1 By executing this Agreement, Project Sponsor acknowledges that it received a copy of the SOP Procedures Manual (Exhibit C) prior to submission of its Initial or Final Application. Project Sponsor represents and affirms that its participation in the SOP has at all times been in compliance with the procedures and conditions set forth in the SOP Procedures Manual and that any failure to comply therewith may be treated as a breach of this Agreement notwithstanding the fact that such failure occurred prior to the execution of this Agreement. Project Sponsor also acknowledges that it meets or exceeds all of the qualifications required to participate in the SOP as described in the SOP Procedures Manual and that failure to meet the qualifications therein may be treated as a breach of this Agreement.

3.2 Procedures or conditions set forth in the SOP Procedures Manual may only be waived or modified by written agreement of both Parties. Any such agreement shall be attached hereto and incorporated herein for all purposes.

ARTICLE IV PROJECT SPONSOR AND CUSTOMER AGREEMENT AND CUSTOMER ACKNOWLEDGEMENT FORM

4.1 Project Sponsor will be solely responsible for entering into a Project Sponsor and Customer Agreement with the Customer as appropriate for implementation of the Project. A Customer acting as its own Project Sponsor will not be required to provide a Project Sponsor and Customer Agreement; however, such Customer will still be bound by the provisions in Section 4.2, below. The Project Sponsor and Customer Agreement must be executed by the Customer prior to Project Sponsor beginning installation of Measures at the Project Site. To the extent possible, Project Sponsor and Customer Agreements will be kept confidential.

4.2 Project Sponsor agrees to disclose to Customer any potential adverse environmental or health effects associated with the Measures to be installed at the Project Site. The Project Sponsor and Customer Agreement includes the following provisions:

(a) Customer agrees, upon five (5) business days' prior oral notice, to provide SWEPCO and the independent measurement and verification expert selected by the APSC with full and complete access to the Project Site for any purpose related to the SOP. The right of access will be subject to Customer's reasonable access requirements and, unless otherwise agreed, must occur within the Customer s normal business hours.

(b) Customer acknowledges that any review, inspection, or acceptance by SWEPCO of the Project Site or of the design, construction, installation, operation or maintenance of the Measures is solely for the information of SWEPCO and that, in performing any such inspection or review or in accepting the Measures, SWEPCO makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the Measures, their installation by Project Sponsor, or their compatibility with the Customer s facilities.

(c) Customer acknowledges that Project Sponsor is an independent contractor with respect to SWEPCO and the SOP and that Project Sponsor is not authorized to make representations or incur obligations on behalf of SWEPCO.

(d) Customer acknowledges that SWEPCO is not a party to the Customer Agreement and that Project Sponsor and Customer are solely responsible for performance thereunder.

(e) Customer acknowledges that SWEPCO makes no warranty or representation regarding the qualifications of Project Sponsor, and that the Customer is solely responsible for the selection of Project Sponsor.

(f) Customer acknowledges that the Customer may file a complaint with the APSC concerning Project Sponsor, but that SWEPCO will play no role in resolving any disputes that arise between the Customer and Project Sponsor.

(g) Customer agrees to provide SWEPCO with access to Customer s utility bills, project documentation, contractor invoices, and technical and cost information directly related to the Project.

(h) CUSTOMER AGREES TO RELEASE SWEPCO AND ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH SWEPCO AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS,PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS,SERVANTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND LEGAL LIABILITY INCLUDING, BUT NOT LIMITED TO 1) INJURY OR DEATH OF PERSONS, 2) DAMAGE TO NATURAL RESOURCES, 3)VIOLATION OF ANY LOCAL, STATE, OR FEDERAL LAW OR REGULATION INCLUDING, BUT NOT LIMITED TO,ENVIRONMENTAL AND HEALTH AND SAFETY LAWS OR REGULATIONS, 4) STRICT LIABILITY IMPOSED BY ANY LAW OR REGULATION, 5) EQUIPMENT MALFUNCTIONS, OR 6) ENERGY SAVINGS SHORTFALLS ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PROJECT. THIS PROVISION SHALL NOT APPLY TO CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND LEGAL LIABILITY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF SWEPCO IN THE CONDUCT OF SWEPCO S ON-SITE INSPECTION OF THE PROJECT SITE.

4.3 Project Sponsor must obtain a completed Customer Acknowledgement Form from each Customer indicating that the Measures contracted for were installed at the Project Site. The completed Customer Acknowledgement Form should be submitted to SWEPCO with the Installation Report described in Section 5.3 below. If a Customer refuses to sign the completed Customer Acknowledgement Form, Project Sponsor may request, at Project Sponsor's expense, that SWEPCO perform an inspection of the Project Site. Final payment of incentives will not be made unless and until a completed Customer Acknowledgement Form or inspection by SWEPCO has been completed in accordance with the terms of the Contract Documents.

ARTICLE V - PROJECT IMPLEMENTATION

5.1 Project Sponsor agrees on and after the Effective Date to use all reasonable efforts to implement the Project without undue delay and otherwise in accordance with the terms of the Contract Documents. To the extent of any conflict between this Agreement and other Contract Documents, the terms of this Agreement shall prevail.

5.2 Measures shall be designed, constructed and installed in a good and workmanlike manner only with materials and equipment of appropriate quality, and, in any event, in accordance with Prudent Electrical Practices. Installation of Measures at all Project Sites shall be completed and an Installation Report, as defined below, shall be submitted to SWEPCO within six (6) months of the Effective Date. Project Sponsor may apply, in writing, for an extension of this time period. The extension may be granted to Project Sponsor for this Project at SWEPCO s sole discretion. Any extension will be for a period of no more than three (3) months beyond the initial six (6) month period. If granted, the extension must be made in writing as an amendment to this Agreement. Such amendment will be attached hereto and become a part of the Contract Documents. Furthermore, if an extension is granted, the term of this Agreement will be extended by the length of the extension.

5.3 Within fifteen (15) business days of completing installation of Measures at a Project Site, Project Sponsor shall so notify SWEPCO by submitting a report for review and approval documenting the Measures actually installed (the Installation Report). The Installation Report shall be submitted to SWEPCO pursuant to the notice provisions of Section 15.1. Within thirty (30) business days of receipt of the Installation Report, SWEPCO may complete an inspection of all or some of the Measure installations at the Project Site. This inspection shall be used to determine whether the Measures were installed and are capable of performing their intended function of producing Energy Savings and Peak Demand Savings. Approval of the Installation Report shall be granted if SWEPCO reasonably determines that the Measures at the Project Site have been installed, tested and inspected to the extent required by SWEPCO and found to be capable of providing Energy Savings and Peak Demand Savings in material compliance with the Contract Documents. If Measures are rejected, SWEPCO will set forth the written reasons for such rejection and Project Sponsor may attempt to remedy the deficiencies and resubmit its Installation Report. If any Measure is rejected a second time, SWEPCO will consider it a material breach of this Agreement and will not pay any incentive for such Measure. The Estimated Savings attributable to the Measures documented in the approved Installation Report will be used for purposes of calculating the Installation Payment in Section 7.3.

5.4 Project Sponsor acknowledges that any review, inspection, or acceptance by SWEPCO of any Project Site or of the design, construction, installation, operation and maintenance of the Measures is solely for the information of SWEPCO. In performing any such inspection or review or in accepting the Measures, SWEPCO makes no representation or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the Measures, their installation by Project Sponsor or their compatibility with the Customer's facilities.

5.5 Within thirty (30) business days of the conclusion of the Performance Period, Project Sponsor shall submit a report to SWEPCO documenting the Measured Energy Savings and Measured Peak Demand Savings for the Performance Period (the Savings Report). If the Savings Report is deficient, SWEPCO will provide, in writing, notice of the deficiency, and Project Sponsor shall revise and resubmit the Savings Report until it is approved by SWEPCO. Any necessary revisions shall be performed in the time-period specified by SWEPCO in the notice of deficiency.

ARTICLE VI - MEASUREMENT AND VERIFICATION

Project Sponsor shall document the measurement and verification of the Energy Savings or Peak Demand Savings, or both, that result from the Measures installed as a part of the Project as set forth in the Measurement and Verification Plan found in the Final Application, which is attached hereto as Exhibit B. The measurement and verification activities shall be performed by Project Sponsor.

ARTICLE VII INCENTIVE PAYMENTS

7.1 SWEPCO agrees to make incentive payments to Project Sponsor based upon the sum of the documented Deemed Savings and Measured Savings derived from the Project. The total incentive payments due to Project Sponsor will be calculated by multiplying the Deemed Savings and Measured Savings by the applicable Incentive Rate specified in Section 7.2. The total incentive payment shall be payable as set forth herein. As set forth in Section I of the SOP Manual, a Load Factor cap governs the maximum payment allowed, based on the ratio between demand and energy savings from a Project. Regardless of the actual sum of Deemed Savings and Measured Savings for the Project, the total incentive payment for this Project shall not exceed $13,569.32 based upon a total Peak Demand Savings of 27.76 kW and Energy Savings of 134,033.54 kWh.

7.2 The Incentive Rate applicable to each type of measure is set forth in the following table:

Energy Incentive Rate ($/kWh)	Demand Incentive Rate ($/kW)
$0.065	$175.00

7.3 Upon completion of Measure installation and approval of the Installation Report, Project Sponsor shall submit an invoice for review and approval to SWEPCO for the first installment of the incentive payment (the Installation Payment). SWEPCO will make the Installation Payment within thirty (30) business days of its approval of the invoice. The Installation Payment will be one hundred percent (100%) of the incentive payment due for Deemed Savings plus forty percent (40%) of the total incentive payment due based upon the Estimated Savings set forth in an approved Installation Report. Individual Measures will be eligible for incentive payments based on either a Deemed Savings basis or an Estimated/Measured Savings basis, but not both. The amount of the Installation Payment will be calculated using the following formula:

$$\mathbf{IP = DIP + EIP}$$

DIP = [(DES x $0.065) + (DDS x $175.00)]

EIP = 0.40 x [(EES x $0.065) + (EDS x $175.00)]

Where:
IP is the total Installation Payment
DIP is the portion of the incentive payment attributable to Deemed Savings
EIP is the portion of the incentive payment attributable to Estimated Savings
DES is the amount of Deemed Energy Savings;
DDS is the amount of Deemed Peak Demand Savings;
EES is the amount of Estimated Energy Savings; and
EDS is the amount of Estimated Peak Demand Savings.

7.4 At the conclusion of the Performance Period and upon SWEPCO s approval of the Savings Report, Project Sponsor shall submit an invoice for review and approval to SWEPCO for the second installment of the incentive payment (the Performance Payment). Subject to the limitation in Section 7.1, the Performance Payment will be the remaining amount of the total incentive payment due based upon the Measured Savings. The amount of the Performance Payment shall be calculated using the following formula:

Performance Payment = [(MES x $0.065) + (MDS x $175.00)]-EIP

Where:
MES is the amount of Measured Energy Savings (not including DES);
MDS is the amount of Measured Peak Demand Savings (not including DDS); and
EIP is the portion of the Installation Payment attributable to Estimated Savings as calculated and paid pursuant to Section 7.3.

SWEPCO will make the Performance Payment within thirty (30) business days of its approval of the invoice. In the event that the above formula results in a negative Performance Payment, then Project Sponsor will refund that amount to SWEPCO within thirty (30) business days of receipt of notification of SWEPCO s approval of the invoice.

7.5 SWEPCO will retain the security deposit provided by Project Sponsor pursuant to Section I (Program Description) of the SOP Procedures Manual unless and until Project Sponsor receives approval of (i) for Measured Savings, the Installation Report and Savings Report documenting Measures representing seventy-five percent (75%) of the total incentive payment set forth in Section 7.1, or (ii) for Deemed Savings, the Installation Report documenting Measures representing seventy-five percent (75%) of the total incentive payment set forth in Section 7.1. Furthermore, in the event Project Sponsor fails to adhere to the SOP timelines set forth in the SOP Procedures Manual, the security deposit may be retained. If Project Sponsor chooses to resubmit the Project, an additional security deposit will be required.

ARTICLE VIII - AUDIT AND RECORDS

8.1 Project Sponsor or its assignee shall keep and maintain accurate and detailed records and documentation relating to the Project and its associated Energy Savings and Peak Demand Savings under this Agreement for a period of not less than three (3) years 10 beyond the termination of this Agreement. During the retention period, such records shall be made available, upon reasonable notice, for inspection during normal business hours by SWEPCO or any governmental agency having jurisdiction over the SOP or any portion of the Project.

8.2 Project Sponsor understands that the APSC may request or require an audit of the matters addressed in this Agreement or commence an investigation or other regulatory proceeding. Project Sponsor agrees to cooperate with any such process and make available detailed records and documentation relating to the Project, upon reasonable notice by SWEPCO or any governmental agency having jurisdiction over the SOP.

ARTICLE IX - INSURANCE

Project Sponsor represents and agrees that it and its subcontractors will carry all statutorily required insurance for the protection of its employees and that each of its subcontractors will carry such insurance for the

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protection of their respective employees.

ARTICLE X - INDEMNITY

10.1 PROJECT SPONSOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SWEPCO, AND ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH SWEPCO AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, LOSSES, DAMAGES AND LIABILITIES OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS' FEES AND EXPERT WITNESS FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR INJURIES, DEATH OR PROPERTY DAMAGES OR LOSS (INCLUDING INJURIES, DEATH OR PROPERTY DAMAGES SUFFERED BY PROJECT SPONSOR OR ITS AGENTS, EMPLOYEES OR CONTRACTORS) WHICH OCCURRED, OR ARE ALLEGED TO HAVE OCCURRED DIRECTLY AS A RESULT OF (i) PROJECT SPONSOR'S OR ITS SUBCONTRACTOR'S PARTICIPATION IN ANY STAGE OF THE SOP; (ii) AN ACT OR OMISSION OF PROJECT SPONSOR IN OR COLLATERAL TO ITS PERFORMANCE OF WORK OR SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT; OR (iii) ANY DEFECT (INCLUDING A DESIGN OR MANUFACTURING DEFECT OR THE FAILURE TO PROVIDE PROPER WARNING OR INSTRUCTIONS FOR USE) IN OR MALFUNCTION OF OR FINDING OF STRICT LIABILITY IN TORT ATTRIBUTABLE TO ANY MEASURE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNITY OBLIGATION SPECIFICALLY INCLUDES ANY CLAIMS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, LOSSES, DAMAGES AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS' FEES AND EXPERT WITNESS FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY OR OTHERWISE) ALLEGING SWEPCO'S NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY REGARDLESS OF WHETHER SUCH NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY IS A JOINT AND CONCURRING CAUSE OF THE INJURIES, DEATH OR PROPERTY DAMAGE. THIS PROVISION SHALL NOT APPLY TO CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, LOSSES, DAMAGES AND LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENCE OF SWEPCO IN THE CONDUCT OF SWEPCO S ONSITE INSPECTION OF THE PROJECT SITE PURSUANT TO THIS AGREEMENT.

10.2 IN ADDITION TO THE INDEMNITIES AND OTHER PROTECTIONS PROVIDED UNDER THIS ARTICLE X, PROJECT SPONSOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SWEPCO, AND ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH SWEPCO AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, LIABILITIES, EXPENSES, CONTRIBUTIONS, REMEDIATION OR CLEANUP COSTS, OR OTHER LOSSES OF ANY KIND INCLUDING ALL EXPENSES OF LITIGATION, COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS' FEES AND EXPERT WITNESS FEES (WHETHER THE SAME ARE BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING FROM, ASSOCIATED WITH, OR RELATING IN ANY WAY TO:

10.2.1 ANY BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT OF PROJECT SPONSOR CONTAINED IN THIS AGREEMENT;

10.2.2 ANY VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, OR POLICY RESPECTING PROTECTION OF THE ENVIRONMENT, HEALTH, AND/OR SAFETY (HEREINAFTER EHS LAWS) ASSOCIATED WITH OR RELATED IN ANY WAY TO THE PROJECT;

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10.2.3 ANY PROPERTY DAMAGE OR IMPAIRMENT OR ANY PERSONAL INJURY ALLEGED TO BE ASSOCIATED WITH ANY EXPOSURE TO MATERIALS REGULATED UNDER ANY EHS LAW RELATING IN ANY WAY TO THE PROJECT; OR

10.2.4 ANY RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS SUBSTANCE OR OTHER MATERIAL OR SUBSTANCE REGULATED UNDER ANY EHS LAW RELATING IN ANY WAY TO THE PROJECT.

10.3 THE ENVIRONMENTAL INDEMNITY PRESCRIBED BY THIS ARTICLE X SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS ARISE FROM THE JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY IN TORT OR WILLFUL MISCONDUCT OF OR BREACH OF CONTRACT BY SWEPCO, OR ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH SWEPCO AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES.

10.4 The representations, warranties, covenants, indemnities, and other obligations or protections provided by Project Sponsor pursuant to this Article X shall not be limited by time and shall survive the completion of the Project or any other completion, expiration or termination of this Agreement.

ARTICLE XI - PERMITS, LICENSES AND COMPLIANCE WITH LAWS

11.1 Project Sponsor represents and warrants that prior to beginning installation of Measures, Project Sponsor will, at its own cost and expense, obtain all permits and other authorizations from governmental authorities as then may be required to install, construct, operate and maintain the Measures in question and to perform its obligations hereunder. During the term hereof, Project Sponsor will, at its own cost and expense, obtain all such additional governmental permits, licenses, and other authorizations when required with respect to any of the Measures under this Agreement. If requested by SWEPCO, Project Sponsor shall furnish to SWEPCO copies of each such permit, license or other approval promptly following receipt thereof. Project Sponsor shall maintain in full force and effect all such governmental permits, licenses and other authorizations as may be necessary for the construction, operation or maintenance of the Measures in accordance herewith. Failure to maintain licenses, permits and other authorizations required to perform the work detailed in this Agreement constitutes a material breach of Project Sponsor s obligations under this Agreement.

11.2 Project Sponsor shall be responsible for all royalties, fees, or claims for any licensed, copyrighted or similarly protected intellectual property, device, process or procedure used installed, or provided by it. Project Sponsor shall defend any suit that may be brought against SWEPCO and shall hold SWEPCO and any individual, corporation, partnership, limited liability company, association, trust, or other business organization of any kind directly or indirectly controlling, controlled by, or under common control with SWEPCO and its and their respective shareholders, members, partners, officers, directors, managers, trustees, incorporators, agents, attorneys, consultants, servants, representatives, and employees harmless from any liability or infringement of any such intellectual property used by Project Sponsor in the implementation of the Project.

11.3 All work performed by Project Sponsor in connection with the implementation of the Project and all Measures installed or maintained by Project Sponsor shall conform to all applicable laws, statutes, ordinances, rules, regulations, and decrees of any governmental or administrative body having jurisdiction over the SOP or any portion of the Project, including without limitation, the Occupational Safety and Health Administration (OSHA) regulations, the National Electric Safety Code (NESC), the National Electric Code (NEC) and Sections 11-5-301 through 11-5-309 of the Arkansas Code Annotated. Handling of hazardous waste must be in compliance with all applicable federal, state and local laws, rules and regulations.

ARTICLE XII - DEFAULT AND REMEDIES

12.1 Each of the following events will be deemed to be an Event of Default hereunder:

(a) failure of Project Sponsor to perform its responsibilities in a timely manner or implement the Project in compliance with the SOP Procedures Manual and other Contract Documents;

(b) failure of Project Sponsor to provide SWEPCO and/or its contractors with sufficient access to the Project Sites for the purposes of conducting inspections, observations, or measurement and verification activities;

(c) failure of Project Sponsor to obtain or maintain any necessary permits, licenses or insurance required pursuant to the Contract Documents;

(d) Project Sponsor s assignment or subcontracting of all or part of the duties required under the Contract Documents without the prior written consent of SWEPCO;

(e) Project Sponsor s submission to SWEPCO of any false, misleading or inaccurate information or documentation with respect to implementation of the Project or Project Sponsor s performance hereunder, when Project Sponsor knew or reasonably should have known that such information was false, misleading or inaccurate; or

(f) failure of either Party in a material fashion to perform or observe any of the material terms, conditions or provisions of this Agreement not otherwise described in this Section 12.1, which failure materially adversely affects the other Party and continues after notice and a thirty (30) day period to cure, or, if such failure cannot reasonably be cured within thirty (30) days, after notice and such period to cure in excess of thirty (30) days as may be reasonably required (provided that the non-performing Party commences action to cure within an initial period of thirty (30) days after notice and thereafter pursues such cure with reasonable diligence).

12.2 If an Event of Default occurs, the non-defaulting Party shall be entitled to exercise any and all remedies provided for by this Agreement, by law or in equity, including, but not limited to, the right to immediately terminate this Agreement upon written notice to the other Party. Termination shall be effective upon the receipt of properly served notice. Termination of this Agreement will not relieve the defaulting Party of any obligations accruing prior to the event of termination.

ARTICLE XIII - LIMITATION OF LIABILITY

13.1 SWEPCO AND ANY INDIVIDUAL, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST, OR OTHER BUSINESS ORGANIZATION OF ANY KIND DIRECTLY OR INDIRECTLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH SWEPCO AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS, TRUSTEES, INCORPORATORS, AGENTS, ATTORNEYS, CONSULTANTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE LIABLE TO PROJECT SPONSOR OR ANY CUSTOMER FOR ANY LOSSES, COSTS, INJURIES, LIABILITIES, EXPENSES (INCLUDING ATTORNEY S FEES), OR CLAIMS FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE CONNECTED WITH OR RESULTING FROM

(i) NEGOTIATION, EXECUTION, OPERATION, OR TERMINATION OF THIS AGREEMENT;

(ii) PERFORMANCE OR NON-PERFORMANCE OF ANY COMMITMENT TO A CUSTOMER; OR

(iii) ANY ACTS, OMISSIONS, OR REPRESENTATIONS MADE BY PROJECT SPONSOR IN CONNECTION WITH SOLICITING CUSTOMERS OR PERFORMING ANY OTHER FUNCTIONS,

INCLUDING WITHOUT LIMITATION, CLAIMS IN THE NATURE OF LOST REVENUES, INCOME OR PROFITS, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON WARRANTY, NEGLIGENCE, STRICT 15 LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE AND PROJECT SPONSOR SHALL PROTECT, INDEMNIFY AND HOLD SWEPCO HARMLESS FROM SAME.

13.2 BOTH PARTIES AGREE THAT, IN THE EVENT OF (i) ANY DISPUTE THAT ARISES OUT OF THE NEGOTIATION, EXECUTION, OPERATION, OR TERMINATION OF THIS AGREEMENT AND ITS SUBJECT MATTER, WHETHER THE DISPUTE SOUNDS IN CONTRACT OR TORT, OR AS A RESULT OF A CLAIMED STATUTORY OR REGULATORY VIOLATION, OR (ii) ANY OTHER CLAIM THAT MAY ARISE OUT OF THE RELATIONSHIP OF THE PARTIES, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, LITIGATION EXPENSES, AND COSTS OF COURT AND/OR ALTERNATIVE DISPUTE RESOLUTION FROM THE LOSING PARTY.

ARTICLE XIV - INDEPENDENT CONTRACTOR

Project Sponsor will act as and be deemed to be an independent contractor, and nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, principal and agent or joint venturers. Project Sponsor will be solely responsible for and have the sole right to control and directly supervise the method, manner and details of the Project providing it is in accordance with the Contract Documents. SWEPCO shall have no responsibility with respect to withholding, deductions or payment of any federal or state tax on behalf of Project Sponsor or any of Project Sponsor s employees. Project Sponsor agrees to pay and comply with and hold SWEPCO harmless from and against the payment of all contributions, taxes and premiums which may be payable by Project Sponsor under federal, state or local laws arising out of the performance of this Agreement and all other taxes of whatever nature levied or assessed against Project Sponsor arising out of this Agreement, including any interest or penalties, and Project Sponsor hereby waives any and all claims for additional compensation because of any increase in the aforementioned taxes.

ARTICLE XV - NOTICES

15.1 All notices from one Party to the other will be deemed to have been delivered if hand delivered or sent by United States mail to the following addresses:

AEP SWEPCO	**(Project Sponsor)**
ARKANSAS SWEPCO	City of Fayetteville
Attn: Greg Perkins	Attn: John Coleman
101 West Township	113 W Mountain Street
Fayetteville, AR 72703	Fayetteville, AR, 72701
Phone: (479)973-2435	Phone: 479-575-8272

15.2 Either Party may change its address by written notice to the other in accordance with this Article XV.

ARTICLE XVI - AMENDMENT

No amendment or modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. Amendments to this Agreement will be attached hereto and made a part hereof for all purposes.

ARTICLE XVII - ALTERNATIVE DISPUTE RESOLUTION

17.1 BOTH PARTIES AGREE TO RESOLVE ANY AND ALL DISPUTES THAT ARISE OUT OF THE NEGOTIATION, EXECUTION, OPERATION OR TERMINATION OF THIS AGREEMENT AND ITS SUBJECT MATTER, WHETHER THE DISPUTE SOUNDS IN CONTRACT OR TORT, OR AS A RESULT OF A CLAIMED STATUTORY OR REGULATORY VIOLATION, OR ANY OTHER CLAIM WHICH MAY ARISE OUT OF THE RELATIONSHIP OF THE PARTIES, THROUGH ALTERNATIVE DISPUTE RESOLUTION TECHNIQUES. BOTH PARTIES AGREE TO FIRST ATTEMPT TO RESOLVE DISPUTES THROUGH MEDIATION. IF, HOWEVER, SUCH DISPUTES CANNOT BE RESOLVED THROUGH MEDIATION, BOTH PARTIES AGREE TO SUBMIT SUCH DISPUTES FOR RESOLUTION THROUGH BINDING ARBITRATION, TO BE CONDUCTED BY ONE QUALIFIED INDEPENDENT ARBITRATOR THAT IS MUTUALLY SELECTED BY BOTH PARTIES, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES (RULES) OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) THEN IN EFFECT. IF THE PARTIES CANNOT AGREE UPON THE SELECTION OF THE ARBITRATOR, THEN EITHER PARTY MAY FILE ITS DEMAND WITH THE AAA AND THE ARBITRATION SHALL BE ADMINISTERED IN ACCORDANCE WITH ITS RULES. VENUE OF THE ARBITRATION SHALL BE THAT VENUE SET FORTH IN SECTION 20.5 UNLESS THE PARTIES AGREE OTHERWISE. THIS BINDING ARBITRATION PROVISION SHALL NOT PROHIBIT OR RESTRICT EITHER PARTY FROM SEEKING EMERGENCY INJUNCTIVE OR OTHER EQUITABLE RELIEF IN THE DISTRICT COURTS OF THE COUNTY OF VENUE TO PRESERVE THE STATUS QUO. IF ANY SUCH RELIEF IS SOUGHT AND OBTAINED, THE MATTER WILL THEN BE IMMEDIATELY REFERRED TO ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS PROVISION FOR A HEARING ON THE MERITS OF THE RELIEF SOUGHT.

17.2 BOTH PARTIES AGREE THAT THE TERMS OF ANY AGREEMENT, SETTLEMENT, JUDGMENT OR AWARD RESULTING FROM ANY MEDIATION OR ARBITRATION PROCEEDINGS DESCRIBED IN SECTION 17.1 SHALL BE CONFIDENTIAL, AND THE PARTIES AGREE NOT TO DISCLOSE SUCH TERMS, OR ANY DRAFTS OR COMMUNICATIONS CONCERNING SUCH TERMS, TO ANY THIRD-PARTY EXCEPT AS FOLLOWS:

17.2.1 THE TERMS MAY BE DISCLOSED, BUT ONLY TO THE EXTENT REASONABLY NECESSARY, TO A PARTY S ATTORNEYS, INSURERS, AGENTS, EMPLOYEES, AND ACCOUNTANTS, PROVIDED THAT THOSE PERSONS HAVE AGREED TO KEEP SUCH INFORMATION CONFIDENTIAL AND NOT DISCLOSE IT TO ANY OTHER PERSON OR ENTITY; OR

17.2.2 THE TERMS MAY BE DISCLOSED TO A COURT OR TRIBUNAL IN CONNECTION WITH AN ACTION TO ENFORCE ANY AGREEMENT, SETTLEMENT, JUDGMENT OR AWARD RESULTING FROM ANY MEDIATION OR ARBITRATION PROCEEDING DESCRIBED IN SECTION 17.1; OR

17.2.3 THE TERMS MAY BE DISCLOSED TO OTHERS (i) PURSUANT TO AN APPROPRIATE COURT ORDER ENTERED AFTER EVERY OTHER PARTY TO THE AGREEMENT HAS BEEN GIVEN REASONABLE NOTICE AND AN OPPORTUNITY TO BE HEARD, OR (ii) IF REQUIRED BY A GOVERNMENTAL AGENCY AFTER EVERY OTHER PARTY TO THE AGREEMENT HAS BEEN GIVEN REASONABLE NOTICE AND AN OPPORTUNITY TO BE HEARD, OR (iii) WITH THE PRIOR WRITTEN APPROVAL OF EVERY OTHER PARTY TO THE AGREEMENT.

ARTICLE XVIII - FORCE MAJEURE

18.1 The term Force Majeure as used herein means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including, but not limited to, acts of God, labor disputes, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, change in laws or applicable regulations subsequent to the date hereof and action or inaction by any federal, state or local legislative, executive, administrative or judicial agency or body, which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

18.2 The term Force Majeure shall not include any of the following:

(a) Any removal, reduction, curtailment or interruption of operation of any or all Measures whether in whole, or in part, which removal, reduction, curtailment or interruption is caused by or arises from the action or inaction of the Customer or any third party, including without limitation, any vendor or supplier to Project Sponsor or SWEPCO, unless, and then only to the extent that, any such action or inaction was beyond the reasonable control of, and occurred without the fault or negligence of such third party, and such third party, by exercise of due foresight, could not reasonably have been expected to avoid such action or inaction;

(b) Any outage, whether or not due to the fault or negligence of SWEPCO or Project Sponsor, of the Measures or SWEPCO s system attributable to a defect or inadequacy in the manufacture, design or installation of the Measures that prevents, curtails, interrupts or reduces the ability of the Measures to provide Peak Demand Savings and/or Energy Savings; or

(c) Any reduction in Measured Peak Demand Savings and/or Measured Energy Savings caused by or resulting from a Customer s termination or reduction of electrical distribution service received from SWEPCO and the substitution therefor of electric service from any other source.

18.3 The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if, and to the extent that, they are unable to so perform or are prevented from performing by an event of Force Majeure,provided that:

(a) The non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than fourteen (14) days thereafter, gives the other Party written notice describing the particulars of the occurrence;

(b) The suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure;

(c) The non-performing Party uses its best efforts to remedy its inability to perform; and

(d) As soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it shall give prompt written notification thereof to the other Party.

ARTICLE XIX - NONDISCLOSURE

19.1 If either Party hereto provides confidential information to the other in writing and identified as such, the receiving Party shall protect the confidential information from disclosure to third parties. Neither Party shall be required to hold confidential any information which (i) becomes publicly available other than through the recipient; (ii) is required to be disclosed by a governmental or judicial order, rule or regulation; (iii) is independently developed by the receiving Party as evidenced by written records; or (iv) becomes available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement.

19.2 Should any person or entity seek to legally compel a receiving Party (by oral questions, interrogations, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise) to disclose any confidential information, the receiving Party will provide the disclosing Party prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy (including participating in any proceeding to which the receiving Party is a party, which receiving Party will use its reasonable business and legal efforts to permit). If, in the absence of a protective order, the receiving Party is, in the opinion of its legal counsel, compelled to disclose the confidential information, the receiving Party may disclose only such of the confidential information to the person or entity compelling disclosure as is required by applicable law, order, regulation or rule.

ARTICLE XX - MISCELLANEOUS

20.1 Project Sponsor will not assign, transfer or otherwise dispose of any of its obligations or duties without the prior written approval of SWEPCO. No assignment of this Agreement shall relieve Project Sponsor of any of its obligations under this Agreement. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee. Any assignment or transfer made without the express written approval of SWEPCO will be null and void. No part of the work contemplated under this Agreement may be performed by subcontractors without the prior written approval of SWEPCO.

20.2 The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. No waiver by the Parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be 20 deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

20.3 The Contract Documents constitute the entire Agreement between the Parties with respect to the subject matter hereof and there are no express or implied warranties or representations upon which any party may rely beyond those set forth therein. The execution of this Agreement supersedes all previous agreements, discussions, communications and correspondence with respect to such subject matter.

20.4 In the event any provision of this Agreement is held to be void, unlawful, or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

20.5 This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Arkansas excluding any conflict or choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signature of the Parties hereto are affixed or of the place or places of performance. Except for matters and disputes with respect to which the APSC is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the Parties agree that the proper venue and jurisdiction for any cause of action relating to the Agreement will be in

Washington County, Arkansas and the Parties hereto submit to the exclusive jurisdiction of the federal and state courts located in such county with respect to such matters and disputes.

20.6 The duties, obligations, and liabilities of the Parties hereto are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

20.7 Project Sponsor shall not use SWEPCO s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including to solicit customers for participation in its project, without SWEPCO s prior written consent.

20.8 The Parties expressly agree that time is of the essence for all portions of this Agreement. In no event shall the arbitration of any controversy or the settlement thereof delay the performance of this Agreement.

20.9 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify, or restrict any of the terms and provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SOUTHWESTERN ELECTRIC POWER COMPANY		**(PROJECT SPONSOR)**	
			City of Fayetteville
By:	Phillip A Watkins	By:	
Name:	Phillip A Watkins	Name:	
Title:	EE / Consumer Programs Manager	Title:	
Date:	11-22-2011	Date:	

EXHIBIT A
INITIAL APPLICATON

Project Information - Initial Application

Project ID : 58

Project Name : Municipal Energy Efficiency

Sponsor Name : City of Fayetteville
71-8018462
JohnColeman /Sustainability Director

479-575-8272
113 W Mountain Street
Fayetteville, AR , 72701

Project Contact : JohnColeman

Create Date : 7/22/2010 2:06:52 PM

Project Type : This is a **Retrofit** project.

Project Description

Lighting Reto
HVAC Retro
Controls Retro
Solar Addition

A hardcopy of description ? **NO**

Project Calculation

Stipulated deemed savings ? **YES**

Simplified M&V ? **NO**

Full M&V ? **YES**

Full M&V for Solar

A hardcopy of Calculation ? **NO**

Project Estimate Schedule

Project Qualification

Qualification Name : Municipal Energy Efficiency Project

1. **Statement of technical and managerial capabilities and experience (500 word maximum):**

   Engineering Elements is an MEP Engineering Firm established in 2005 in Fayetteville, AR. Principal Engineer is Shane Lanning, PE, LEED-AP, and Project Manager is Ryan McClain, PE, CEM, LEED-AP.

2. **Evidence that Project Sponsor and its subcontractors possess all applicable licenses. Evidence includes a list of all applicable licenses, issuing agencies and license numbers.**

   Ryan McClain, Arkansas PE License No. 12025.

3. **Descriptions and references (at least three) for comparable projects, including information about the year the project was undertaken, the services provided, and the estimated and actual performance of the energy-efficiency equipment. Provide a contact name, title, address and phone number for each reference.**

3.a. **Reference 1:**

Architecture Plus, Inc., Michael Johnson, Architect, (479) 783-8395
Mena High School Project, Post Office Projects of US Government

3.b. **Reference 2:**

ParkCo, Architects, Bret & Stacey Park, Owners & Architects (479) 527-6465
FBC Farmington

3.c. **Reference 3:**

Spaces Design & Architecture., Michael Riley, Architect (918) 682-5824
Muskogee High School

4. **Evidence of Project Sponsor's financial strength and capability in the form of trade references. Include contact name, title, address and phone number for each reference. Provide at least two references.**

4.a. **Trade Reference 1:**

Trane of Arkansas, Jim Bradford, Senior Sales Manager, (479) 361-2030

4.b. **Trade Reference 2:**

Professional Air Systems., Bill Minchew, Owner, (479) 871-2114

5. **Disclosure of any legal judgments entered against Project Sponsor in the previous two years, as well as a current list of pending litigation filed by or against Project Sponsor.**

City of Fayetteville is going to be their own sponsor.

Customer - City of Fayetteville

Contact : John Coleman/ Sustainability & Strategi
Address : 100 W Rock St, Fayetteville, AR, 72701, Washington
Phone/FAX : 479-575-8272
Email : jcoleman@ci.fayetteville.ar.us

Account Number : 9624948930 (- or - Meter Number :)
Building Type : office
Operating Schedule : 7/24
Floor Area : 10000

	Lighting Saving		nonLighting Saving	
	kW	kWh	kW	kWh
Premium Efficiency Motor			0.000	0
Unitary AC			7.165	9,447
Heat Pump			0.000	0
Water Heater			0.000	0
Chiller			0.000	0
Programmable thermostat			0.000	0
Electronically commutated motor			0.000	0
Occupancy based PTHP/PTAC control			0.000	0
Plug load occupancy sensor			0.000	0
Solid door refrigerator and freezer			0.000	0
Premium Efficiency Motor			0.000	0
Unitary AC			1.815	2,468
Heat Pump			0.000	0
Water Heater			0.000	0
Chiller			0.000	0
Programmable thermostat			0.000	0
Electronically commutated motor			0.000	0
Occupancy based PTHP/PTAC control			0.000	0
Plug load occupancy sensor			0.000	0
Solid door refrigerator and freezer			0.000	0
Energy Quick Calculator			0.000	0
Premium Efficiency Motor			0.000	0
Unitary AC			0.000	0
Heat Pump			0.000	0
Water Heater			0.000	0
Chiller			0.000	0
Programmable thermostat			0.000	0
Electronically commutated motor			0.000	0
Occupancy based PTHP/PTAC control			0.000	0
Plug load occupancy sensor			0.000	0
Solid door refrigerator and freezer			0.000	0
Other Measures Survey Form			1.100	9,707
Premium Efficiency Motor			0.000	0
Unitary AC			0.000	0
Heat Pump			0.000	0
Water Heater			0.000	0
Chiller			0.000	0

Programmable thermostat			0.000	0
Electronically commutated motor			0.000	0
Occupancy based PTHP/PTAC control			0.000	0
Plug load occupancy sensor			0.000	0
Solid door refrigerator and freezer			0.000	0
Energy Quick Calculator	0.000	0		
Lighting - Traffic Signal	0.000	0		
Lighting - Retrofit	3.333	22,228		
Lighting - New Construction	0.000	0		
Lighting - Traffic Signal	0.000	0		
Lighting - Retrofit	2.742	37,069		
Lighting - New Construction	0.000	0		
Energy Quick Calculator	0.000	0		
Lighting - Traffic Signal	0.000	0		
Lighting - Retrofit	0.000	0		
Lighting - New Construction	0.000	0		
Lighting - Traffic Signal	0.000	0		
Lighting - Retrofit	11.600	53,115		
Lighting - New Construction	0.000	0		
Sub-Total	17.675	112,412	10.080	21,621

total kW Saving	27.755
total kWh Saving	134,033.542
orginal requested incentive	$13,569.32
estimated requested incentive (after adjustment)	$13,569.32
submitted date	11/15/2011 4:52:36 PM
approved incentive	$13,569.32
approved date	11/15/2011 4:57:13 PM

EXHIBIT B

FINAL APPLICATION

Project Information - Final Application

Project ID : 58

Project Name : Municipal Energy Efficiency

Sponsor Name : City of Fayetteville
71-8018462
JohnColeman /Sustainability Director

479-575-8272
113 W Mountain Street
Fayetteville, AR , 72701

Project Contact : JohnColeman

Create Date : 7/22/2010 2:06:52 PM

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HVAC Retro
Controls Retro
Solar Addition

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Project Calculation

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Simplified M&V ? **NO**

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2. **Evidence that Project Sponsor and its subcontractors possess all applicable licenses. Evidence includes a list of all applicable licenses, issuing agencies and license numbers.**

   Ryan McClain, Arkansas PE License No. 12025.

3. **Descriptions and references (at least three) for comparable projects, including information about the year the project was undertaken, the services provided, and the estimated and actual performance of the energy-efficiency equipment. Provide a contact name, title, address and phone number for each reference.**

3.a. **Reference 1:**

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Chiller			0.000	0

Programmable thermostat			0.000	0
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Energy Quick Calculator	0.000	0		
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Lighting - New Construction	0.000	0		
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Lighting - Retrofit	11.600	53,115		
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total kWh Saving	134,033.542
orginal requested incentive	$13,569.32
estimated requested incentive (after adjustment)	$13,569.32
submitted date	11/16/2011 7:34:26 AM
approved incentive	$13,569.32
approved date	11/16/2011 7:34:54 AM

ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

3108 S.W. Regency Parkway, Suite 2
Bentonville, AR 72712
479.273.9472 Fax 479.273.0844

DISTRIBUTION:
RER/File
Kum & Go, L.C.

November 22, 2011

City of Fayetteville
City Council
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Planning Department

Re: Appeal of Planning Commission to deny proposed improvements
Kum & Go, #413
CEI Project No. 26728.0

To Fayetteville City Council:

Kum & Go, L.C. respectfully request the appeal to be heard in the decision of Planning Commission's vote at the November 14th, 2011 meeting for approval in the Kum & Go Convenience Store Large Scale Development.

The property is located at the southwest corner of Martin Luther King Jr. Blvd and Hill Ave. The property is currently undeveloped and slopes significantly (Approximately 28-feet) from the north property line to the south property line.

Throughout the City approval process, revisions to the overall site layout were requested by two separate subdivision committee reviews in regards to the Large Scale Development plans.

Under the first Subdivision Committee review (October 13, 2011) and as requested by the committee; Kum & Go was to provide a shared access drive from Royal Oak and shift the Martin Luther King Jr. Blvd access east, approximately 25-feet closer to Hill Ave. This request was accepted by Kum & Go and tabled for the next subdivision committee review for approval to these changes.

Following the second Subdivision Committee review (November 3, 2011) and as requested by the committee; Kum & Go was then directed to remove the shared access drive along Royal Oak due to possible issues in traffic movements around the intersection and due to the geometric roadway configuration. As a result to the existing topography; the roadway became superelevated along the median and grades became steep along the access drive located within the site. Furthermore, the adjacent property owner's representative to Hill Place Apartments stated that they were not in favor of a shared access and would not allow for such access through the privately owned median. In addition, the committee

Tabled to the 1/3/12 CC mtg

recommended a ¾ access drive with a median which would limit traffic movement to a right-in, left-in, and right-out access only from the Martin Luther King Jr. Blvd proposed access drive. This request was accepted by Kum & Go, revised, and moved forward to Planning Commission, dated November 14, 2011.

Certain restraints have been held to this site in regards to the existing grades, close proximity to the Royal Oak drive, and current City ordinances. Should the site's Finish Floor elevations be lowered to accommodate the shared access drive along Royal Oak, then the MLK Jr. Blvd access drive becomes too steep which in turn limits the access of the delivery trucks. In the case of a right-in only drive; if a potential customer traveling west along MLK Jr. Blvd. chooses not to turn onto Hill Ave. before approaching the site, then the only option left for the driver is a possible "illegal" U-turn or to carrying on further west until finding an appropriate turn-around point.

Following the Planning Commission meeting dated November 14, 2011, Kum and Go has made the following revisions to the site plan (See Exhibit – A).

- The MLK Jr. Blvd. access drive has been shifted to the west approximately 30'. This shift is to address the traffic stacking in the left turn lane along MLK Jr. Blvd. and for those vehicles wanting to proceed north onto Hill Ave.
- A pedestrian sidewalk connection has been included to extend from Royal Oak to the proposed convenience store.

This property is an ideal location for this type of development and is welcomed by the residents of the Hill Place Apartments and is sure to be a convenience to the Fayetteville community. Several business's along the Marin Luther King Jr. Blvd corridor has in the past and recently been provided the convenience of a ¾ or a full access drive. For Kum and Go to be denied a full access or even a ¾ access drive will only deprive them of the rights or privileges granted to other developments within recent time.

In conclusion, we believe the public health, safety, welfare, and morals would be better served if the Planning Commission's vote were reversed because the highest and best use for this property would be for what the Kum and Go stores represent and the services they provide to a community.

We appreciate your consideration in this matter, and if you have questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

R. Erin Rushing

R. Erin Rushing, RLA
Department Leader
CEI Engineering Associates, Inc.

Fayetteville ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Andrew Garner, Senior Planner

Date: November 30, 2011

Subject: LSD 11-3966 (Kum and Go at Martin Luther King and Hill Avenue)

RECOMMENDATION

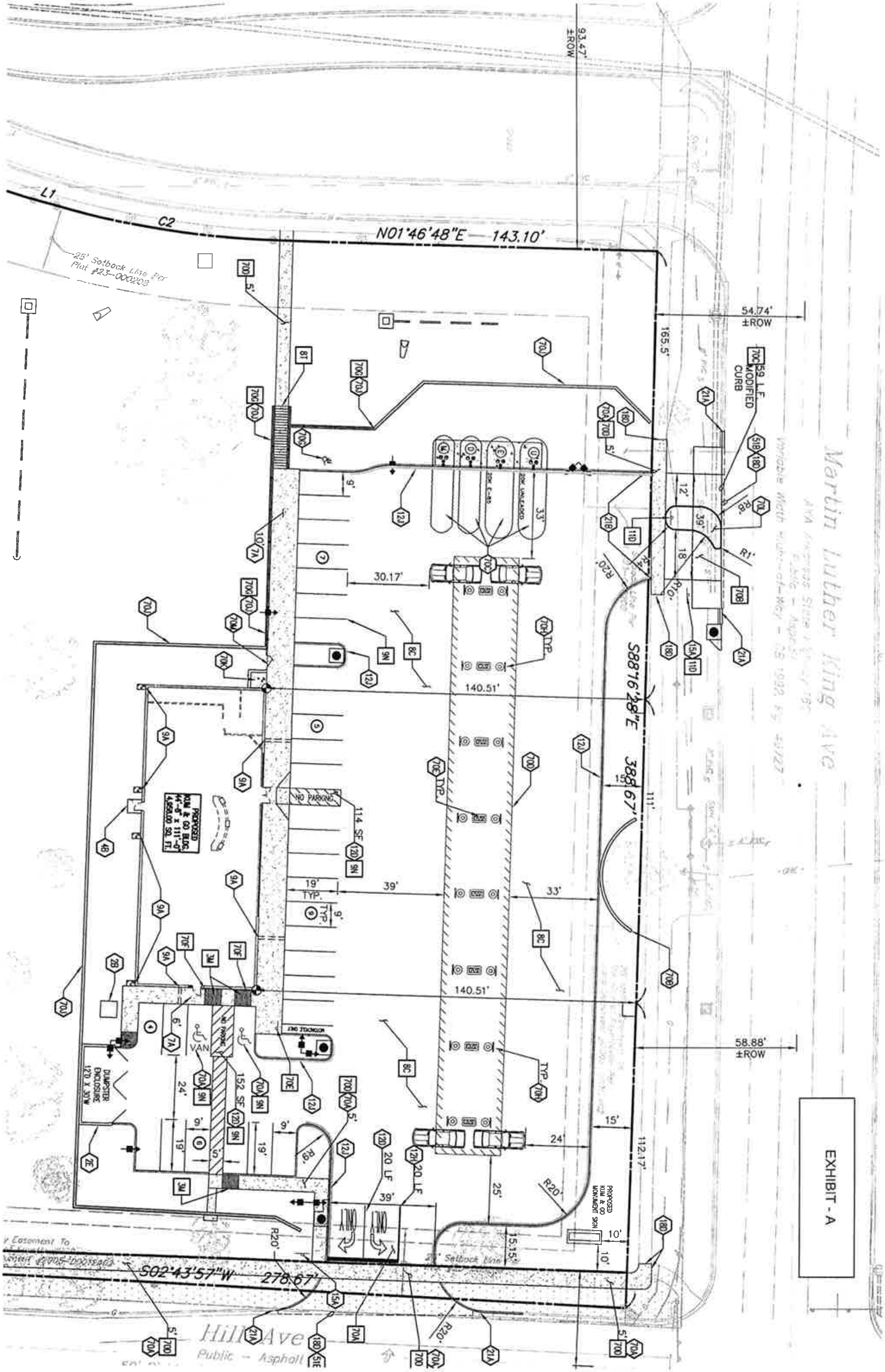
On November 14, 2011 The Planning Commission voted 8-1-0 to approve the subject large scale development for a new Kum and Go gas station at the southwest corner of Martin Luther King Boulevard and Hill Avenue (Commissioners Winston voted "no"). The Planning Commission approved the development including a variance to allow a curb cut onto Martin Luther King Boulevard, a Principal Arterial, when the code does not allow a curb cut, and requiring a connection to the adjacent street to the west, Royal Oak Parkway. The applicant has appealed the decision to allow a right-in, right-out only cut and requiring the connection to Royal Oak Parkway (conditions of approval #'s 1 and 2) to the City Council. The applicant proposes a full access in, right-out only curb cut onto Martin Luther King, and does not wish to provide a connection to Royal Oak Parkway.

Staff recommends in favor of the Planning Commission's decision.As discussed in the attached staff report and as discussed at the Planning Commission meeting (minutes attached), both staff and the Planning Commission found that a full access in driveway onto Martin Luther King Boulevard would result in a traffic safety hazard, and that the connection to Royal Oak Parkway is in line with the City's policies and ordinances for connectivity and cross access.

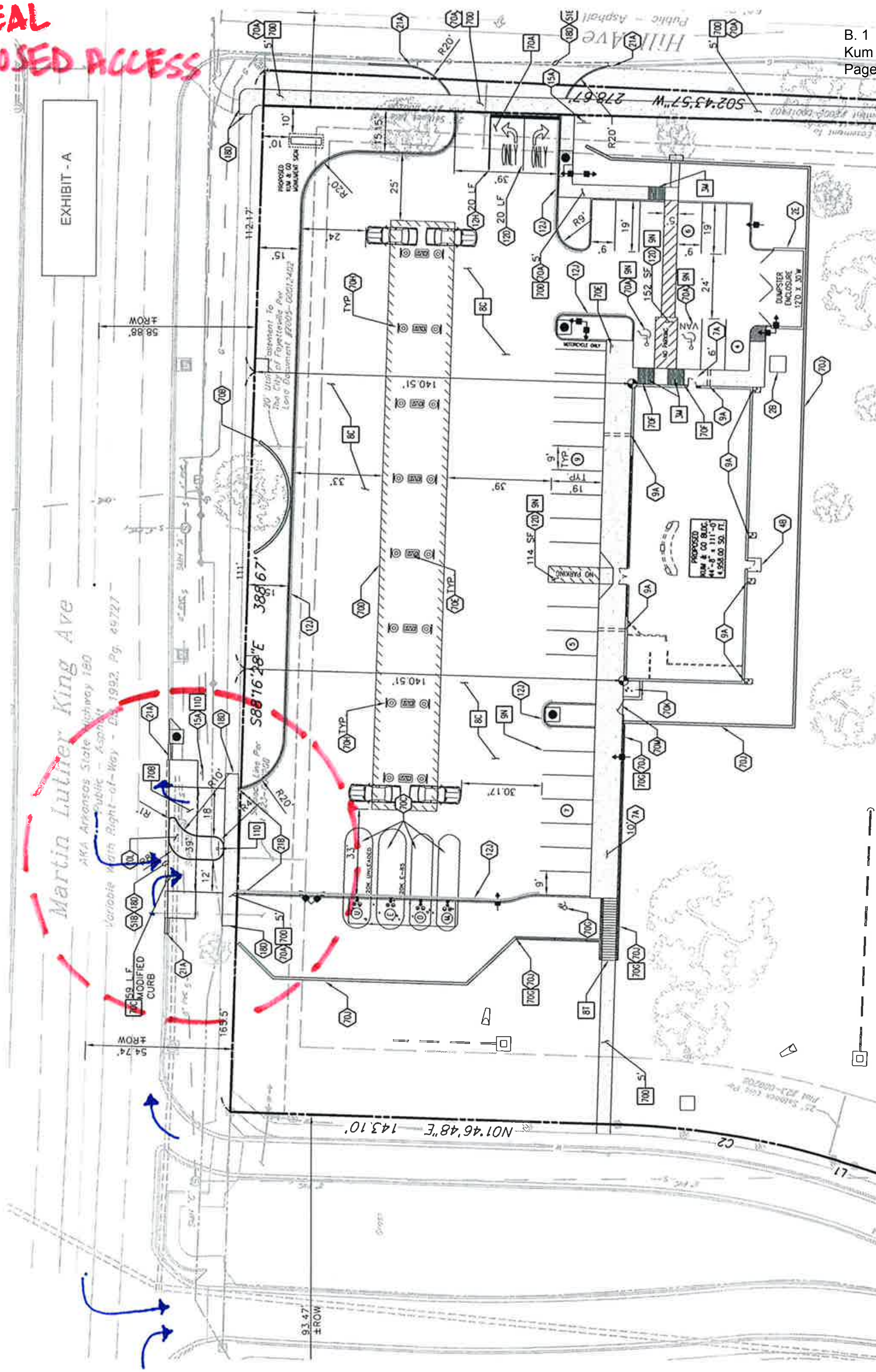
BACKGROUND

The subject property is located at the southwest corner of Martin Luther King Boulevard (Hwy 62) and Hill Avenue. The property is a disturbed and undeveloped site with 21.2% tree canopy. Adjacent land uses include the Hill Place multi-family complex to the west and south, Brenda's Burgers and the Coors Plant to the east, and a duplex and undeveloped land to the north across Martin Luther King Boulevard.

This site is adjacent to the signalized intersection of Martin Luther King (Hwy 62), a principal arterial street; Hill Avenue, a collector street, and Royal Oak Parkway, a local street. Royal Oak Parkway is a divided road adjacent to the site with the median under private ownership and not within the City right-of-way.


Martin Luther King Ave
Hill Ave
Public – Asphalt
N01°46'48"E — 143.10'
S88°16'28"E 388.67'
S02°43'57"W 278.67'
54.74' ±ROW
58.88' ±ROW
93.47' ±ROW
PROPOSED KUM & GO BLDG.
DUMPSTER ENCLOSURE 12'0 X 30'W
NO PARKING
PROPOSED KUM & GO MONUMENT SIGN
EXHIBIT - A

· APPEAL
· PROPOSED ACCESS

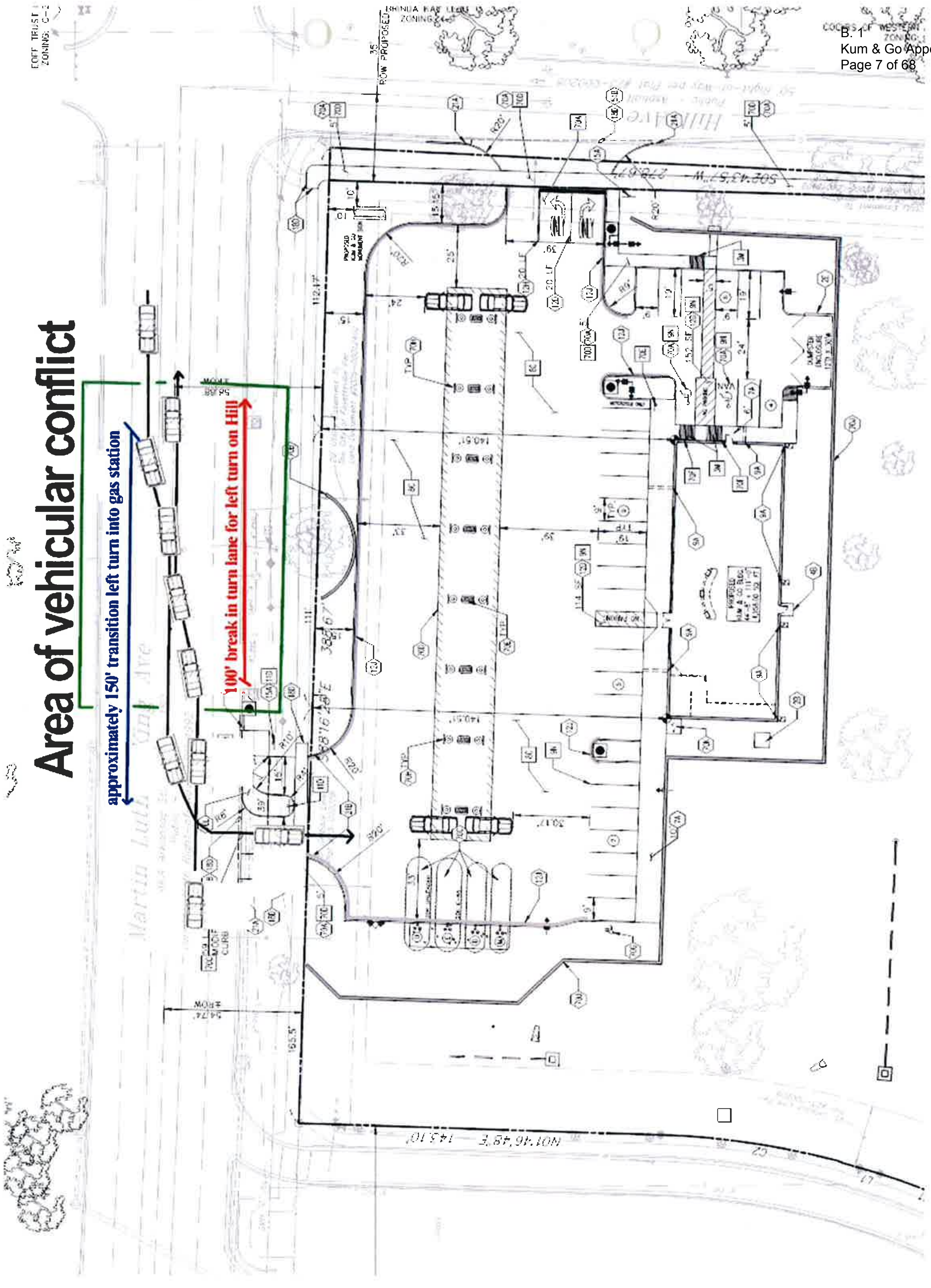


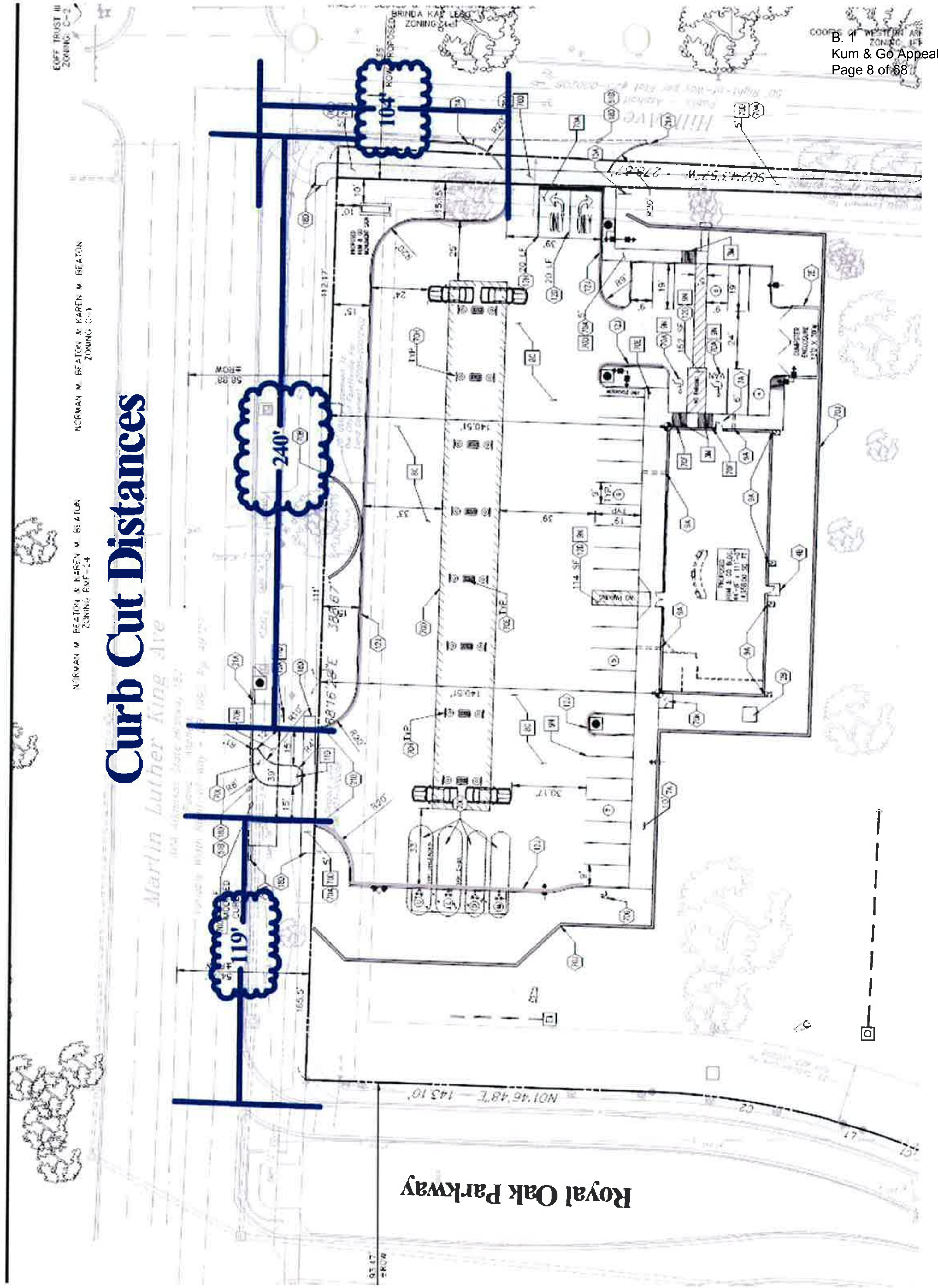
DISCUSSION

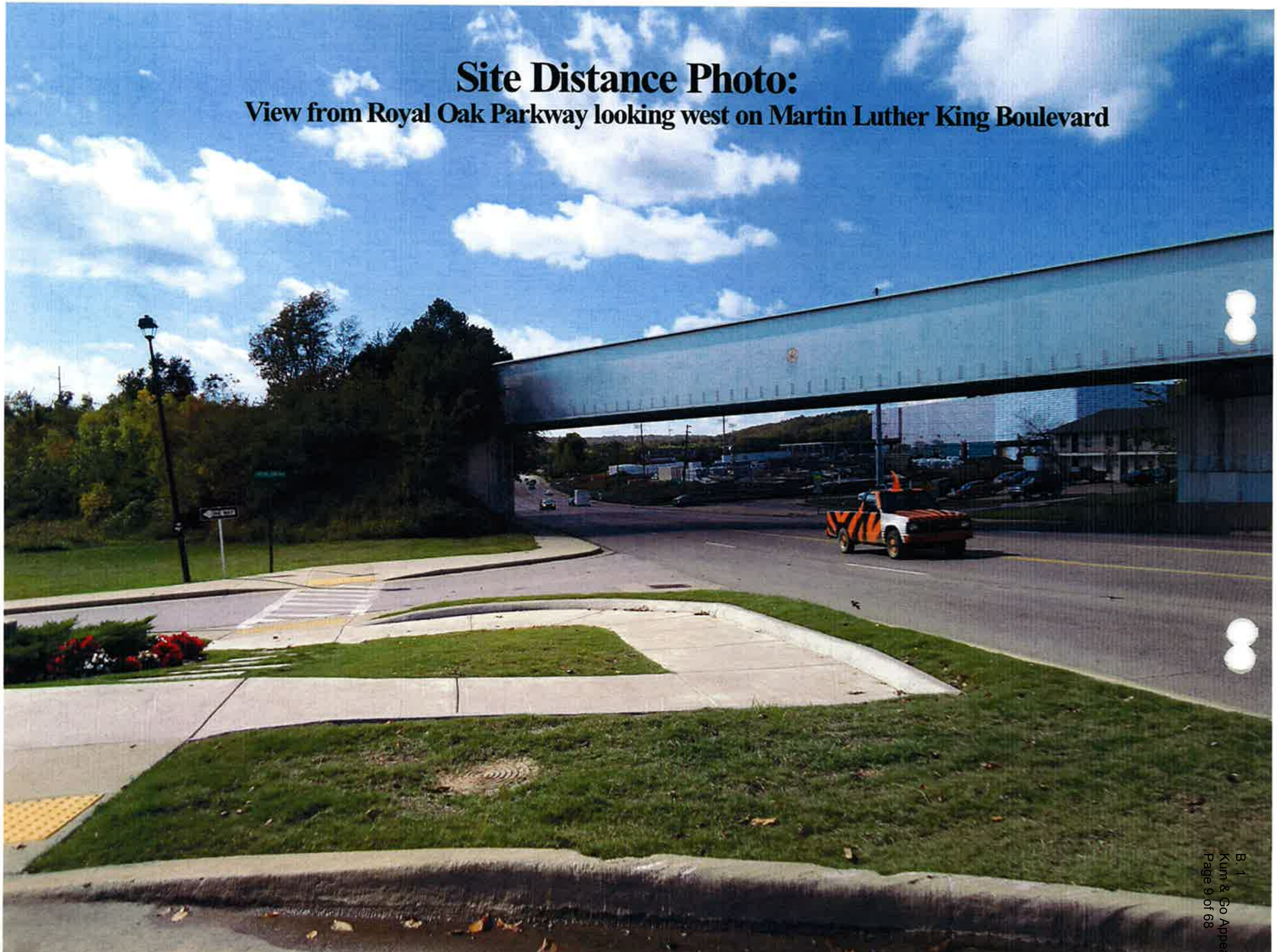
The adjacent property owner to the west and south, Hill Place, has stated in person and in writing that they do not recommend a curb cut for the gas station onto Royal Oak Parkway citing conflicts with the residents of their property. They do request a sidewalk connection from the gas station to Royal Oak Parkway.

BUDGET IMPACT

None.


Area of vehicular conflict
approximately 150' transition left turn into gas station
100' break in turn lane for left turn on Hill


Curb Cut Distances
104'
240'
119'
Martin Luther King Ave
Royal Oak Parkway


Site Distance Photo:
View from Royal Oak Parkway looking west on Martin Luther King Boulevard

FAYETTEVILLE UNIFIED DEVELOPMENT CODE

166.08 Street Design And Access Management Standards

(F) Access Management. Safe and adequate vehicular, bicycle, and pedestrian access shall be provided to all parcels. Local streets and driveways shall not detract from the safety and efficiency of bordering arterial routes. Property that fronts onto two public streets shall place a higher priority on accessing the street with the lower functional classification, ex. Local and Collector.

(1) *Curb cut minimum distance from intersection or driveway.* For purposes of determining curb cut or street access separation, the separation distance shall be measured along the curb line from the edge of curb cut to the edge of curb cut/intersection. The measurement begins at the point where the curb cut and intersecting street create a right angle, i.e., the intersection of lines drawn from the face-of-curb to face-of-curb. The measurement ends at the point along the street where the closest curb cut or street intersection occurs; again, measured to the point where the curb cut or intersecting streets create a right angle at the intersection of face-of-curb.

(a) Principal and Minor Arterial Streets. Where a street with a lower functional classification exists that can be accessed, curb cuts shall access onto those streets. When necessary, curb cuts along arterial streets shall be shared between two or more lots. Where a curb cut must access the arterial street, it shall be located a minimum of 250 feet from an intersection or driveway.

Number of Curb Cuts Permitted	
Length of Street Frontage	Maximum Number of Curb Cuts
0-500 ft.	1
501-1000 ft.	2
1001-1500 ft.	3
More than 1500 ft.	4

(b) Collector Streets. Curb cuts shall be located a minimum of 100 feet from an intersection or driveway. When necessary, curb cuts along collector streets shall be shared between two or more lots.

Number of Curb Cuts Permitted	
Length of Street Frontage	Maximum Number of Curb Cuts
0-100 ft.	1
101-250 ft.	2
251-500 ft.	3
More than 500 ft.	4

(c) Local and Residential Streets. Curb cuts shall be located a minimum of 50 feet from an intersection or driveway. In no case shall a curb cut be located within the radius return of an adjacent curb cut or intersection. Curb cuts shall be a minimum of fifteen (15') feet from the adjoining property line, unless shared.

Number of Curb Cuts Permitted	
Length of Street Frontage	Maximum Number of Curb Cuts
0-50 ft.	1
51-125 ft.	2
126-250 ft.	3
More than 250 ft.	4

(d) Residential Subdivisions. In the case of residential subdivisions, curb cuts shall be discouraged along arterial and collector streets. When necessary, curb cuts along arterial and collector streets shall be shared between two or more lots. Curb cuts along all streets shall be located a minimum of five feet (5') from the adjoining property line, unless shared.

(e) Variance. In order to protect the ingress and egress access rights to a street of an abutting property owner, a variance to the curb cut minimums shall be granted by the Planning Commission to allow an ingress/egress curb cut at the safest functional location along the property. Such a curb cut may be required to be shared with an adjoining parcel if feasible. If a parcel on the corner of an arterial or collector street provides such short frontage along a major street that there is no safe ingress/egress functional location on that street, the Planning Commission may deny the curb cut or may limit such curb cut to ingress or egress only.

156.03 Development

Certain variances of the development regulations may be applied for as follows:

(A) *General requirements.*

(1) *Undue hardship.* If the provisions of Development, Chapter 166, are shown by the developer to cause undue hardship as they apply to this proposed development (including, but not limited to financial, environmental, or regulatory) and that the situation is unique to the subject property, the city Planning Commission may grant a variance, on a temporary or permanent basis, to the development from such provision, so that substantial justice may be done and the public interest secured; provided that the variation will not have the effect of nullifying the intent and purpose of the development regulations. No variance shall be granted for any property which does not have access to an improved street.

(2) *Conditions and safeguards.* In granting variances, the Planning Commission may prescribe appropriate conditions and safeguards to secure substantially the objectives of the standards or requirements so varied.

LSD 11-3966: Large Scale Development (SOUTHWEST CORNER MLK BLVD. & HILL AVE./KUM AND GO, 522): Submitted by CEI ENGINEERING. for property located at the SOUTHWEST CORNER OF MARTIN LUTHER KING BOULEVARD AND HILL AVENUE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 2.46 acres. The request is for the development of a gas station with sixteen fuel pumps.

Andrew Garner, Senior Planner, gave the staff report including videos and a diagram of traffic flow patterns and staff's concerns with left turn movements into the proposed gas station.

Erin Rushing, applicant, discussed access to Royal Oak Parkway and the background behind the current site plan. He discussed that the drive could be shifted further to the west to provide some additional distance away from the intersection.

Public Comment:

Aubrey Shepherd, discussed that this site has the only remaining trees left from this overall site. He hopes some of the existing soil will remain and that they will plan some steps to store water on the site. He expressed concern with construction traffic of this project combined with the development of the Washington County sale barn site. He discussed that if you are coming west from downtown it is very difficult to turn left onto Hill Avenue.

No more public comment was presented.

Commissioner Chesser asked about the left turn on Hill.

Garner discussed that the recommended condition of approval for dedicated left turn signals to be added to the existing signal should address that issue.

Commissioner Chesser discussed support for the recommendation for right-in, right-out only.

Commissioner Hoskins asked about the turn into the site off of Royal Oak. He discussed concerns with traffic patterns as shown on the video and also agreed with the right-in, right-out only and that full access has lots of issues.

Commissioner Griffin gave background for the second Subdivision Committee recommendation to remove the access on Royal Oak Parkway, including concerns with the median cut and vehicles stacking.

Commissioner Earnest discussed the first Subdivision Committee recommendation to include access on Royal Oak Parkway. He discussed moving the drive on Royal Oak further to the south but there are issues with grade and trees in that area of the site. He stated that we have an excellent access management ordinance that states that where a site has access to lesser classification streets curb cuts shall access those streets. This site has access to the two side streets and connectivity can be secured.

Commissioner Winston asked about access to the site for gas tanker trucks.

Rob Wadley, Kum and Go, discussed gas truck access into the site and the various options and grades for the different driveways. He discussed that the median in Royal Oak Parkway is privately owned and that the owner is not willing to allow a median cut. They are fine to push the driveway on MLK closer to Royal Oak Parkway if needed. They do need a three-quarter access for fuel trucks and food trucks.

Commissioner Winston discussed that he does not see a way to support a full access in for traffic safety reasons.

Commissioner Chesser discussed delivery trucks accessing the site. He sees a major safety concern.

Commissioner Honchell discussed that placement on the hill is a problem. As a planning commissioner safety is one of the things he has to look at. He expressed support for a right-in, right-out only driveway. He asked if an 8-10% slope on a driveway onto Royal Oak Parkway is functional. He also asked about making Royal Oak Parkway a left out.

Glenn Newman, staff engineer, discussed that yes 8-10% would be functional. He discussed that it may be possible to change Royal Oak Parkway to allow a left out, but that he was not sure of the reasons why it was made a right out only and would need to evaluate it. He discussed that we would like to encourage more use on Hill versus Royal Oak because Hill is signalized.

Commissioner Honchell asked about the time of delivery.

Rob Wadley, Kum and Go, discussed that they do not like to deliver during busy times.

Commissioner Winston asked about Aubrey Shepherd's question about the Campus Crest project on the Washington County Sale Barn site.

Garner stated that a development plan is currently under review but we're not sure when or if it will be built.

Erin Rushing, applicant, asked the commission if pedestrian access to Royal Oak Parkway were required would steps be allowed because there is a 10-foot retaining wall.

Commissioner Hoskins asked if the grades of the site could be changed to alter the slopes.

Newman answered 'yes'.

Commissioner Hoskins asked about a driveway connection being proposed between the two ponds.

Newman discussed it was not feasible as the grading plan is currently proposed.

Commissioner Chesser asked about stacking onto Hill Avenue.

Garner discussed stacking onto Hill Avenue and that it was a concern, but that the curb cut meets the minimum.

Motion #1:

Commissioner Winston made a motion to approve LSD 11-3966:

Condition of approval #1: finding in favor of the variance for the curb cut on Martin Luther King Boulevard as recommended by staff with a right-in, right-out only access.

Condition of approval #2.a: finding in favor of requiring sidewalk access from Royal Oak Parkway to the gas station, and that steps are acceptable as part of the sidewalk connection.

Condition of approval #2.b: finding that vehicular access from Royal Oak Parkway to the gas station is not required.

Finding in favor of all other conditions of approval as recommended by staff in the report.

Commissioner Griffin seconded the motion. **Upon roll call the motion failed with a vote of 4-5-0 (Commissioners Chesser, Honchell, Hoskins, Earnest, and Cabe voting 'no').**

Motion #2:

Commissioner Chesser made a motion to approve LSD 11-3966, finding in favor of all conditions of approval and recommendations made by staff in the staff report including the following:

Condition of approval #1: finding in favor of the variance for the curb cut on Martin Luther King Boulevard as recommended by staff with a right-in, right-out only access.

Condition of approval #2.a: finding in favor of requiring sidewalk access from Royal Oak Parkway to the gas station.

Condition of approval #2.b: finding in favor of requiring vehicular access from Royal Oak Parkway to the gas station.

Finding in favor of all other conditions of approval and variances as recommended by staff in the report.

Commissioner Honchell seconded the motion. **Upon roll call the motion passed with a vote of 8-1-0 (Commissioner Winston voting 'no').**

Fayetteville
ARKANSAS

PC Meeting of November 14, 2011

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
Glenn Newman, Staff Engineer
THRU: Jeremy Pate, Development Services Director
DATE: ~~November 1, 2011~~ *Updated November 15, 2011*

LSD 11-3966: Large Scale Development (SOUTHWEST CORNER MLK BLVD. & HILL AVE./KUM AND GO, 522): Submitted by CEI, INC. for property located at the SOUTHWEST CORNER OF MARTIN LUTHER KING BOULEVARD AND HILL AVENUE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 2.46 acres. The request is for the development of a gas station with sixteen fuel pumps.

Planner: Andrew Garner

Findings:

Property and background: The subject property is located at the southwest corner of Martin Luther King Boulevard (Hwy 62) and Hill Avenue. The property is a disturbed and undeveloped site with 21.2% tree canopy. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Duplex; Undeveloped	C-1, Neighborhood Commercial; RMF-24, Residential Multi-family 24 Units Per Acre
East	Brenda's Burgers; Coors Plant	I-1, Heavy Commercial and Light Industrial
West and South	Multi-family residential (Hill Place complex)	R-PZD Hill Place

Request: The applicant requests large scale development approval to construct a gas station with 16 fuel pumps and a 4,958 sq. ft. convenience store.

Water and Sewer System: The property has access to existing public water and sewer services.

Adjacent streets and right-of-way: This site is adjacent to the signalized intersection of Martin Luther King (Hwy 62), a principal arterial street; Hill Avenue, a collector street, and Royal Oak Parkway, a local street. Adequate right-of-way exists in conformance with the Master Street Plan along Martin Luther King and Royal Oak Parkway. Royal Oak Parkway is a divided road adjacent to the site with the median under private ownership and not within the City right-of-way. Right-of-way dedication in the amount of 35 feet from centerline along Hill Avenue is required.

Street Improvements: Staff recommends the following street improvements: new sidewalk on

Hill Avenue at the Master Street Plan right-of-way line; street lights at intersections and spaced every 300 feet; any damaged or cracked sidewalk on Martin Luther King and Royal Oak Parkway will need to be replaced prior to final occupancy. Because of the high volume of existing traffic on adjacent roadways combined with increased turning movements anticipated with the proposed gas station, staff recommends a dedicated left-turn signal at the Hill/Martin Luther King intersection. Upgrades to the signal to provide dedicated left turns shall be required of the developer with this project, subject to approval by the Arkansas State Highway Department.

Tree Preservation:

Existing Canopy: 21.2%	*Preserved Canopy: 5.1%	Required Canopy: 20%

*Mitigation Required: See attached memo from Urban Forester.

Access Management/Connectivity: The subject site is bounded by public streets on the north, west and east sides. The north side of the property is adjacent to Martin Luther King (Hwy 62, a principal arterial street), the east side is adjacent to Hill Avenue (a collector street), which is a signalized intersection, and the west side is adjacent to Royal Oak Parkway, which is a local street. The access management ordinance states that access shall be taken from the street with the lower functional classification, in this case Hill Avenue and Royal Oak Parkway. Where a curb cut must access the arterial street, it shall be located a minimum of 250 feet from a driveway or intersection.

These standards were adopted so that new access to development would not create or contribute to unsafe or congested conditions, especially along arterial roadways. As new access points are created, the potential for vehicle conflicts between through traffic and traffic using the access increases. In addition to decreased safety, poorly designed access points increase congestion and traffic delays.

The applicant proposes a 39-foot wide full access in, right-out only, driveway on Martin Luther King, a principal arterial. This access requires a variance for the following reasons:

- The site has available access on two adjacent lower classification streets.
- The proposed curb cut is approximately 119 feet from the intersection of Royal Oak Parkway/Martin Luther King, and 240 feet from the intersection of Martin Luther King/Hill Avenue, when 250-foot separation is required.

At the technical plat review meeting City staff indicated to the applicant that they were not in favor of a full access curb cut onto Martin Luther King due to traffic safety concerns and available access on two adjacent side streets. Staff recommended some options instead a full access curb cut onto Martin Luther King to make the lower classification streets the priority for access consistent with ordinance. The options that were suggested by staff included a full access to Royal Oak Parkway and a right-in only curb cut onto Martin Luther King. Other options included a right-in only access on Martin Luther King and an exit/entrance from the gas station to Royal Oak Parkway.

The applicant has provided a letter (attached) that discusses their consideration of various access options. The current proposal now includes a full access in and a right-out only curb cut onto Martin Luther King and a full access onto Hill Avenue. The main reasons stated by the applicant for the proposed access onto Martin Luther King include ease of transport truck delivering fuel to the store and concerns with site distance at the intersection of Royal Oak Parkway.

Access Management Variance Recommendation:

Staff does not support the applicant's variance request finding that the proposed curb cut does not meet the intent of the Access Management ordinance that states:

"Property that fronts onto two public streets shall place a higher priority on accessing the street with the lower functional classification, ex. Local and Collector."

The applicant has not designed their site with this ordinance in mind. Rather, the applicant has designed the site by placing a higher priority on accessing the Principal Arterial, rather than the adjacent Local Street, Royal Oak Parkway, and the adjacent Collector Street, Hill Avenue. The primary entrance to this development is proposed off of the Principal Arterial. This is in direct conflict with the Access Management ordinance quoted above.

The ordinance also states:

"Where a street with a lower functional classification exists that can be accessed, curb cuts shall access onto those streets."

The proposal does not provide connectivity to Royal Oak Parkway, in conflict with the ordinance quoted above.

Staff has conducted several site visits to observe traffic flow, site distance, and turning movements in the area. The site has adequate access on two adjacent side streets, including a signalized intersection at Hill Avenue. The proposed full access in and right-out only curb cut on Martin Luther King (MLK) may create a traffic safety hazard due to conflicting turning movements, especially with vehicles turning left into the development conflicting with vehicles turning right out of Royal Oak Parkway, and vehicles traveling at relatively high speed east and west on MLK. There is also a potential danger with westbound vehicles entering the turn lane on MLK to turn left into this development, and eastbound vehicles on MLK entering the turn lane to turn left at the signal on Hill Avenue and potential head-on conflict within the stacking of the intersection. This is depicted on a video clip shown at agenda session and planning commission and indicated on a diagram provided by staff. As observed by staff, vehicles stack in the left eastbound lane on MLK because the right lane is required to turn right at the next intersection. This stacking encourages vehicles to travel down the center turn lane of MLK which will be in direct conflict with vehicles heading westbound and turning left into the gas station.

Public Comment: Staff had two phone conversations and received an email from a representative of Hill Place (the adjacent apartment complex to the south). As indicated in the email and as discussed in person at the November 4th Subdivision Committee meeting, Hill Place does not recommend a curb cut for the gas station onto Royal Oak Parkway citing conflicts with the residents of their property. They do request a sidewalk connection.

Recommendation: Staff recommends approval of **LSD 11-3966** with the following conditions:

Conditions of Approval:

1. Planning Commission determination of a variance from Chapter 166.08(F), access management and curb-cut separation. As described above, the applicant proposes a full access in and right-out only curb cut onto Martin Luther King Boulevard 119 feet from the intersection of Royal Oak Parkway/Martin Luther King, and 240 feet from the intersection of Martin Luther King/Hill Avenue. *Staff recommends denial of the variance based on the findings discussed earlier in this report.*

   Staff recognizes that Royal Oak Parkway is constrained for full commercial access to this property because of topography and the existing median. This is a somewhat unique situation and staff feels that a secondary point of access to Martin Luther King Boulevard is warranted based on the size of the parcel and length of street frontage(388 feet). However, in staff's observations any proposal with a curb cut that will allow left in or left out turning movements on MLK will create a dangerous traffic condition. Consistent with Chapter 166.08(F), staff recommends that the proposed curb cut be limited to a right-in and right-out only.

   Should the Planning Commission recommend in favor of the proposed curb cut, the applicant may be required to provide a vehicular traffic safety and site distance study prior to construction permits to verify compliance with basic engineering standards, as determined by City Engineering staff. Additionally, upon construction and prior to occupancy, City staff shall be authorized to require the applicant to make minor changes to this driveway such as signage and painting to make the limited access design as functional as possible.

   PLANNING COMMISSION DETERMINED IN FAVOR OF A VARIANCE AS RECOMMENDED BY STAFF FOR RIGHT-IN AND RIGHT-OUT ONLY (11-14-11).

2. Planning Commission determination to provide access (connectivity) to Royal Oak Parkway. The City's overall policies and ordinances, including UDC Section 166.08 and 166.14(C)(4), encourage connectivity within and between adjacent developments and local roadways.

   According to the adjacent property owner to the south, Hill Place LLC, there are approximately 840 residents on 27 acres within the Hill Place development. Without access to Royal Oak Parkway, drivers or pedestrians that would like to access the proposed gas station from that development will all be forced to use Hill Avenue and potentially wait in a turn lane for a signalized intersection to turn into the gas station, or turn right onto Martin Luther King Boulevard (a principal arterial roadway and state highway) and travel approximately 100 feet then turn right into the gas station. This will unnecessarily result in more potentially dangerous turning movements onto MLK; increase congestion and decrease road capacity.

a. Sidewalk connection. *Staff recommends that a direct sidewalk connection between Royal Oak Parkway and the gas station be provided, in addition to the sidewalk connection that is already shown from Hill Avenue. This recommendation is based on the volume of pedestrian activity in the vicinity and the proposed convenience store use, in addition to UDC Section 172.04.B. There are 840 University of Arkansas students adjacent to the south in Hill Place. These students are within walking distance of the proposed convenience store that will be selling food and groceries. Hill Place LLC has requested that a sidewalk be provided from Royal Oak Parkway to the gas station.*

b. Vehicular connection. *Staff recommends that the proposed development provide vehicular access to Royal Oak Parkway consistent with the City's overall policies and ordinances to provide complete, compact, and connected communities, including UDC Section 166.08 and 166.14(C)(4). Staff does not recommend a median cut on Royal Oak Parkway, resulting in a right-in, right-out access on this northbound section of the boulevard street.*

PLANNING COMMISSION DETERMINED IN FAVOR OF A VEHICULAR AND SIDEWALK CONNECTION TO ROYAL OAK PARKWAY (11-14-11).

3. Planning Commission determination of a variance request from Chapter 172.04(E), Parking Lot Design Standards. The applicant has submitted a variance request from the maximum drive aisle width requirement of 24 feet and proposes to utilize a range of drive aisle widths from 30 feet to 33 feet to accommodate turning radius required for large truck parking lot circulation and access to the underground gasoline storage tanks. An Autoturn diagram has been added to the site plan on Sheet 5 of the submitted plat to indicate that the request is justified. *Staff recommends approval of the variance request to exceed the maximum drive aisle width of 24 feet to accommodate the turning radius of the large trucks, as indicated on the diagram.*

PLANNING COMMISSION DETERMINED IN FAVOR OF THE VARIANCE (11-14-11).

4. Planning Commission determination of Commercial Design Standards. *Staff recommends in favor of the proposed design finding that the building meets the minimum requirements of the Commercial Design Standards.*

PLANNING COMMISSION DETERMINED IN FAVOR (11-14-11).

5. Planning Commission determination of street improvements. *Staff recommends the following street improvements along this site's three street frontages:*

   a. New sidewalk on Hill Avenue at the Master Street Plan right-of-way line.
   b. Street lights at intersections and spaced every 300 feet.
   c. Damaged or cracked sidewalk on Martin Luther King and Royal Oak Parkway shall be replaced prior to final occupancy.
   d. Because of the high volume of existing traffic on adjacent roadways combined with

increased turning movements anticipated with the proposed gas station, staff recommends addition of signal heads to provide protected left-turns at the Hill/Martin Luther King intersection. Upgrades to the signal to provide protected left turns for northbound, eastbound, and westbound traffic shall be required of the developer with this project, subject to approval by the Arkansas State Highway Department.

PLANNING COMMISSION DETERMINED IN FAVOR (11-14-11).

6. Planning Commission determination of a variance from UDC Section 177.04(C)(1)(b) that requires a maximum run of 12 parking spaces without a tree island. The applicant has indicated that this requirement would place a tree in front of the convenience store blocking view of the gas pumps from the store clerk. *The Urban Forester recommends in favor of the variance finding agreement with the applicant's justification.*

PLANNING COMMISSION DETERMINED IN FAVOR OF THE VARIANCE (11-14-11).

7. Right-of-way dedication in the amount of 35 feet from centerline is required along the project's Hill Avenue Street frontage and shall be dedicated by easement plat or separate document prior to building permit.

8. The number of parking spaces on the large scale development plan exceeds the maximum allowed by City ordinance and is subject to review and approval by the Planning Commission as a Conditional Use Permit (CUP 11-3968). If the conditional use permit is denied the development plans will be required to be modified to meet City ordinance.

9. Denial of the requested access to Martin Luther King Boulevard may require significant revisions to the site plan and project layout. These changes may require a major modification approval from the Planning Commission at a future hearing date.

10. A vegetative screen, as indicated on the submitted landscape plan, shall be installed along the west and southern property line to screen the commercial use from the adjacent residential use.

11. Any fencing shall comply with commercial design and design overlay district standards.

12. All tree preservation, landscape, and fire department conditions included herein shall apply.

Standard conditions of approval:

13. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.

14. If applicable, a business license shall be obtained prior to opening the business to the public.

15. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).

16. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

17. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.

18. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**

19. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**

20. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**

21. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.

22. Large scale development shall be valid for one calendar year.

23. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.

24. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits
    b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
    c. Separate easement plat for this project that shall include the tree preservation area

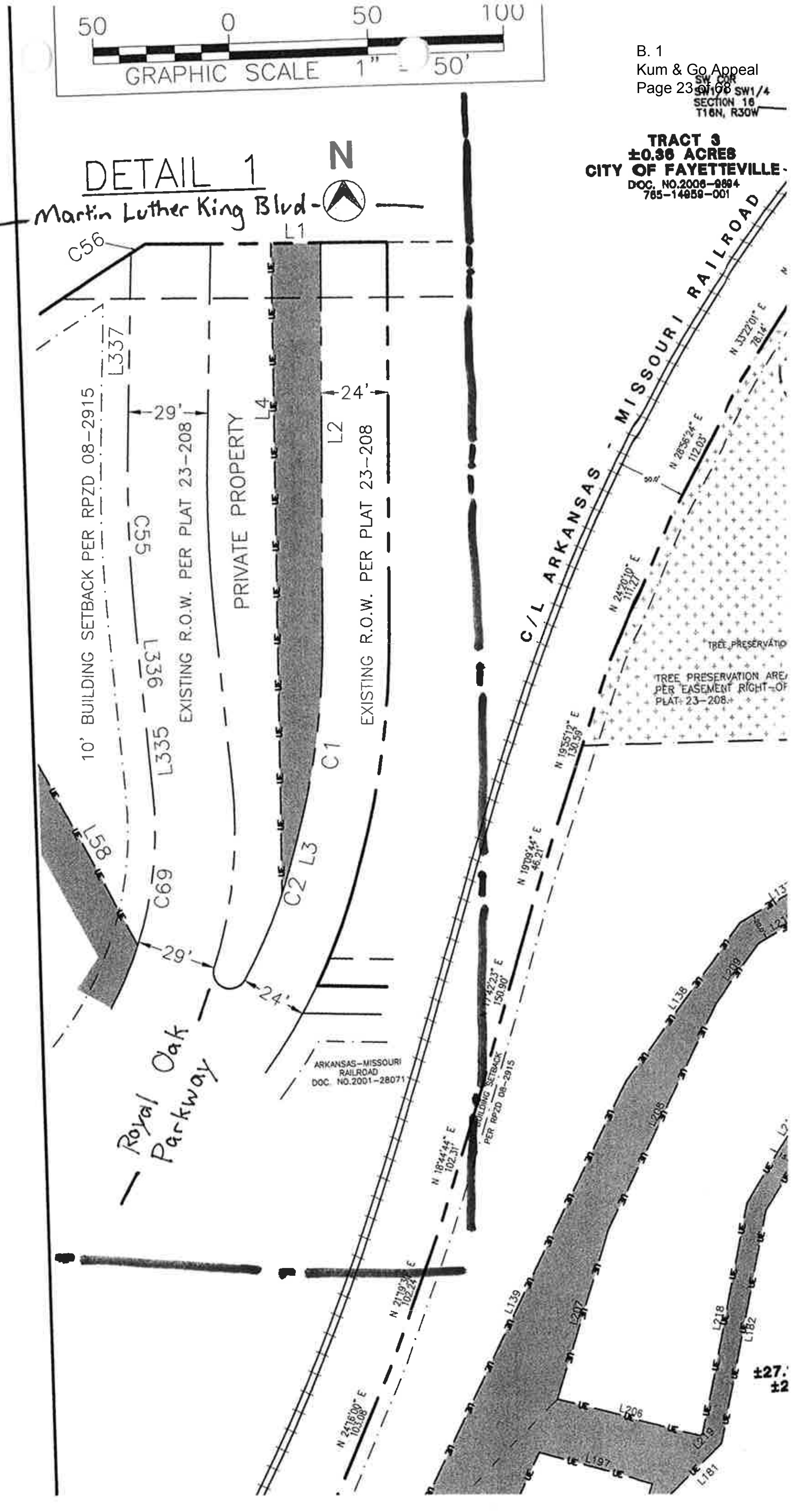
and all utility easements.

d. Project Disk with all final revisions
e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action: **X Approved** ☐ **Tabled** ☐ **Forwarded**

Meeting Date: November 14, 2011
Motion: Chesser
Second: Honchell
Vote: 8-1-0 (Commissioner Winston voted 'no')

Hill Place
Easement Plat



From: Ron Koretz <rkoretz@bluevistallc.com>
To: Andrew Garner <agarner@ci.fayetteville.ar.us>
Date: 10/21/2011 1:21 PM
Subject: Gas Station in Fayetteville, AR

Andrew -

Thank you for taking time to discuss the proposed new Kum & Go development at the corner of MLK and Hill Avenue. On behalf of the owner of the adjacent Hill Place student housing project, BVP Hill Place, LLC, I would like to have our input placed on the record for the City of Fayetteville Planning Commission.

BVP Hill Place, LLC is not opposed to the Kum & Go development. However, we do strongly oppose an entrance to the new development on Royal Oak Parkway. Such an entrance would present a safety hazard to our 840 residents, many of whom walk to and from school on a daily basis. If such an entrance (a "right-in, right-out" on Royal Oak) to the Kum & Go were in place, many cars would enter south on Royal Oak and make a U-turn in what is our parking lot. The U-turns would take place between two of our residential buildings and our clubhouse, which is the source for heavy daily foot traffic. This is also in the middle of the route student walking to school take. The potential U-turn drivers would make - as an unconventional driving method - is typically unexpected, further putting our residents at risk. Further, this would make what is a quiet, residential side street with heavy foot traffic a highly driven street where cars are entering for commercial purposes.

Therefore, we are in favor of an entrance to the Kum & Go on MLK State Highway 62.

Finally, we would like to have a sidewalk entry from Royal Oak Parkway to the Kum & Go. This would increase safety for our residents when they walk to the gas sation and convenience store.

Please let me know if you have any questions.

Ron Koretz,

on behalf of BVP Hill Place, LLC

Ronald W. Koretz | Vice President, Asset Manager

Blue Vista Capital Management, LLC | 111 South Wacker Drive, Suite 3300 | Chicago, Illinois 60606
direct 312.324.6082 | mobile 312.662.8520 | fax 312.578.0139
rkoretz@bluevistallc.com<mailto:rkoretz@bluevistallc.com> | www.bluevistallc.com<http://www.bluevistallc.com/>

ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

3108 S.W. Regency Parkway, Suite 2
Bentonville, AR 72712
479.273.9472 Fax 479.273.0844

DISTRIBUTION:
RER/File
Kum & Go, L.C.

October 6, 2011

City of Fayetteville
Planning Commission
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Planning Department

Re: Kum & Go #413 – Variance Request for Driveway Access
Martin Luther King Jr. Blvd & Hill Ave.
Fayetteville, Washington County, Arkansas
CEI Project No. 26728.0

To Fayetteville Planning Commission:

This is a formal request for a variance from the City of Fayetteville's Unified Development Code (Street Design and Access Management, Ch. 166.08 (F)(1)(a). This ordinance requires curb cuts or access points to be located where a street with a lower functional classification exists and that can be accessed, curb cuts shall access onto those streets. In this case being Hill Ave. Furthermore, when necessary, curb cuts along arterial streets shall be shared between two or more lots, in this case being Royal Oak.

This requirement cannot be achieved for a shared access point located at the intersection of Martin Luther King Jr. Blvd and Royal Oak. By doing so, it would create a steep grade at the point of ingress/egress to the Kum and Go site due to the existing grade of Royal Oak. In addition to, by providing a shared access at this location would create a challenge to drivers exiting onto Martin Luther King Jr. Blvd. Such a challenge would be the site distance to the west. Currently there is an existing train bridge crossing over Martin Luther King Jr. Blvd with an existing bridge abutment located at the sidewalk. For any one driver exiting from Royal Oak onto Martin Luther King Jr. Blvd, the location of the said abutment may hinder that driver's ability to see on-coming traffic traveling east along Martin Luther King Jr. Blvd.

Due to these existing conditions, we recommend providing a full access to and from the proposed Kum and Go site located along Martin Luther King Jr. Blvd. By providing a full access point at this location will increase the site distance to the west by increasing the distance between the existing train bridge abutment and the proposed access drive and will also improve the site distance to the east in regards to the crest of the roadway along Martin Luther King Jr. Blvd. Furthermore, by providing two access points for the proposed site would thereby create an ease in vehicular movement through the site while assisting in the access of the transport truck during deliveries to the proposed Kum and Go store.

Special conditions exists which are unique to this site and which are not applicable to other sites in the same district. Literal interpretation of the provisions of these ordinances would deprive us of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.

These special conditions do not result from the any actions on our part and granting these variance requests will not confer on us any special privilege that is denied by this ordinance to other sites in the same district.

Large Scale Development (LSD) plans have been submitted to the City Planning Department and shall be considered inclusive of this request including any revisions made throughout the review process.

We appreciate your consideration in this matter, and if you have questions or concerns, please do not hesitate to call.

Respectfully submitted,

R. Erin Rushing

R. Erin Rushing, RLA
Department Leader
CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

3108 S.W. Regency Parkway, Suite 2
Bentonville, AR 72712

479.273.9472 Fax 479.273.0844

DISTRIBUTION:
RER/File

September 15, 2011

City of Fayetteville
Planning Commission
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Alison Jumper, RLA

Re: Kum & Go #413 – Site Analysis Report
SW Corner of MLK and Hill
Fayetteville, Arkansas
CEI Project No. 26728.0

To Fayetteville Planning Commission:

The proposed project is at the southwest corner of Martin Luther King Jr. Blvd and Hill Avenue for the intended use of a convenience store and fueling station.

The proposed site is 2.46 acres in size.

The building size proposed is 4958 square feet with a detached fuel station with 8 fuel dispensers. The number of proposed parking spaces is 33.

Currently the site is undeveloped and has been primarily vacate since 2005.

The site is sloping from north to south approximately 25 feet in vertical change and is covered with either granular base rock from an old parking facility and/or un-maintained underbrush. There are numerous trees that are in the center of the site and scattered throughout the property. We are proposing to remove only the trees that are within the interior of the project and protect the trees that are along the exterior property boundaries.

The site layout consists of a convenience store in the middle of the project site, a fuel canopy in front of the convenience store and 3 drive cuts onto adjacent public streets. The primary driveway is at the northwest corner of the site onto MLK as far east as possible. This driveway is located as far west away from the signalized intersection to minimize conflict with the Hill Avenue north bound traffic turning movements. The two secondary drive cuts are on Hill Avenue, which the southern most drive lines up with the front of the store making it easy for the customer to enter and exit the site with as little turning movements as possible. The northern most drive cut is utilized for delivery of goods to the store, trash pick up, and secondary access to Hill.

Within Kum & Go's business model the front of the store always faces the primary access point or major street, which in this case is MLK with secondary access onto Hill. It is a requirement by Kum & Go that the fuel dispensers be located in line with the front of the store so the cashiers at the front counter have full visible access to the fuel dispensers at all times to reduce the potential for drive-offs so the store can only be shifted minimally off of the centerline of the canopy before it affects this sight line.

In regards to vehicular circulation, again access to the primary street is required as well as a secondary access point required. Adequate vehicular circulation around the fuel dispensers is critical for the patrons utilizing the convenience store, as well as providing adequate buffering around the fuel dispensers themselves for safety purposes. At the main entrance to the store the preferred distance from canopy to the back of the parked cars is 39 feet in order to accommodate not only vehicular traffic entering the parking spaces from three different directions but this area needs to accommodate a 60' long fuel transport truck which will access the site 2-3 times per day.

There are numerous concessions Kum & Go has made to the overall site plan during the design and review process. For starters they pushed the development/impact area north as much as possible to save the trees along the south portion of the property. The site utilizes a dual stormwater detention pond system in order to utilize the areas outside of the limits of the tree canopy for detention storage and save the trees. Other accommodations include the construction of a 6-7 foot tall retaining wall 475 feet in length around the entire south and west side of the developed area to minimize the impact to the root zone of the trees to be saved and limit the area of disturbance.

Along the eastern property line in the middle of the site exists a 42" Hackberry Tree that could not be saved due to its location relative to the front of the store and the need for the secondary driveway onto Hill in this location. Kum & Go looked at alternative locations for the drive, however as mentioned above vehicular circulation parallel to the front of the store is a necessity for the operations, ease of access and safety to the patrons.

Mitigation for trees to be removed include a combination of some additional on-site tree plantings as well as payment to the City tree fund for any additional trees that can not be accommodated within the confines of the site.

Large Scale Development (LSD) plans have been submitted to the City Planning Department and shall be considered inclusive of this request including any revisions made throughout the review process.

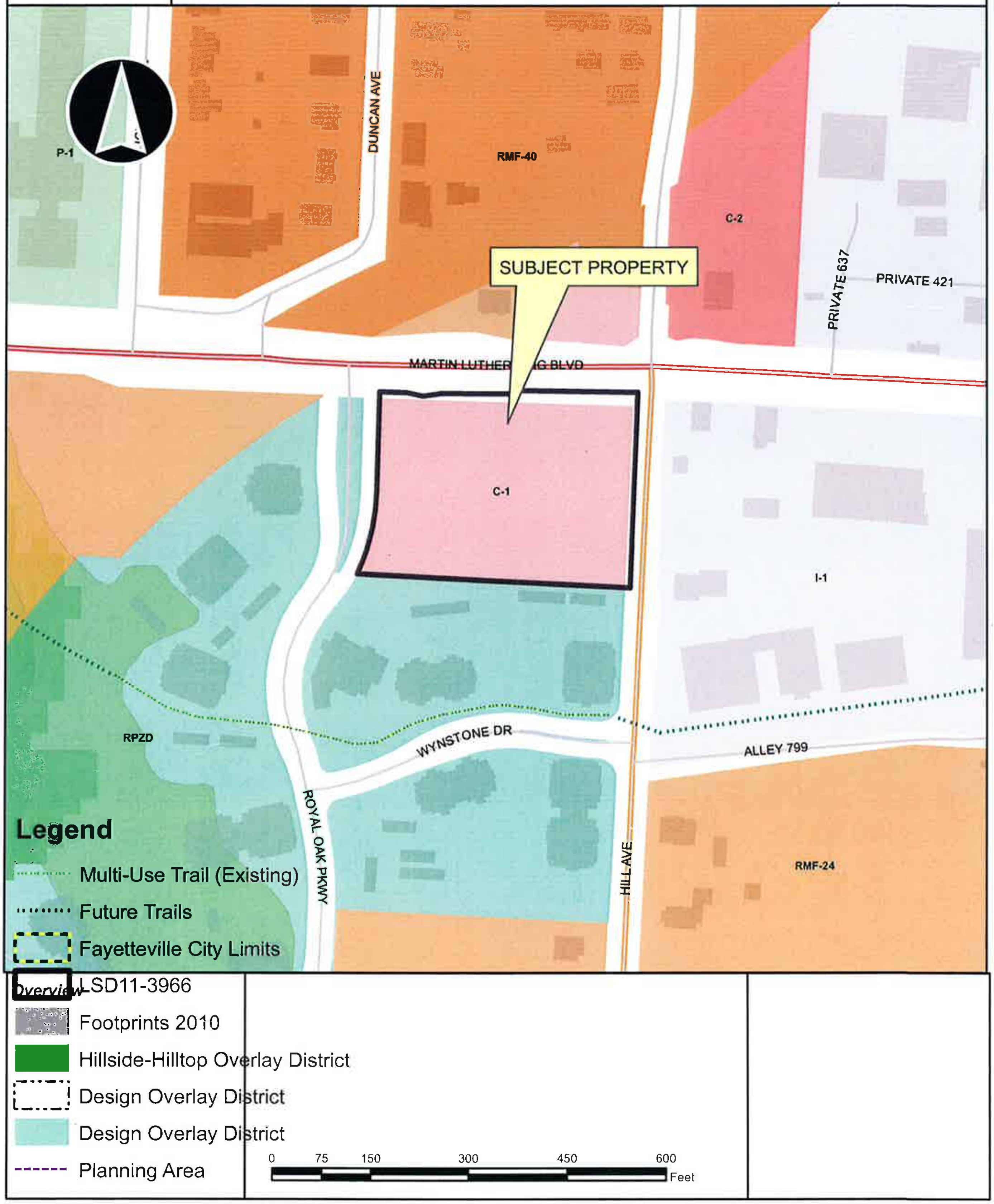
We appreciate your consideration in this matter, and if you have questions or concerns, please do not hesitate to call.

Respectfully submitted,

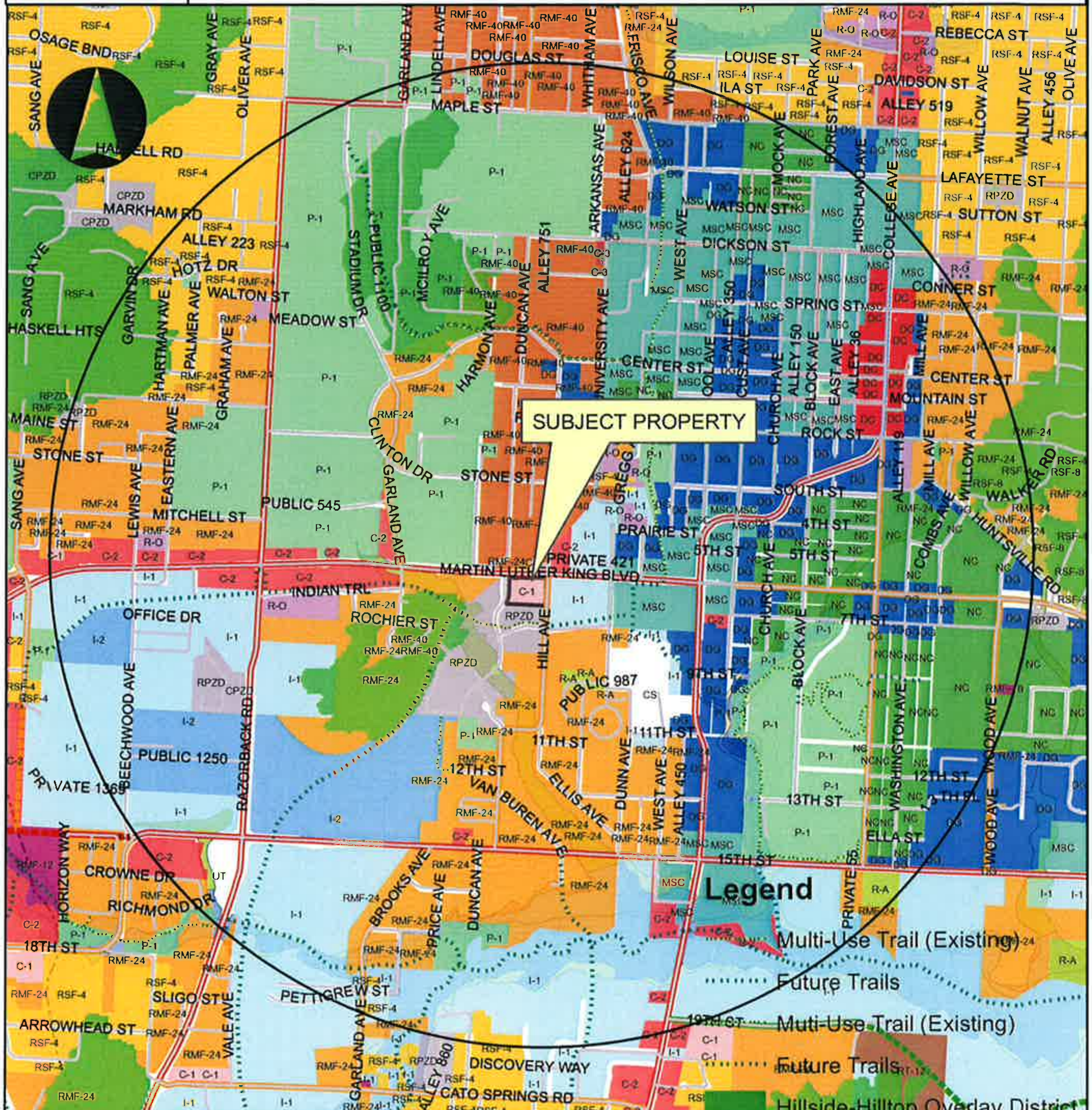
R. Erin Rushing

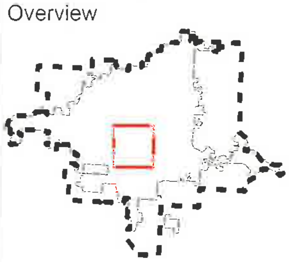
R. Erin Rushing, RLA
Department Leader – Local Development
CEI Engineering Associates, Inc.

LSD11-3966	KUM AND GO
Close Up View	



LSD11-3966	KUM AND GO
One Mile View	





Overview

Legend

Subject Property

LSD11-3966

Boundary

LSD11-3966

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

Precision

Kum & Go has a vibrant history of growth and innovation. We attribute this success to our outstanding associates and how they approach our business each and every day. Our culture is built upon **seven core values** including:

Caring **FAMILY** **Discipline** *Integrity* **Teamwork** **PROFESSIONALISM** Work Ethic

These core values heavily influence how Kum & Go is able to provide our customers with positive experiences, friendly services and quality products. We continually seek ways to improve how we interact with our customers. When they stop in our stores, we want to help them get on their way faster and make their lives easier.

At Kum & Go, we make smart decisions by using facts, sound data and timely information. Our research guides us to make these decisions and we take pride in knowing our offerings have been specially selected with our customers in mind.

We follow a simple philosophy when it comes to environmental stewardship and sustainability: *let's make a difference in how we do business and build our stores.*

We strive to be a responsible retailer and a good corporate citizen in the communities in which we serve.

We Go All Out!

Passion

"For those of us who work with Kyle and Sharon on a regular basis, we see first-hand the compassion, caring and commitment that they have toward improving the communities in which Kum & Go does business."
– Dennis N. Folden, Chief Operating Officer

Kum & Go shares 10 percent of our profits with charitable and educational causes each year. Our dedication to giving back extends to a variety of important charitable causes.

In 2010, Kum & Go President and CEO Kyle J. Krause, along with his wife, Sharon received the Outstanding Individual Philanthropist of the Year award by the Association of Fundraising Professionals in Iowa.

Kyle J. Krause, along with his wife, Sharon, were also honored with *The Des Moines Register's* "2010 Iowa Star Award." This prestigious award recognizes central Iowans who have given back to the community and made an extraordinary difference.

People

Customer Testimonials

"The infectious smile and engaging way of Kirby, Smile Project Winner #10, will pick you up... The 22 year-old Sioux City native has only worked at this Kum & Go since July, but she's already taken ownership of her customers' happiness and satisfaction...I've been a regular there for about a month and found her at the counter, holding a caffeine-free diet Pepsi in one hand and a Kit-Kat in the other for me."

— Unsecret Mystery Shopper, West Des Moines, Iowa

"I travel clear across town because of how they treat me as a customer and because I feel like they are my family...that's what I call phenomenal service they were my heroes."

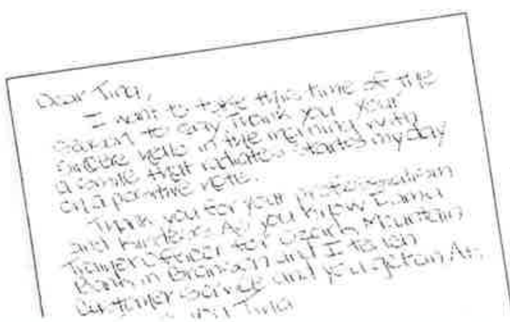
— Letter from Peggy W. of Burlington, Iowa

"Thank you for your professionalism and kindness...you get an A+"

— Handwritten Note from Nitabelle S. of Branson, Missouri

"He proceeded to go out in the rain and change her tire...for a customer who had her hands full with two young kids..."

— Email about Mick R. at Store 2091 in West Des Moines, IA



Dear Tina,
I want to take this time of the season to say Thank you. Your smiling hello in the morning with a smile that always starts my day on a positive note.
Thank you for your professionalism and kindness. As you know I am a [illegible] for Ozark Mountain Bank in Branson and I [illegible] customer service and you get an A+.
[illegible]

"...Kum & Go, because of that experience, I will stop & shop, as often as possible."

— Online Blog by Dave H.

"Stephanie went over to the man and immediately took action to save his life..."

— Going All Out! Nomination from Kum & Go Associate

Fast Facts

5th
largest privately held, company-operated convenience store chain in the United States

10%
of annual profits go to charitable and educational causes each year

4,000
Kum & Go associates

About Kum & Go

- 400,000 daily customers
- 430+ stores in 11 states
- Inc. 5000: #20 in total revenue
- Forbes ranking: #238
  (largest privately held company) 2008 & 2009

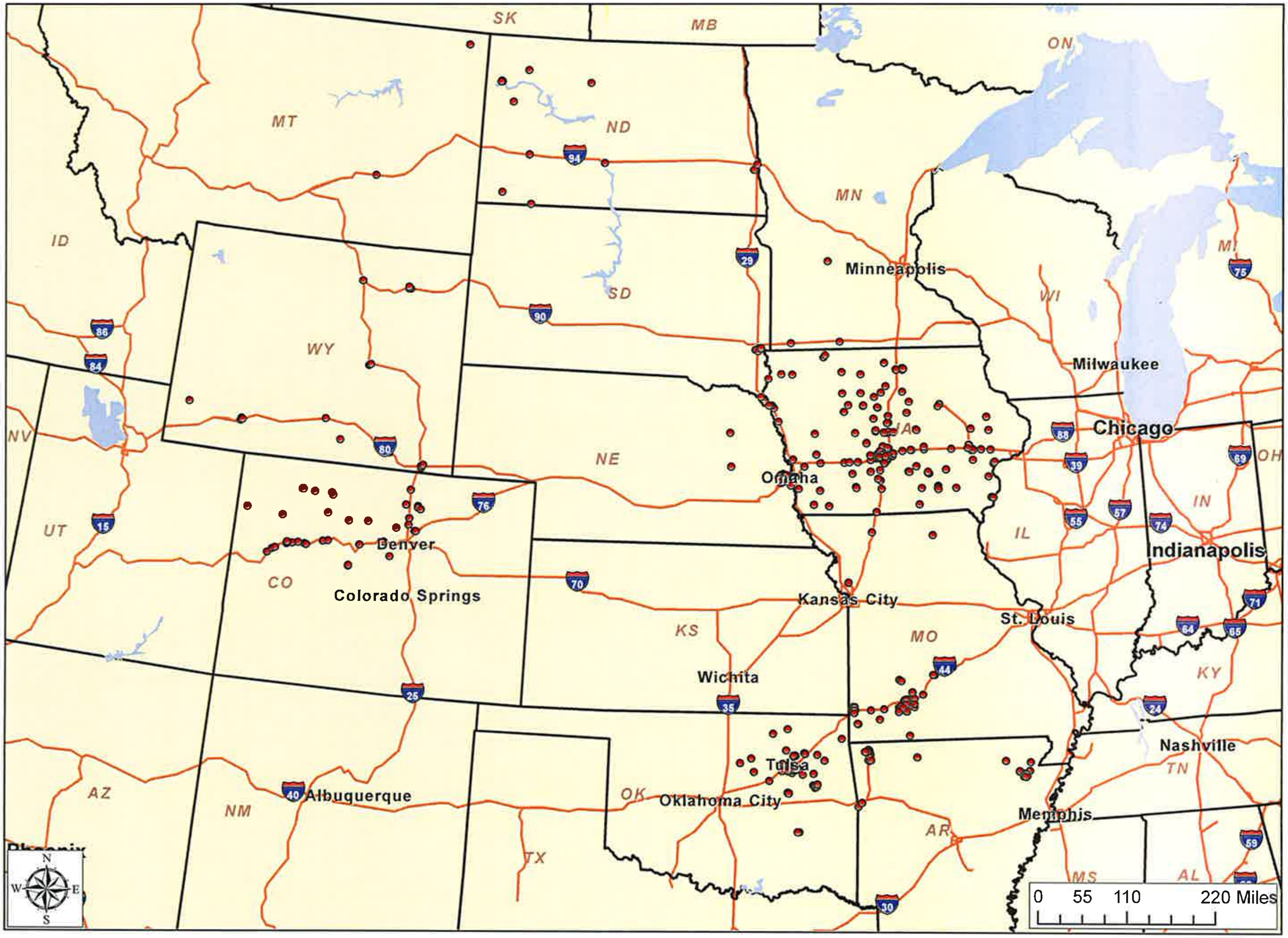
Kum & Go Leads The Way

- Largest E85 retailer in the state of Iowa
- One of the first convenient store chains in the nation to offer a 10% ethanol blend
- First convenience store in Iowa to receive LEED certifications for two stores

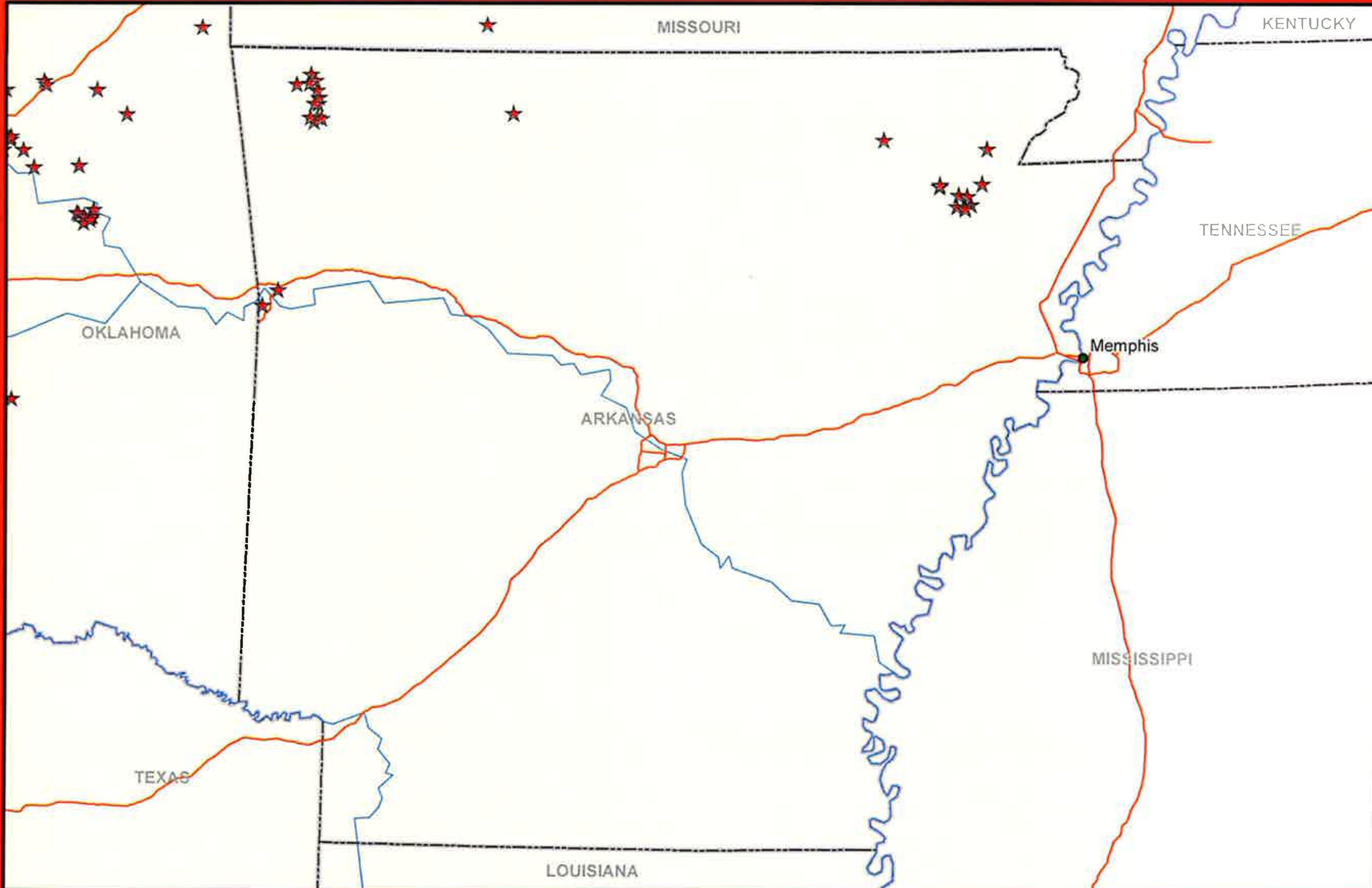
Kum & Go Recent Recognitions

- "2011 Iowa Star Award" (Kyle J. and Sharon S. Krause) — *The DesMoines Register*
- "2011 Biodiesel Marketing Award" — *Iowa Secretary of Agriculture*
- "2011 Distinguished Business Leadership Award" (Kyle J. Krause) — *Greater Des Moines Leadership Institute*
- "2011 Alumnus of the Year – Forty Under 40" (Kyle J. Krause) — *Des Moines Business Record*

Kum & Go - Locations



08/10/2011



N
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Kum & Go

Kum & Go Convenience Stores Arkansas

Kum&Go

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★ Kum & Go

Kum & Go Convenience Stores NW Arkansas

Kum&Go

Kum & Go Team

- 2200 Sales Associates
- 800 Sales Managers
- 430 General Managers
- 30 District Supervisors
- 200 Corporate Associates

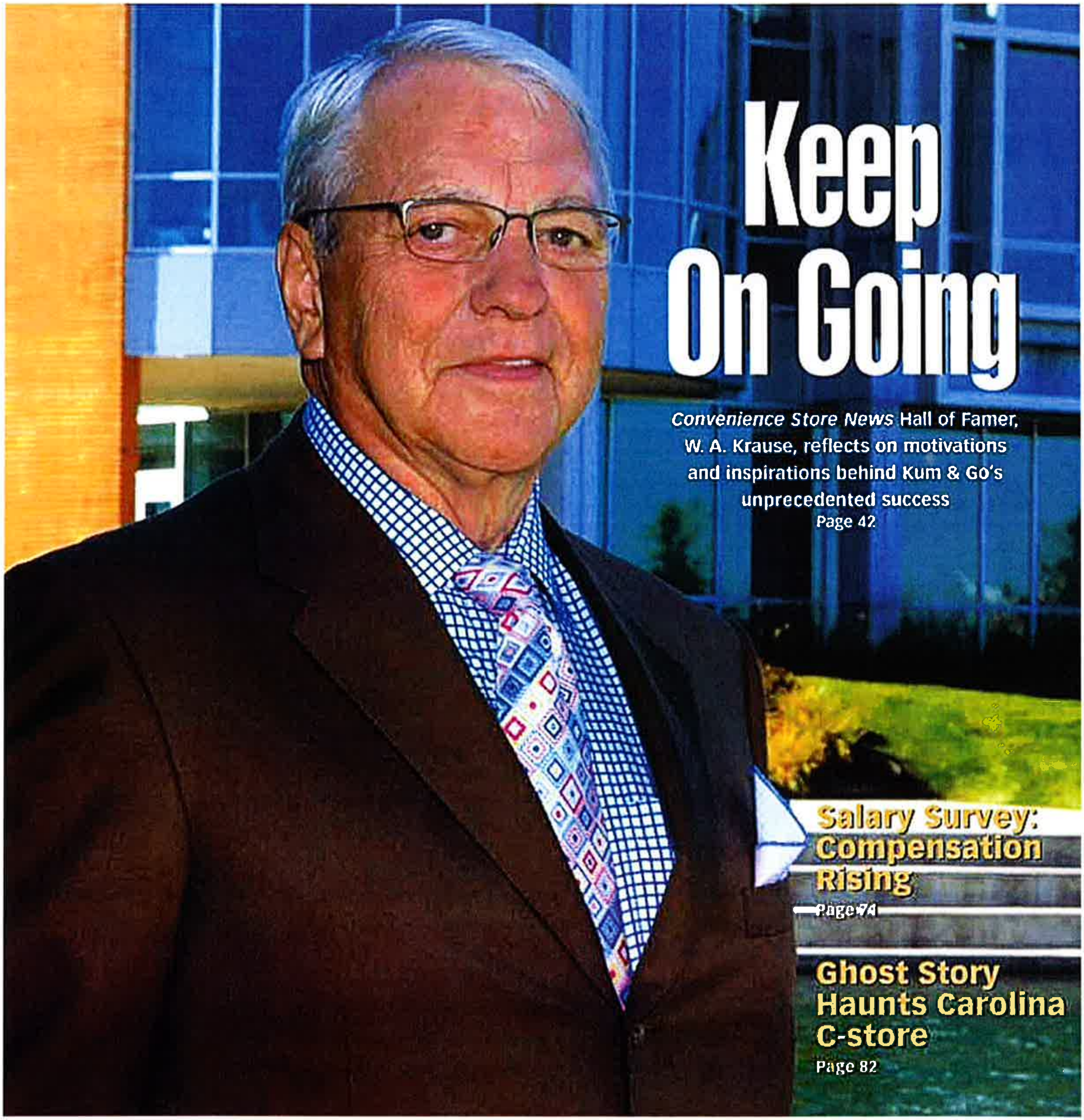
People make the difference and the difference is Kum & Go people. ~W.A. Krause

NACS Show Recap ■ Page 21 | Year in Review ■ Page 1

Convenience Store News

KEEPING THE INDUSTRY AHEAD OF WHAT'S NEXT

VNU
December 11, 2006 Volume 42/Number 15



Kum & Go Planning 8-10 Stores in Cedar Rapids Area

Construction work continues on a Kum & Go being built near I-380 in North Liberty on Wednesday, December 2, 2009. (Crystal LoGiudice/The Gazette)

Story Created: Jul 27, 2011 at 11:59 AM CDT
(Story Updated: Jul 27, 2011 at 11:59 AM CDT)

CEDAR RAPIDS, Iowa - Kum & Go is coming to the Cedar Rapids area in a big way over the next several years.

The West Des Moines-based convenience store chain is planning eight t0 10 new locations in Cedar Rapids, Hiawatha and Marion, all incorporating "green" environmentally-friendly design.

Construction is progressing on a Kum & Go at Kirkwood Boulevard and Miller Avenue SW and the Cedar Rapids City Council on Tuesday approved the sale of land to Kum & Go at 16th Avenue and Williams Boulevard SW.

Catherine Huggins, a spokeswoman for Kum & Go, said the store at Kirkwood Boulevard and Miller Avenue SW is expected to open in mid to late September and the 16th Avenue and Williams Boulevard SW location will open in 2012. Huggins said each store will employ between 10 and 15 associates.

"We're excited these sites will feature Kum & Go's new store design," Huggins said. "This new store design was made
possible through many ideas and suggestions offered by our associates.

"The new store concept has a greater product offering and fresh food choices such as 'made-to-order' pizzas and bakery items. "

Huggins said another distinguishing feature of Kum & Go's new store design is a strong emphasis on "going green" by incorporating sustainable features.

"The focus on sustainability starts at construction and continues through the store's daily operations," Huggins said. "These new stores will be constructed like all new Kum & Go stores with Leadership in Energy and Environmental Design (LEED) building requirements in mind.

"Materials used for the construction will be sustainable, coming from local companies whenever possible. This will include recycled steel and no volatile
organic compounds in paint and adhesives."

While Huggins declined to comment on the company's plans for additional locations citing competitive reasons, Cedar Rapids City Manager Jeff Pomeranz has confirmed that Kum & Go has expansion plans for the northern end of the Cedar Rapids-Iowa City Technology Corridor.

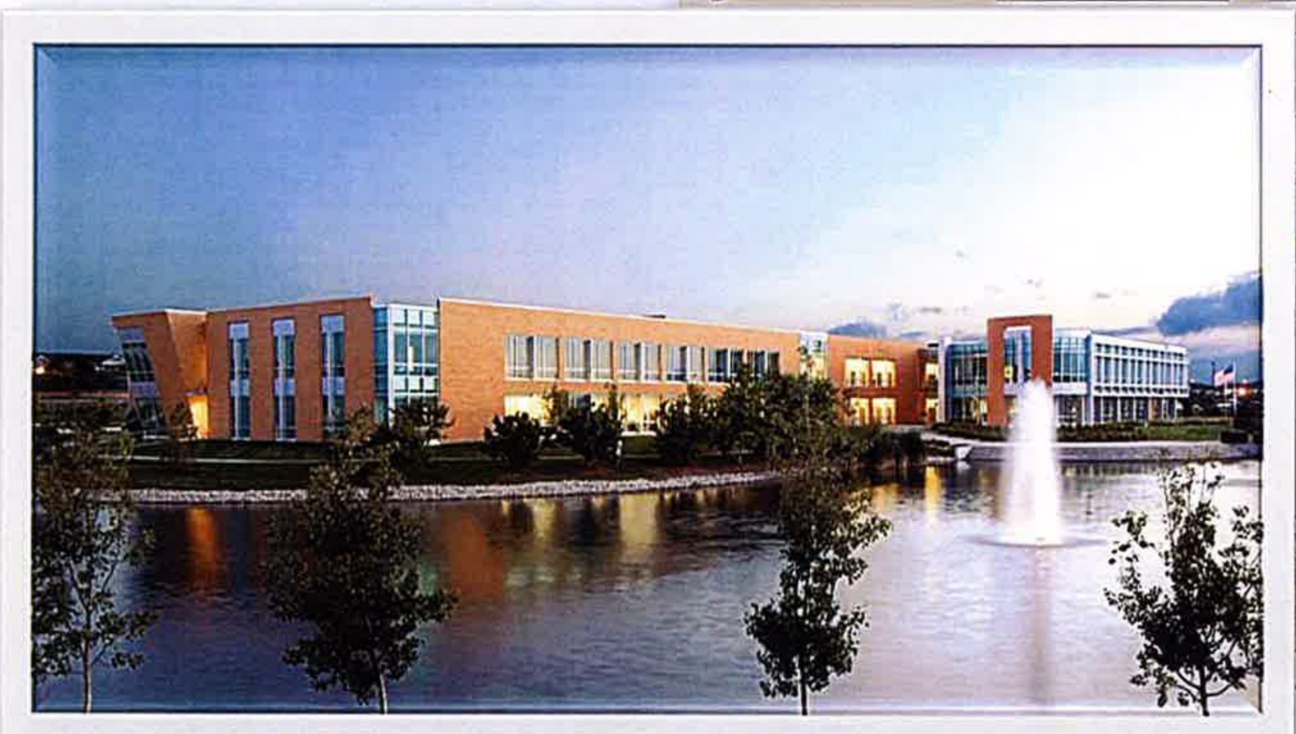
"We met with representatives of Kum & Go not long ago and they have a plan for more than 10 stores that they want to bring to the Cedar Rapids market," Pomeranz said. "They've identified the community as a place where they want to have a significant presence."

Scott Olson of Skogman Commercial has been working with Kum & Go representatives on a number of locations. Olson said the convenience store chain is working through the planning and zoning process on locations in Cedar Rapids, Hiawatha and Marion.

Kum & Go operates a store at 3370 Seventh Ave. in Marion as well as locations in Coralville, Iowa City, North Liberty, Tiffin, Tipton, West Branch and Williamsburg. The company employs more than 4,000 associates at over 430 stores in 11 states.

The fifth-largest privately-held, company-operated convenience store chain in the United States ended 2010 with sales of more than $2 billion.


Kum&Go




U.S. GREEN
COUNCIL
LEED SILVER
2009

KUM & GO #413 FAYETTEVILLE, ARKANSAS

SHIFFLER ASSOCIATES ARCHITECTS, P.L.C.

K U M & G O # 4 1 3 F A Y E T T E V I L L E , A R K A N S A S

S H I F F L E R A S S O C I A T E S A R C H I T E C T S , P . L . C .

Proposed Kum & Go Site
Intersection of MLK Blvd & Hill Ave

Kum&Go

sage partners

ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

3108 S.W. Regency Parkway, Suite 2
Bentonville, AR 72712
479.273.9472 Fax 479.273.0844

DISTRIBUTION:
RER/File
Kum & Go, L.C.

November 18, 2011

City of Fayetteville
City Council
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Planning Department

Re: Appeal of Planning Commission to deny proposed improvements
Kum & Go, #413
CEI Project No. 26728.0

To Fayetteville City Council:

Kum & Go, L.C. respectfully request the appeal to be heard in the decision of Planning Commission's vote at the November 14th, 2011 meeting for approval in the Kum & Go Convenience Store Large Scale Development.

The property is located at the southwest corner of Martin Luther King Jr. Blvd and Hill Ave. The property is currently undeveloped and slopes significantly (Approximately 28-feet) from the north property line to the south property line.

Throughout the City approval process, revisions to the overall site layout were requested by two separate subdivision committee reviews in regards to the Large Scale Development plans.

Under the first Subdivision Committee review (October 13, 2011) and as requested by the committee; Kum & Go was to provide a shared access drive from Royal Oak and shift the Martin Luther King Jr. Blvd access east, approximately 25-feet closer to Hill Ave. This request was accepted by Kum & Go and tabled for the next subdivision committee review for approval to these changes.

Following the second Subdivision Committee review (November 3, 2011) and as requested by the committee; Kum & Go was then directed to remove the shared access drive along Royal Oak due to possible issues in traffic movements around the intersection and due to the geometric roadway configuration. As a result to the existing topography; the roadway became superelevated along the median and grades became steep along the access drive located within the site. Furthermore, the adjacent property owner's representative to Hill Place Apartments stated that they were not in favor of a shared access and would not allow for such access through the privately owned median. In addition, the committee recommended a ¾ access drive with a median which would limit traffic movement to a right-in, left-in, and right-out access only from the Martin Luther King Jr. Blvd proposed access drive. This request was accepted by Kum & Go, revised, and moved forward to Planning Commission, dated November 14, 2011.

Certain restraints have been held to this site in regards to the existing grades, close proximity to the Royal Oak drive, and current City ordinances. Should the site's Finish Floor elevations be lowered to accommodate the shared access drive along Royal Oak, then the MLK Jr. Blvd access drive becomes too steep which in turn limits the access of the delivery trucks. In the case of a right-in only drive; if a potential customer traveling west along MLK Jr. Blvd. chooses not to turn onto Hill Ave. before approaching the site, then the only option left for the driver is a possible "illegal" U-turn or to carrying on further west until finding an appropriate turn-around point.

This property is an ideal location for this type of development and is welcomed by the residents of the Hill Place Apartments and is sure to be a convenience to the Fayetteville community. Several business's along the Marin Luther King Jr. Blvd corridor has in the past and recently been provided the convenience of a full access drive. For Kum and Go to be denied a full access or even a ¾ access drive will only deprive them of the rights or privileges granted to other developments within recent time.

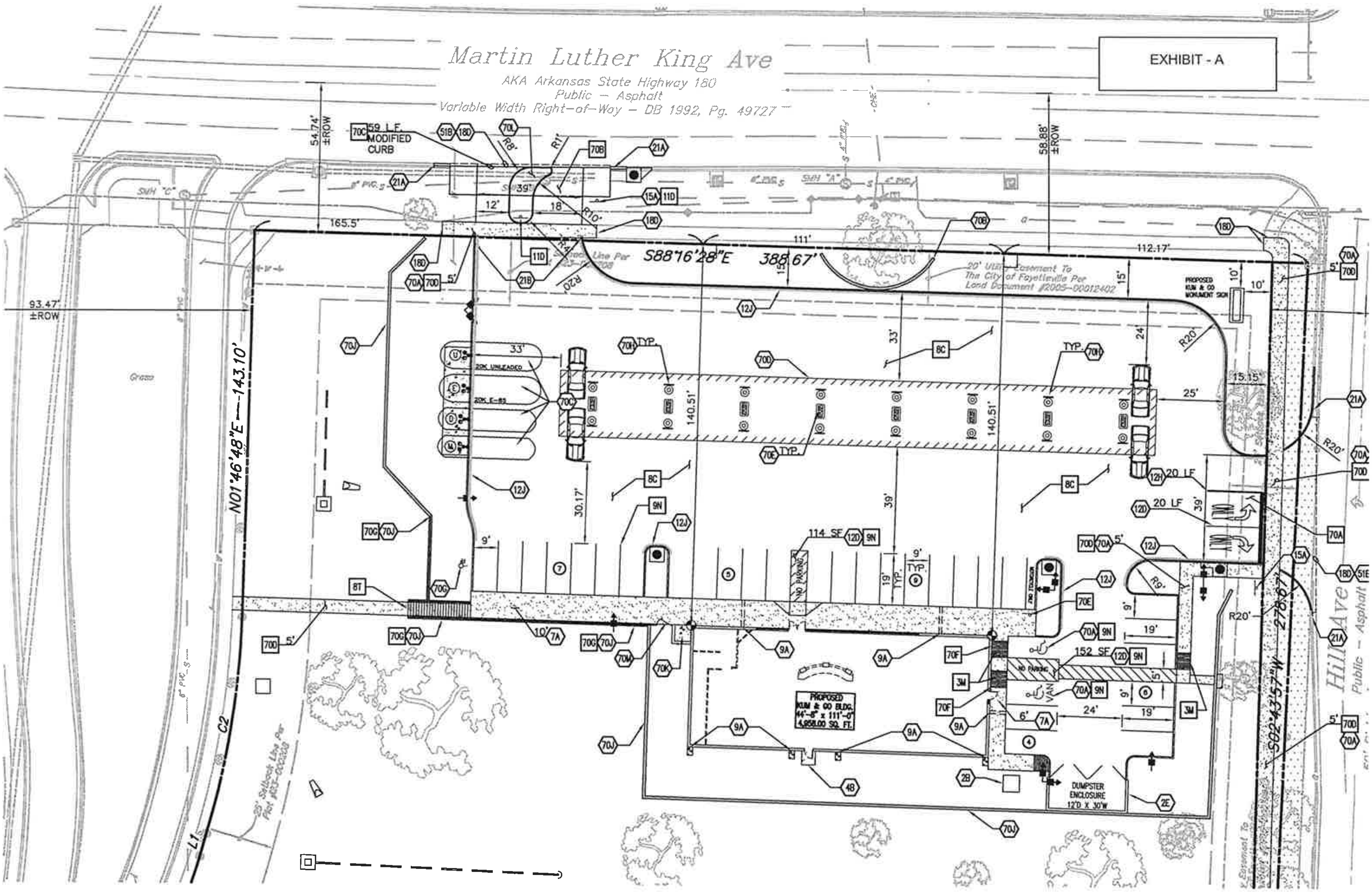
In conclusion, we believe the public health, safety, welfare, and morals would be better served if the Planning Commission's vote were reversed because the highest and best use for this property would be for what the Kum and Go stores represent and the services they provide to a community.

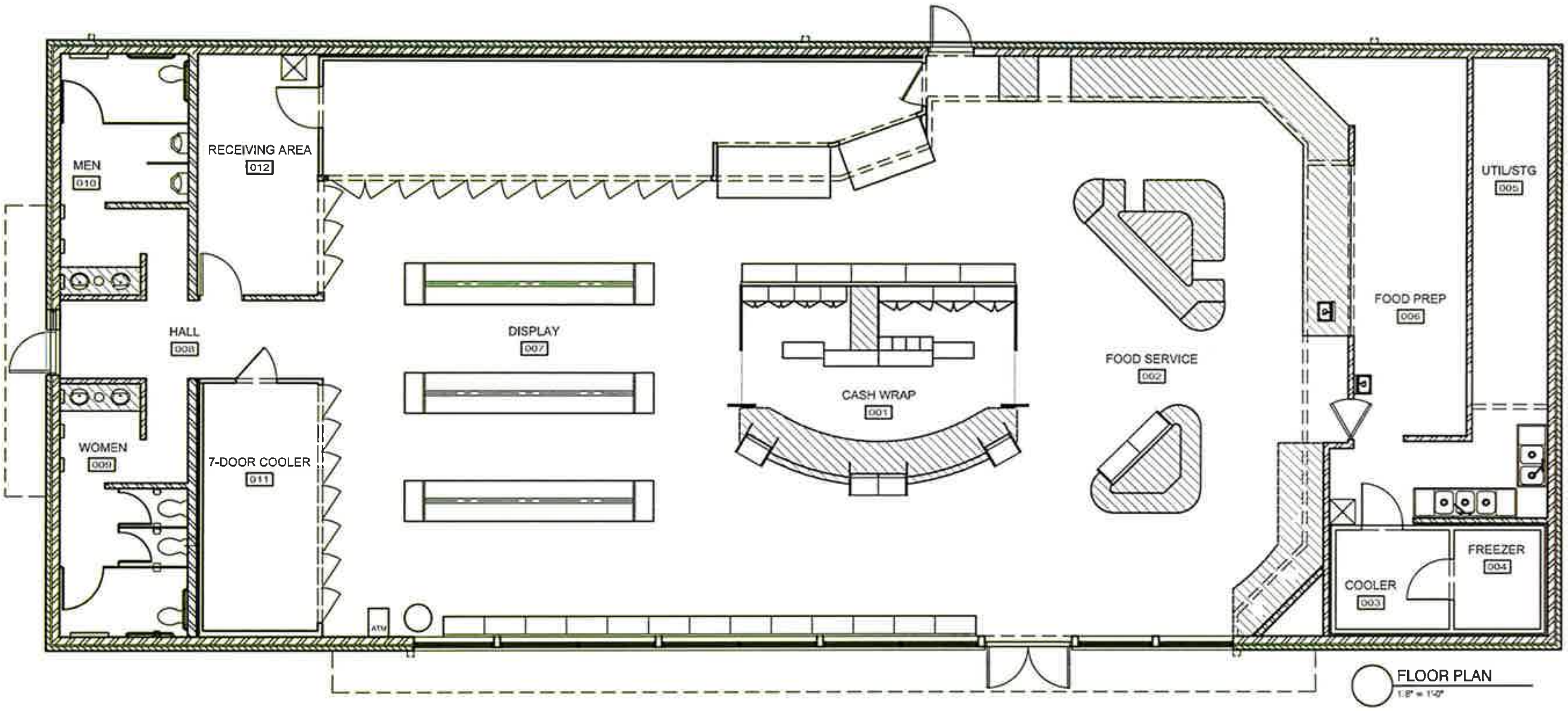
We appreciate your consideration in this matter, and if you have questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

R. Erin Rushing

R. Erin Rushing, RLA
Department Leader
CEI Engineering Associates, Inc.


Martin Luther King Ave
AKA Arkansas State Highway 180
Public — Asphalt
Variable Width Right-of-Way — DB 1992, Pg. 49727
EXHIBIT - A
59 L.F. MODIFIED CURB
S88°16'28"E 388.67'
N01°46'48"E—143.10'
S02°43'57"W 276.67'
20' Utility Easement To The City of Fayetteville Per Land Document #2005-00012402
PROPOSED KUM & GO MONUMENT SIGN
PROPOSED KUM & GO BLDG. 44'-8" x 111'-0" 4,958.00 SQ. FT.
DUMPSTER ENCLOSURE 12'D X 30'W
114 SF
152 SF
NO PARKING
Hill Ave
Public — Asphalt
Grass
54.74' ±ROW
58.88' ±ROW
93.47' ±ROW
165.5'
112.17'
140.51'
20 LF



KUM & GO STORE PROTOTYPE - 4958 SQUARE FEET

SHIFFLER ASSOCIATES ARCHITECTS, P.L.C.

Going Green

Since 1997, Kum & Go has been a leader in distributing biofuel to customers.

- In December, 2009, Kum & Go became the first convenience store in Iowa to receive LEED certifications for two stores
- The LEED Green Building Rating System encourages global adoption of sustainable green building and development practices

FACT SHEET
Kum & Go's New Eco-Friendly Store Design

- In September 2010, Kum & Go President & CEO Kyle J. Krause announced a bold new store design for his convenience store chain. The new eco-friendly concept will be built throughout the company's geographic footprint. According to Mr. Krause, Kum & Go's new store design was developed with input from Kum & Go associates and includes a variety of sustainable features.

- Mr. Krause emphasized this new eco-friendly store design reinforces Kum & Go's position as a leader on sustainability. "We have a duty to be environmentally responsible. It is a serious responsibility that continually benefits our customers and the communities in which we do business," said Krause.

- The new store concept has a greater product selection and fresh food choices such as "made-to-order" pizzas, deli sandwiches, and baked goods.

- Another distinguishing feature of Kum & Go's new store design is the strong emphasis on "going green" by incorporating sustainable features. The focus on sustainability starts at construction and continues through the store's daily operations.

- The new store design is constructed like all new Kum & Go stores with Leadership in Energy and Environmental Design (LEED) building requirements in mind. Materials used for construction will be sustainable, coming from local companies whenever possible. This also includes recycled steel and no Volatile Organic Compounds (VOCs) in paint and adhesives.

- Kum & Go's new store design is approximately 5,000 square feet of space. As a convenience to customers, a larger parking area is created in front of the store. There are two entrances to improve traffic flow within the store.

- Typically there will be more fuel dispensers at these stores and each store will have improved accessibility to the fuel pumps.

- In addition, a feature new to Kum & Go stores is Solatube skylights. The Solatube skylights provide natural light that decrease the energy used in overhead lighting. LED lights will be used in exterior lighting to reduce energy consumption.

- Advanced refrigeration systems will be installed, increasing energy efficiency through improved technology and LED lighting in the coolers.

- The entire Kum & Go store will be on an automated system that will regulate energy use and lighting systems in order to create a more energy efficient store.

# # #

Kum & Go Appeal
Handed out at the City Council Meeting
12-20-11

VEHICULAR TRAFFIC & SITE DISTANCE SAFETY STUDY

NOVEMBER 2011

PROPOSED KUM AND GO CONVENIENCE STORE #413

INTERSECTION OF MARTIN LUTHER KING BLVD & HILL STREET

FAYETTEVILLE, AR

CLIENT: CEI ENGINEERING ASSOCIATES, INC.

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 14310
JOHN H. BOLTE

11/23/11

PREPARED BY:

SAE
SMALL ARROW
ENGINEERING, LLC

216 SOUTH MAIN STREET
PO BOX 1538
Joplin, MO 64802
PHONE: 417-624-2333 FAX: 417-624-2441

SAE PROJECT NO.11151

1.0 Introduction & Objective:

Kum and Go has proposed to locate a convenience store at the southwest corner of the intersection of Martin Luther King Boulevard and Hill Street. CEI Engineering has designed the site improvements and has engaged in the review process with the City of Fayetteville. The City of Fayetteville planning commission and staff have expressed concern about the proposed access on Martin Luther King Boulevard. Small Arrow Engineering (SAE) is in receipt of the Planning Division Correspondence dated November 1, 2011.

The objective of this study is to evaluate the existing traffic and site distance issues as requested by the City of Fayetteville and offer solution that will provide safe access and site distance for the proposed Kum and Go convenience store.

2.0 Description of Existing Conditions:

The proposed convenience store is sited on the southwest corner of the intersection of Martin Luther King Boulevard and Hill Street. Martin Luther King is a five lane arterial street with two east and west bound lanes and a center two way directional turning lane. Sidewalks are present along both sides. The street appears to have excellent stormwater drainage. The Annual Average Daily Traffic (AADT) is 23000 Vehicles Per Day (VPD) as provided by the Arkansas Highway and Transportation Department (AHTD) for the year 2010. The posted speed limit is 35 MPH. Street lighting is present. Horizontal alignment appears to be sufficient with no curves or shifts in the road alignment. Vertical alignment was determined to be within the stopping sight distance of 250 feet for as required by AASHTO "Green Book" geometric guidelines for 35 MPH design speed. A report was prepared utilizing data from Google Earth and analyzing it with AutoCAD Civil 3D. See Appendix A for report and attached drawing plan and profile. Several unused curb cuts and drive entrances are located along the street. It is assumed these are from removed structures or future planned entrances before access management regulations were adopted.

Hill Street is a two lane collector street with intermittent curb and grass shoulder. Sidewalks are present along the west side with a small section on the east side near the intersection. The street appears to have adequate stormwater drainage. The AADT is 2600 VPD. Street lighting is present.

The intersection of Martin Luther King Boulevard and Hill Street is a four leg signalized intersection. It appears to be a fully actuated signal using video detection. The traffic signal is of standard steel mast arm construction. The controller cabinet is located on the northeast corner. Each leg except the north leg of the intersection has a dedicated left turn lane with approximately 150 feet of storage. The north leg is a two lane section without a dedicated turn lane. All legs except the south leg of the intersection have two signal heads. All signal heads are three section heads thus allowing for only permissive left turns. The south leg of Hill Street does have a signal head that allows for protected left turns. The mast arms on the east and west legs do not appear to extend over the dedicated left turn lanes. The south leg of the intersection is controlled by three signal heads. Two are three section heads and one is a five section head with a protected- permissive left turn. Pedestrian crosswalks and pedestrian signal actuated by push button are present on all legs of the intersection. It appears that the intersection is interconnected with wireless antenna mounted on the northeast signal pole. Signal preemption for emergency or public transportation is not evident. Street lighting is present at the intersection. A bus stop is located on the northeast corner.

The area adjacent to the signal is a mixture of commercial and high density housing. Commercial structures are located or proposed on all four corners. Major trip generators in the area are the University of Arkansas with 22,000 students plus staff and the Hill Place "Smart Student Living". Hill Place is a mix of apartments with between one and four rooms. There are a total of 840 bedrooms in the complex. Access to Hill Place is provided by an entrance off Hill Street as well as Martin Luther King Boulevard. The latter entrance has a right out exit and a left and right movement entrance.

Field observations of the intersection and site were performed on Friday, November 18, 2011 between the hours of 4:30 PM and 6:30 PM. Queues on the left turn lane for the west leg of the intersection on Martin Luther King Boulevard were no more than two cars at any time. All other legs experienced a maximum of three cars. Queues on the thru movement on the west leg backed up as far as the proposed driveway for the Kum and Go convenience store. The signal appeared to be on a 90 second cycle. It appears that excessive green time was given to the north and south leg; however this may be attributed to the signal interconnect system.

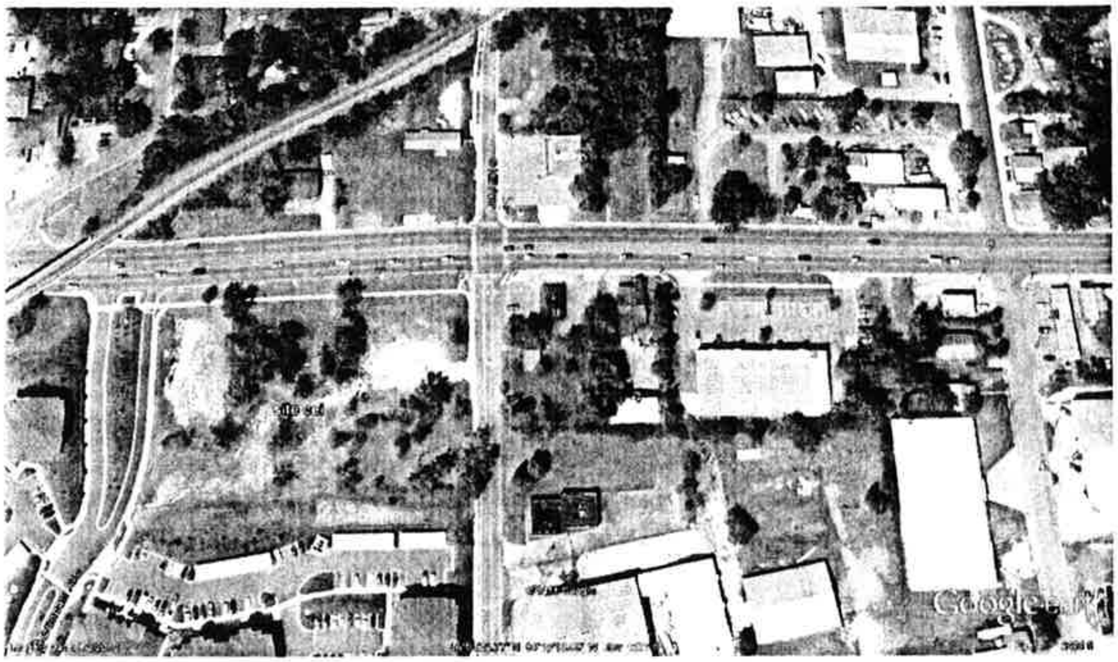


Figure 1- View of proposed site and surrounding area

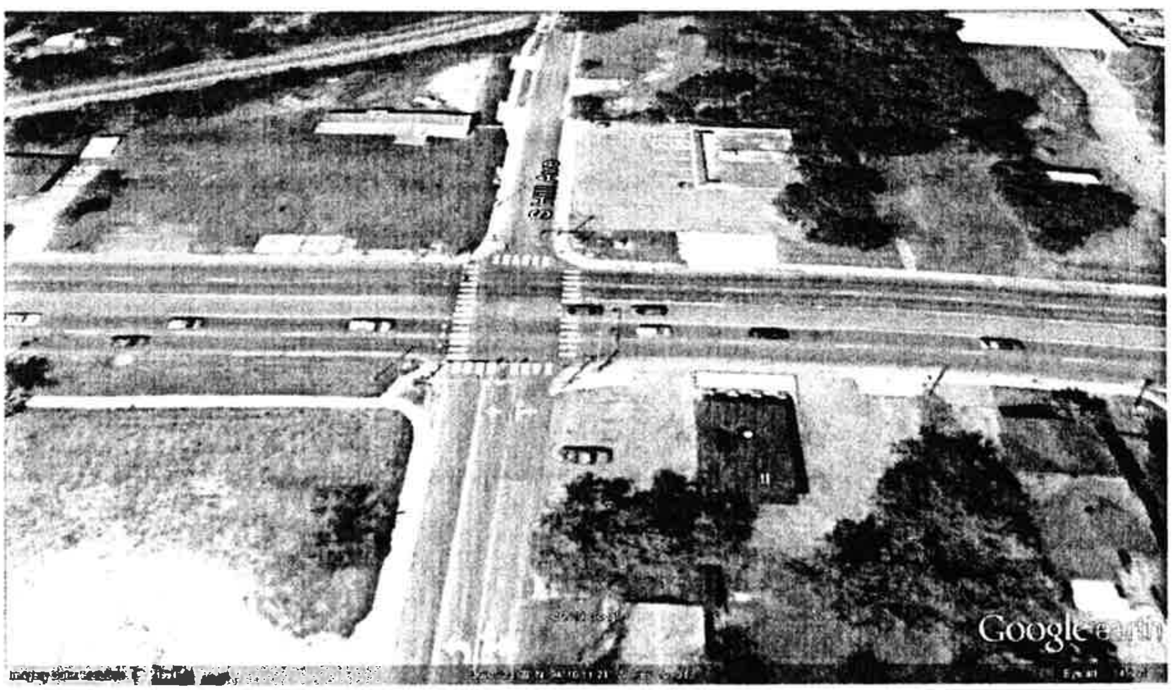


Figure 2- View existing intersection of Martin Luther King Avenue and Hill Street

3.0 Proposed Improvement Impacts:

Kum and Go proposes to build a 5000 square foot convenience store with 8 fuel pumps offering 16 fueling positions. SAE has performed traffic impact studies for a proposed Kum & Go Convenience store of similar size and scope in the City of Fayetteville (Fulbright Expressway and Wedington Drive submitted August 2011). Based on these studies the development should generate 3,398 trips on an average weekday including new and pass by trips. Fifty percent of trips should will be pass by and the remainder destination. Peak hour trips should be approximately 125 vehicles entering and exiting (250 total). Of these ten percent should access the store directly from Hill Street leaving 225 trips movements on and off Martin Luther King Avenue. The observed traffic split is approximately 60 percent east bound and 40 percent westbound (135 trips east bound and 90 trips west bound).

The proposed drive entrance off of Martin Luther King Boulevard allows for a left and right movement in and a right movement out. It is our understanding from the comments that the city is specifically concerned about customers travelling westbound wanting to turn left into the entrance off of Martin Luther King Boulevard conflicting with eastbound traffic queued to turn left at the intersection. CEI has analyzed the traffic flow for westbound delivery vehicles and determined that they would need a left in on Martin Luther King. New customers or campus visitors traveling westbound may use the left in on Martin Luther King drive entrance, because there is not a protected left turn at the signalized intersection. They also have the potential to bypass the store if they miss the left turn at Hill Street. It is assumed regular customers traveling westbound would attempt to use Hill Street to access the site, but would experience delay due to the absence of a protected left turn movement.

As stated above there are 90 trips generated during the peak hour. Assuming the number exiting is leaving during the peak hour 45 movements is expected to enter the store. This equates to 0.75 vehicles per minute arriving. Using a simplified queuing approach assuming a maximum delay of the cycle time of ninety seconds this equates to an expected queue of 1.125 vehicles. Allowing for uneven arrival time this could be rounded up to 2 vehicles queued due to the development. Assuming that delivery vehicles would not arrive during the peak hour forty feet of the center lane would be occupied. Depending on driver behavior fifty to one hundred feet could be used to transition to the center lane giving a total of one hundred forty feet during a peak hour traffic flow. Maximum observed queue rate was two eastbound vehicles turning north. It is not likely that vehicles wanting to go northbound would use Martin Luther King Boulevard since Hill Street would make a more obvious choice.

It is our opinion that given these above stated conditions, an unskilled driver could still potentially conflict with an eastbound left movement as stated in the City of Fayetteville Planning Commission Report.

4.0 Recommendations and Conclusions:

As stated in the existing conditions the traffic signal does not have protected left turn movements on Martin Luther King Boulevard. The signals are also not with generally accepted standards because there is not one traffic head per lane. It is recommended that the developer add five section signal heads. It appears that the mast arms are not long enough to center the proposed signal heads on the left turn lanes and will need to be replaced. The upgraded signal would encourage passenger vehicles to use the Hill Street entrance while still allowing delivery vehicles to use the westbound left turn entrance on Martin Luther King Boulevard. It will also shorten queue lengths for the eastbound left turn movement. Delivery drivers should be instructed to arrive in off peak hours.

Crosshatching of the center median lane or a mountable island in the vicinity of the Martin Luther King Boulevard entrance may also be investigated to discourage non-delivery drivers from making a left turn. See Appendix B and attached diagram. We feel that the combination of signal modifications at MLK and Hill Street combined with crosshatching of the center turn lane will allow for use of the left-in entrance on MLK without creating unsafe or excessive turning conflicts.

We trust that this comprehensive analysis of the traffic impact for this proposed development addresses all questions and concerns for the project. Please advise us should you require additional information or have further questions about this matter.

Sincerely,

John H. Bolte, P.E.

Principal

Small Arrow Engineering

Appendix A (PART 1) – AutoCad Site Distance Check

Note that part 1 utilized Google Earth Data. The exact accuracy of this data is not been established to any vertical control. This represents a worst case scenario and sight distance is likely to be better than reported. The highlighted portions did not meet the sight distance using the provided data. Surveyed data was then used in part to 2 establish sight distance A drawing is attached this report showing plan and profile.

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Appendix A (PART 2) – AutoCad Site Distance Check

Note that this will have different datum than data in part 1 Insufficient survey data exists to check the entire profile in one run so site distance is evaluated from different direction. Site distance is checked from Google Earth Plan and Profile Station 7+25 to 9+45 Approximate station equation is Google Earth 0+00 = Survey data 7+25 West to East.

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Site distance is checked from Google Earth Plan and Profile Station 7+25 to 9+45 Approximate station equation is Google Earth 0+00 = Survey data 11+50 West to East

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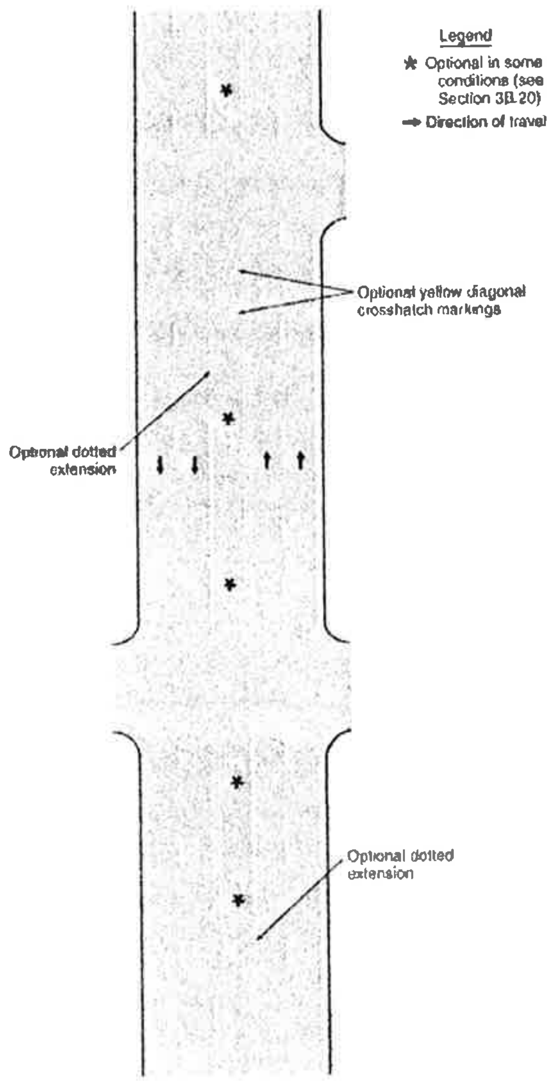
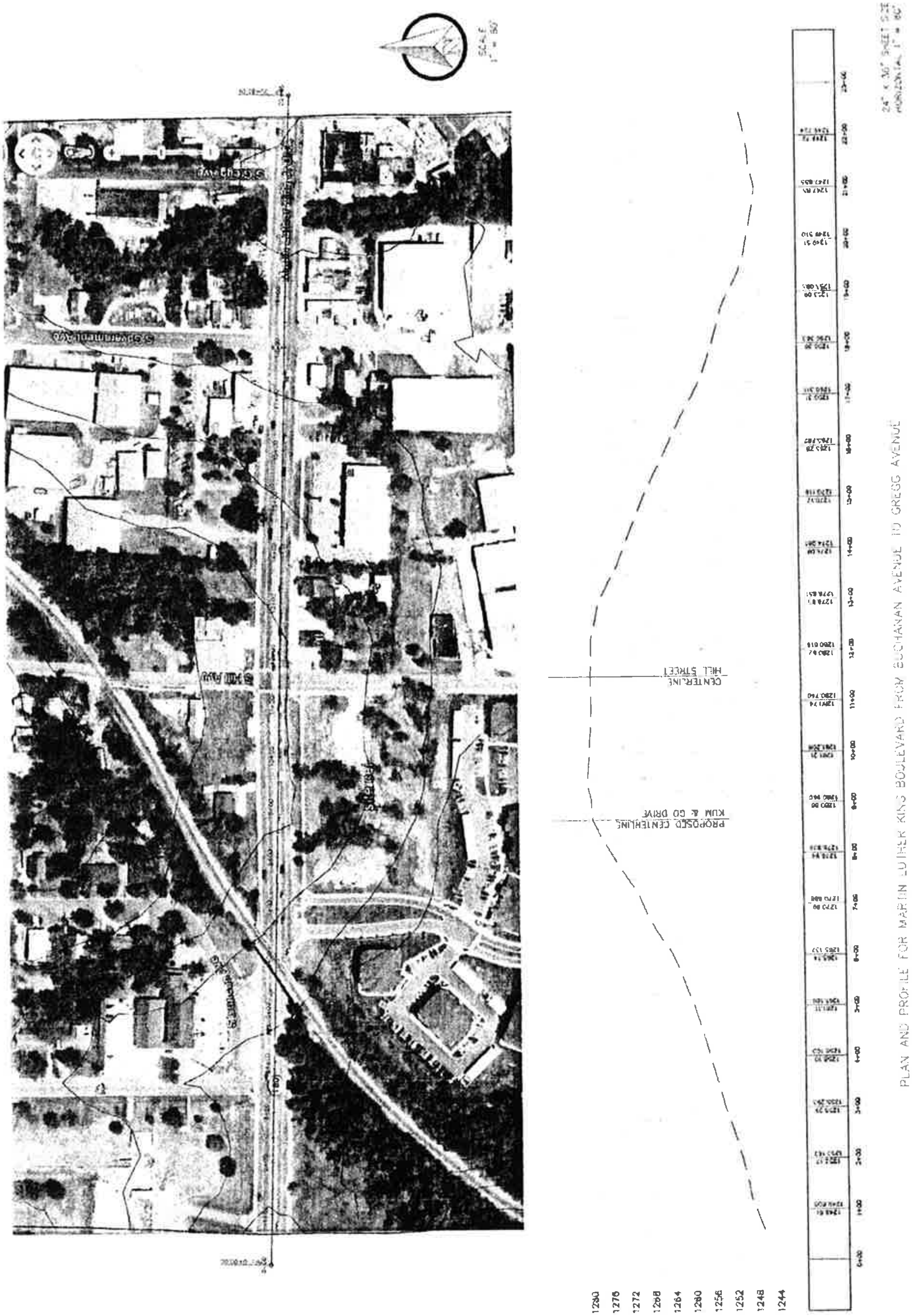
APPENDIX B -2009 MUTCD Edition Part 3 Figure 3B-2. Examples of Four-or-More Lane, Two-Way Marking Applications




PLAN AND PROFILE FOR MARTIN LUTHER KING BOULEVARD FROM BUCHANAN AVENUE TO GREGG AVENUE
CENTERLINE HILL STREET
PROPOSED CENTERLINE KUM & GO DRIVE
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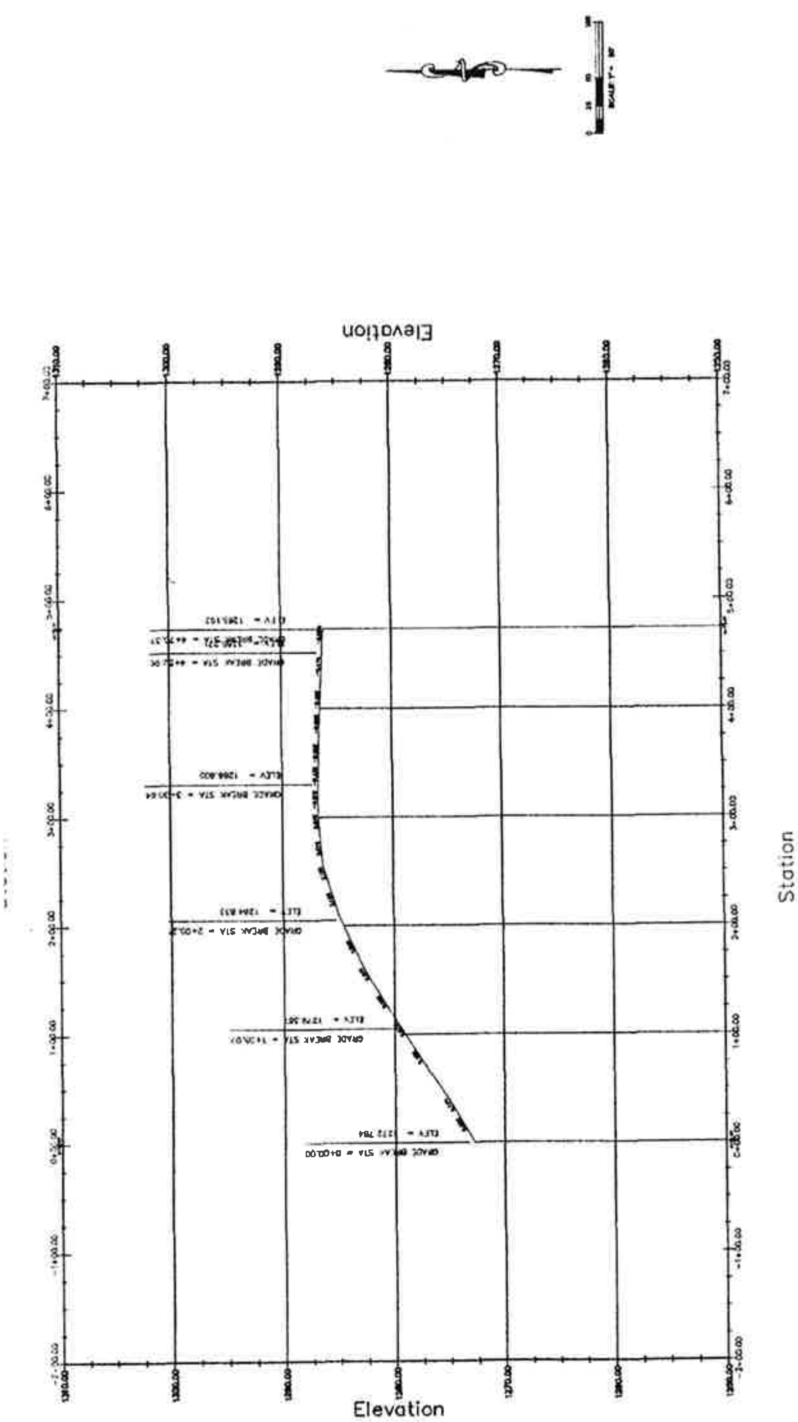
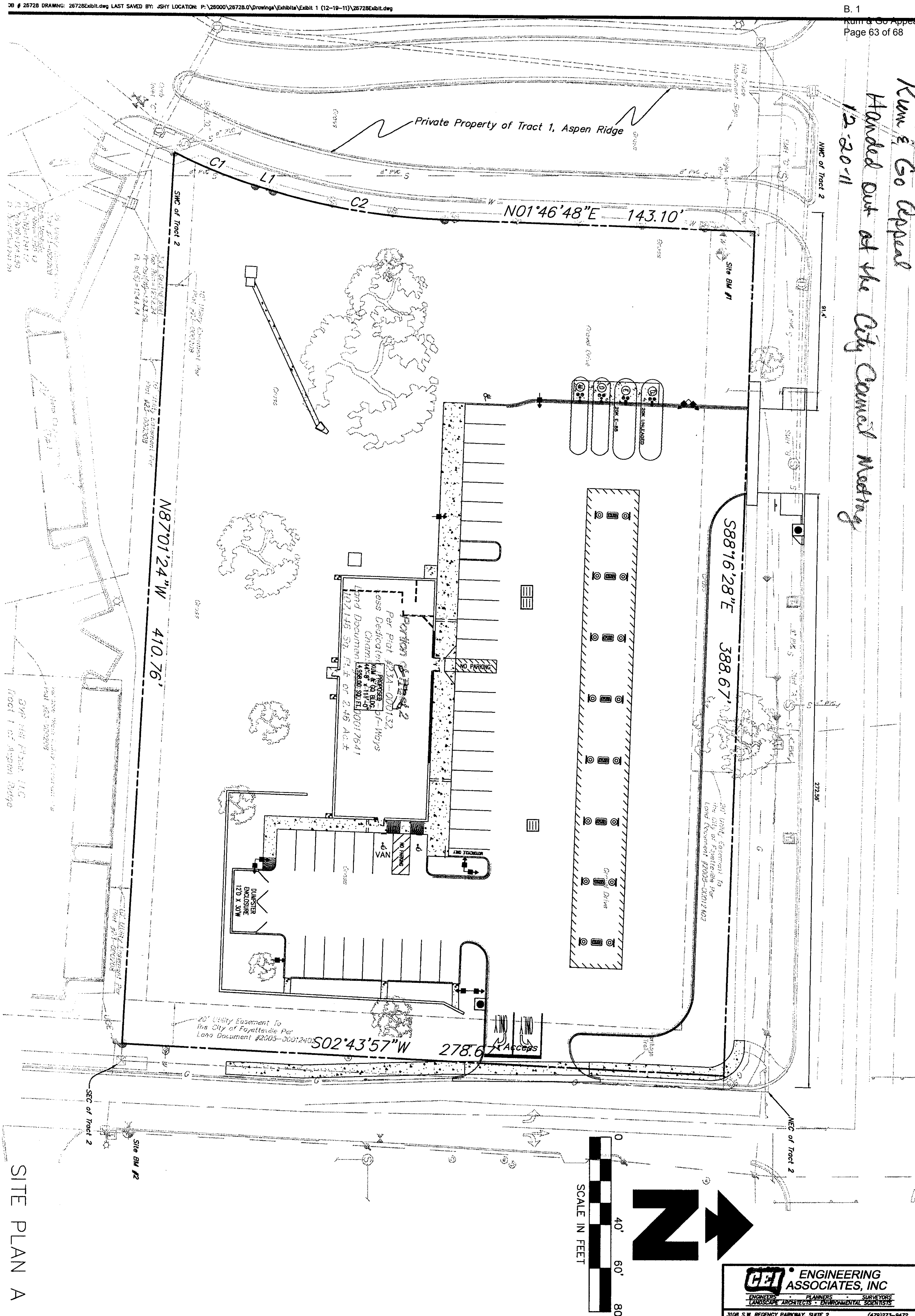


PROFILE VIEW FOR MARTIN LUTHER KING STATION 0+00 = GOOGLE EARTH PLAN AND PROFILE STATION 7+25

Kum & Go Appeal
Handed out at the City Council Meeting
12-20-11



CEI ENGINEERING ASSOCIATES, INC
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3108 S.W. REGENCY PARKWAY, SUITE 2, Bentonville, AR 72712 (479)273-9472 FAX (479)273-0844
26728Exibit.dwg 26728

DEPARTMENT:	STORE DEVELOPMENT
CONSTRUCTION:	J. FELDMAN
DRAWN BY:	R. HALDER
SCALE:	1"=30'-0"
DATE:	12-20-11
DRAWING SHEET:	1 OF 6

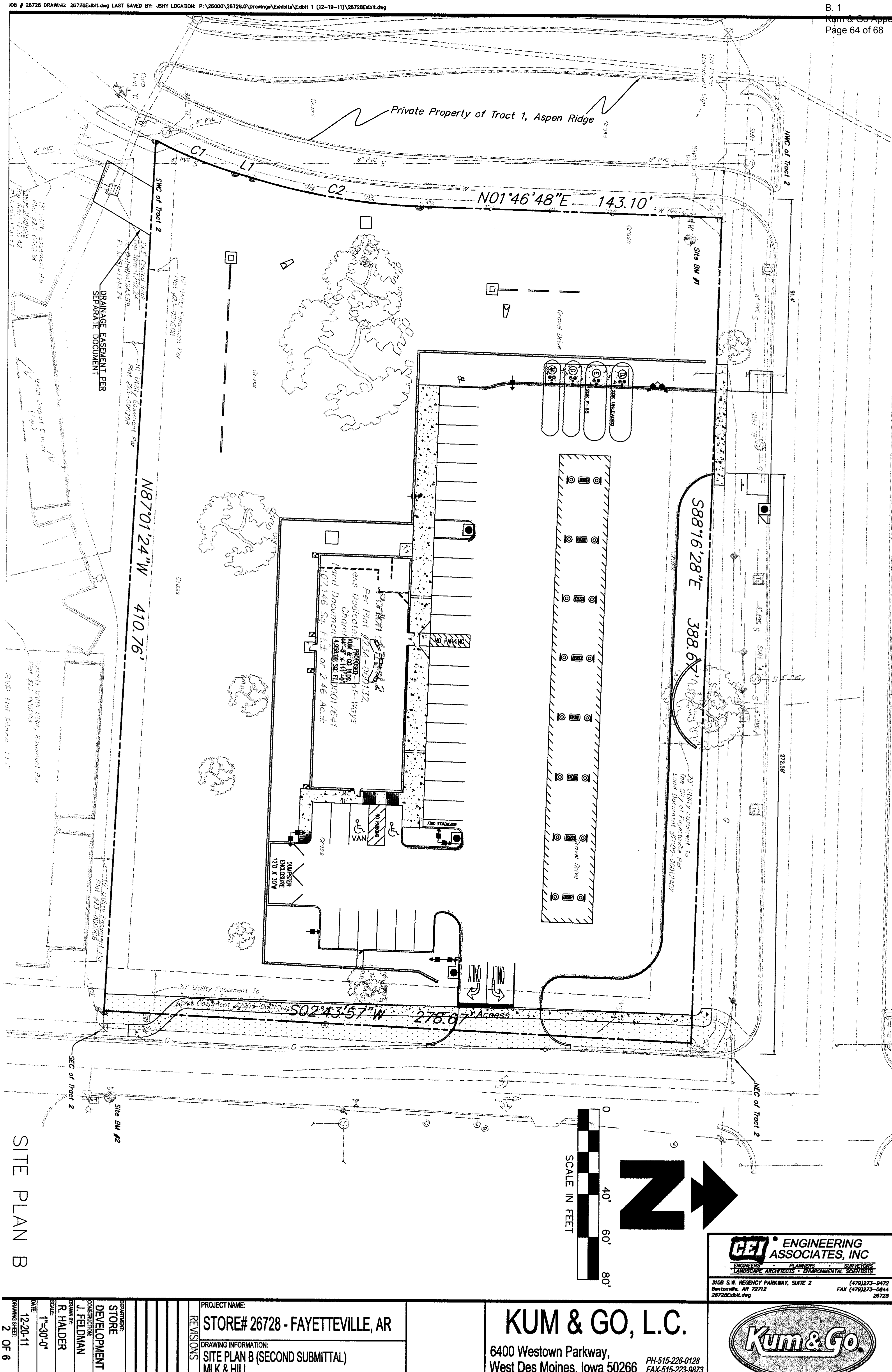
REVISIONS

PROJECT NAME:
STORE# 26728 - FAYETTEVILLE, AR
DRAWING INFORMATION:
SITE PLAN A (FIRST SUBMITTAL)
MLK & HILL

KUM & GO, L.C.
6400 Westown Parkway,
West Des Moines, Iowa 50266
PH-515-226-0128
FAX-515-223-9873

Kum & Go

JOB # 26728 DRAWING: 26728Exbit.dwg LAST SAVED BY: JSHY LOCATION: P:\26000\26728.0\Drawings\Exhibits\Exibit 1 (12-19-11)\26728Exbit.dwg



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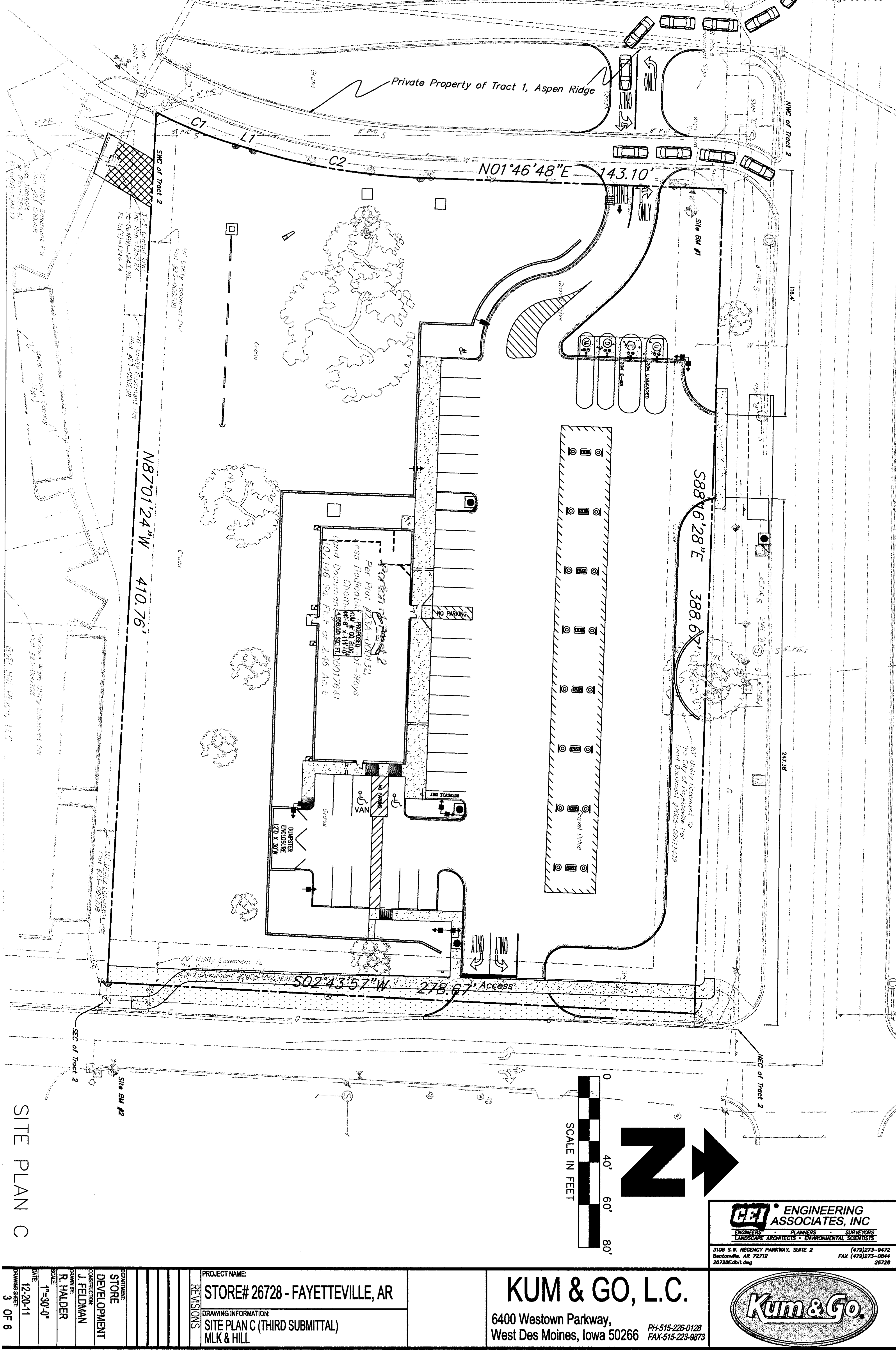

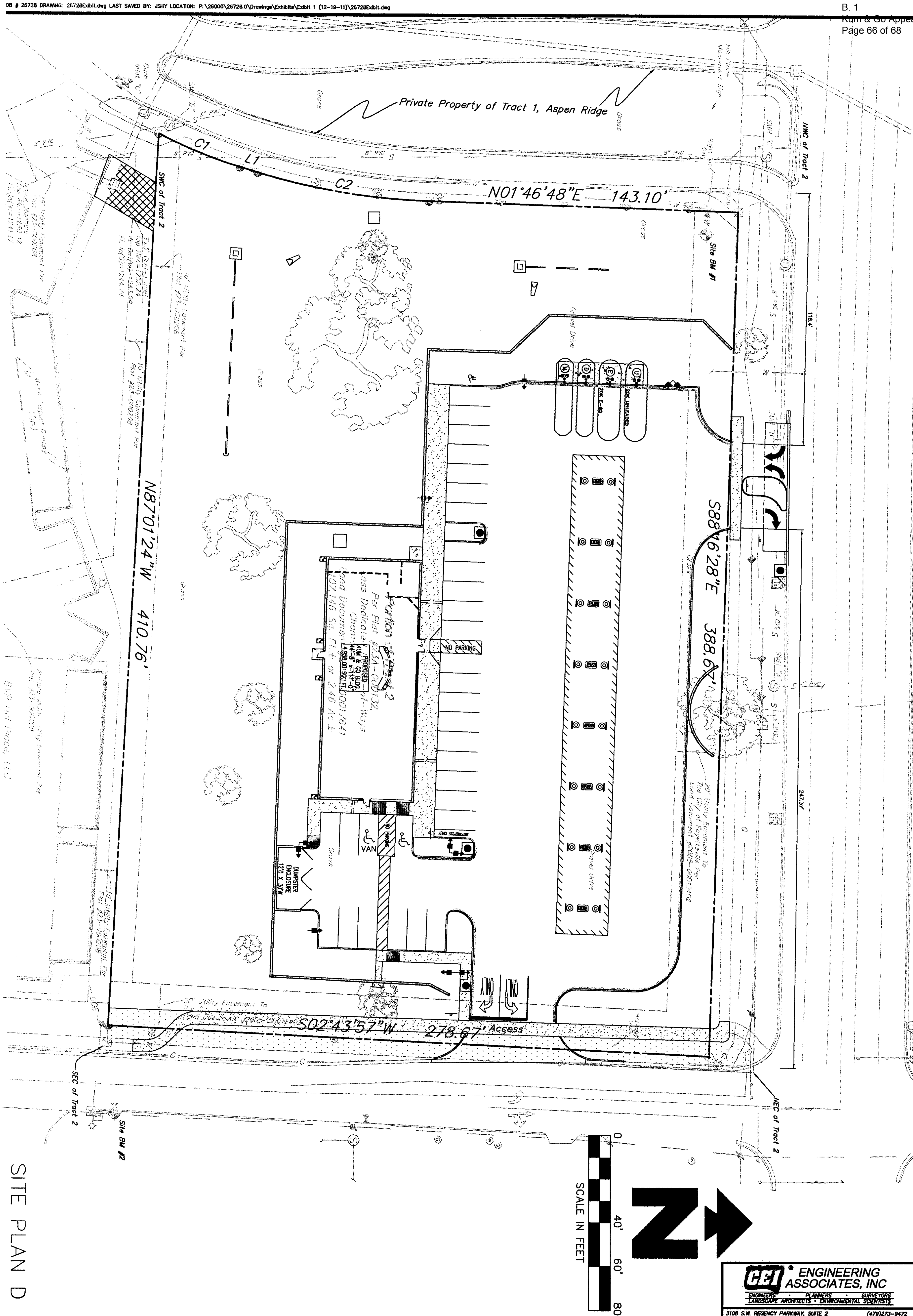

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LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3108 S.W. REGENCY PARKWAY, SUITE 2
Bentonville, AR 72712
26728Exblt.dwg
(479)273-9472
FAX (479)273-0844
26728

DEPARTMENT:	STORE DEVELOPMENT
CONSTRUCTION:	J. FELDMAN
DRAWN BY:	R. HALDER
SCALE:	1"=30'-0"
DATE:	12-20-11
DRAWING SHEET:	4 OF 6

REVISIONS

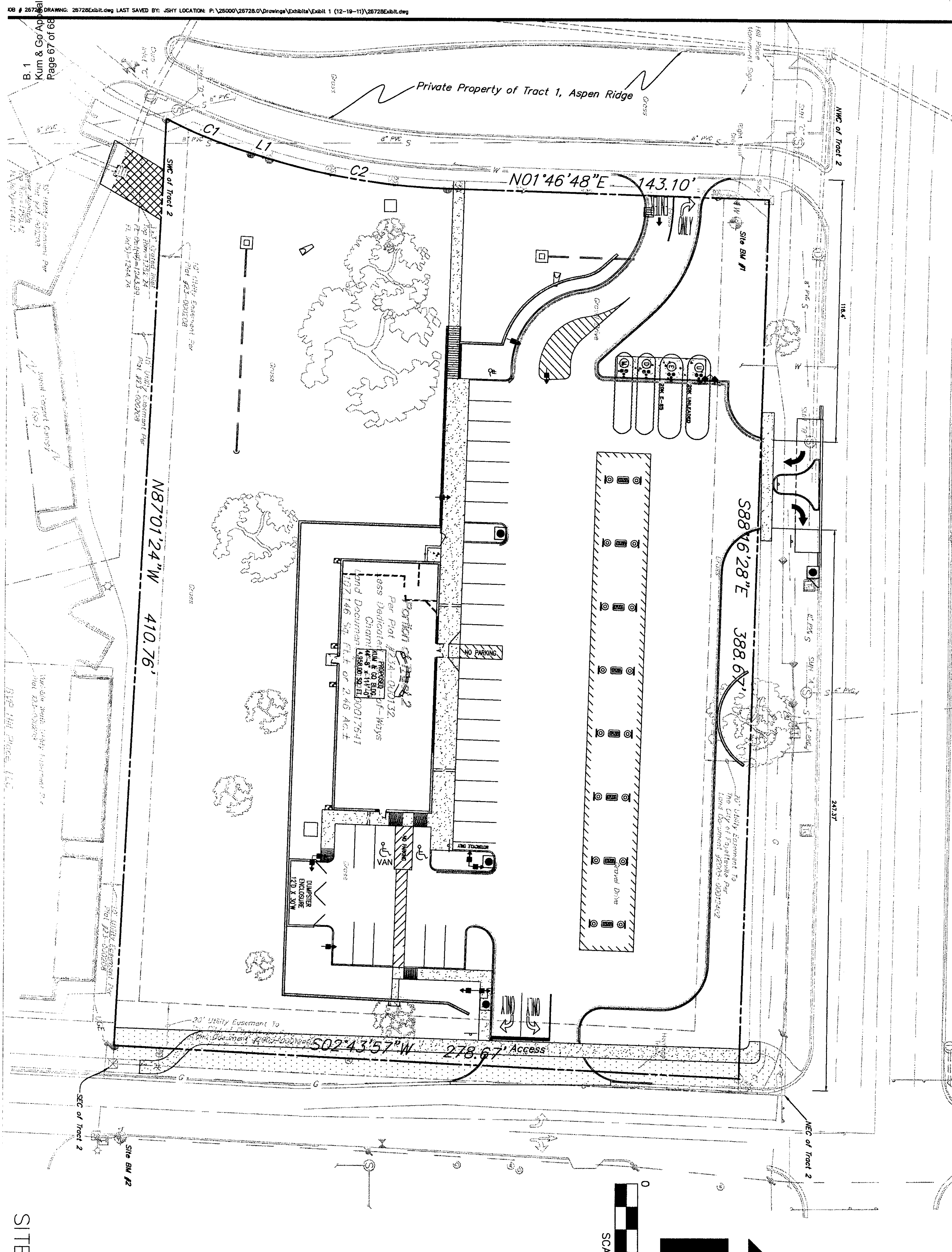
PROJECT NAME:
STORE# 26728 - FAYETTEVILLE, AR

DRAWING INFORMATION:
SITE PLAN D (FOURTH SUBMITTAL)
MLK & HILL

KUM & GO, L.C.
6400 Westown Parkway,
West Des Moines, Iowa 50266
PH-515-226-0128
FAX-515-223-9873

Kum&Go

JOB # 26728 DRAWING: 26728Exibit.dwg LAST SAVED BY: JSHY LOCATION: P:\26000\26728.0\Drawings\Exhibits\Exibit 1 (12-19-11)\26728Exibit.dwg



CEI ENGINEERING ASSOCIATES, INC
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3108 S.W. REGENCY PARKWAY, SUITE 2
Bentonville, AR 72712
(479)273-9472
FAX (479)273-0844
26728Exibit.dwg
26728

DEPARTMENT:	STORE DEVELOPMENT
CONSTRUCTION:	J. FELDMAN
DRAWN BY:	R. HALDER
SCALE:	1"=30'-0"
DATE:	12-20-11
DRAWING SHEET:	5 OF 6

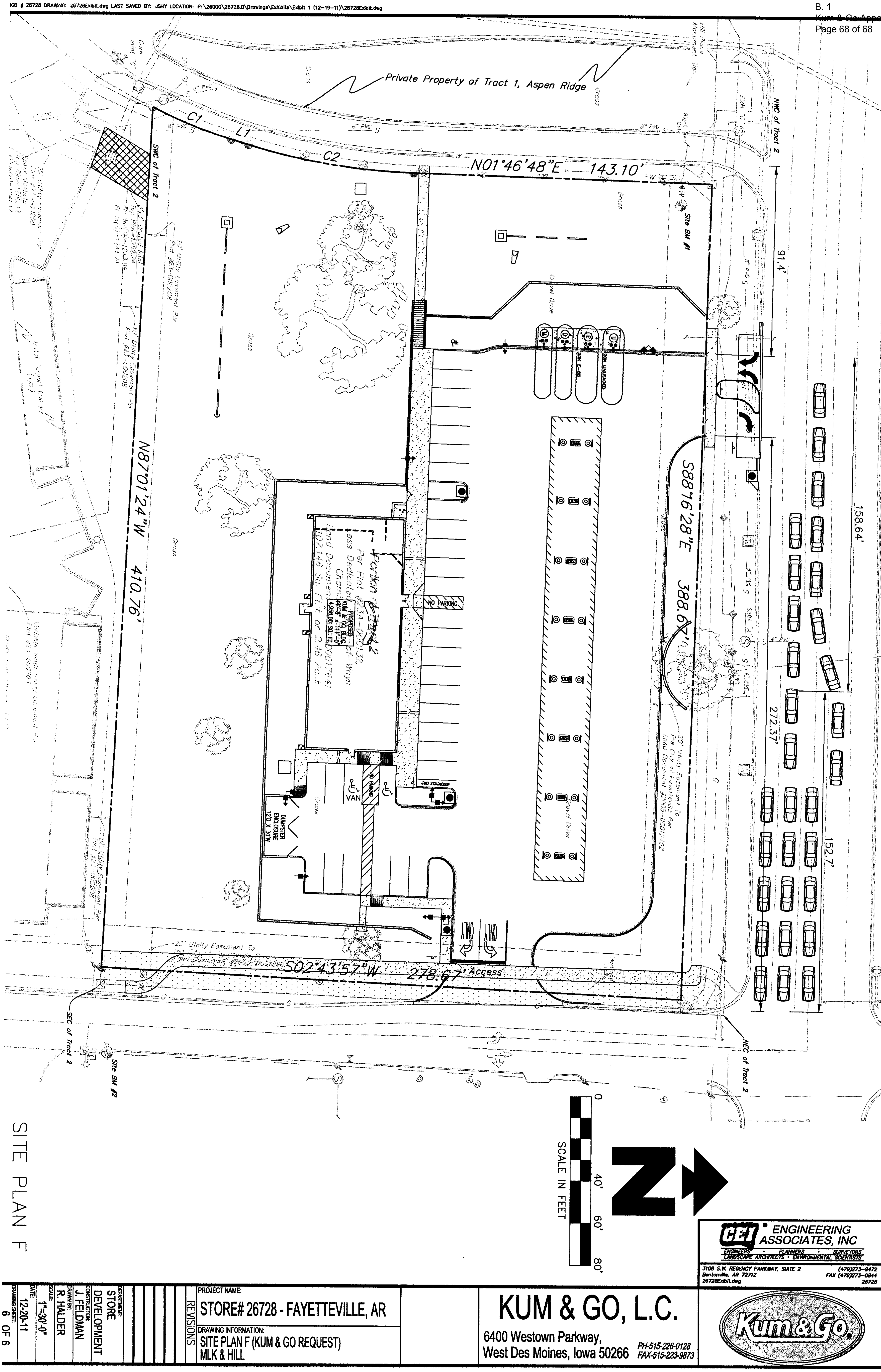
REVISIONS

PROJECT NAME:
STORE# 26728 - FAYETTEVILLE, AR

DRAWING INFORMATION:
SITE PLAN E (APPROVED BY PLANNING COMMISSION)
MLK & HILL

KUM & GO, L.C.
6400 Westown Parkway,
West Des Moines, Iowa 50266
PH-515-226-0128
FAX-515-223-9873

Kum & Go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Private Property of Tract 1, Aspen Ridge
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L1
C2
N01°46'48"E 143.10'
SWC of Tract 2
NWC of Tract 2
Site BM #1
91.4'
N87°01'24"W 410.76'
S88°16'28"E 388.67'
S02°43'57"W 278.67'
Access
158.64'
272.37'
152.7'
SEC of Tract 2
NEC of Tract 2
Site BM #2
NO PARKING
VAN
DUMPSTER ENCLOSURE
PROPOSED KUM & GO BLDG.
4,958.00 SQ. FT.
SCALE IN FEET
0
40'
60'
80'
SITE PLAN F
CEI ENGINEERING ASSOCIATES, INC
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS · ENVIRONMENTAL SCIENTISTS
3108 S.W. REGENCY PARKWAY, SUITE 2
Bentonville, AR 72712
26728Exbit.dwg
(479)273-9472
FAX (479)273-0844
26728
DEPARTMENT: STORE DEVELOPMENT
CONSTRUCTION: J. FELDMAN
DRAWN BY: R. HALDER
SCALE: 1"=30'-0"
DATE: 12-20-11
DRAWING SHEET: 6 OF 6
REVISIONS
PROJECT NAME:
STORE# 26728 - FAYETTEVILLE, AR
DRAWING INFORMATION:
SITE PLAN F (KUM & GO REQUEST)
MLK & HILL
KUM & GO, L.C.
6400 Westown Parkway,
West Des Moines, Iowa 50266
PH-515-226-0128
FAX-515-223-9873
Kum & Go

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/3/2012
City Council Meeting Date
Agenda Items Only

Kevin Springer	Budget & Research	Finance & Internal Services
Submitted By	**Division**	**Department**

Action Required:

A resolution to amend the 2012 Adopted Budget by reappropriating $57,649,568 in bonded or on-going capital projects and outstanding obligations and grant funded items.

	$ -	
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 X **Budget Adjustment Attached** X

(CK per DON)

Paul A. Becker — Department Director — Date 12-19-2011

City Attorney — Date 12/19/11

Paul A. Becker — Finance and Internal Services Director — Date 12-20-2011

OK — Chief of Staff — Date 12-19-11

Mayor — Date 12/20/11

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 12-19-11 P03:53 RCVD

Received in Mayor's Office ENTERED 12/20/11

Comments:

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CITY OF FAYETTEVILLE, ARKANSAS
BUDGET & RESEARCH DIVISION
113 West Mountain • Fayetteville, AR 72701
P (479) 575-8347

TO: Mayor Jordan and City Council

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

FROM: Kevin Springer, Budget Director KS

DATE: December 19, 2011

SUBJECT: **2012 Budget Reappropriation Request**

PROPOSAL:
A resolution to amend the 2012 Adopted Budget by reappropriating $57,649,568 in bonded or on-going capital projects and outstanding obligations and grant funded items.

BACKGROUND / RECOMMENDATION:
Budget appropriations for 2011 expired December 31, 2011. Equipment and supplies or services must have been received by December 31 in order to be charged to the 2011 Budget. Some departments have items or services that were budgeted in 2011 but were not delivered or complete by year-end. In these cases, unspent amounts for those projects and items need to be re appropriated, since they were not included in the 2012 Budget. In the case of capital improvement projects, unspent funds are added to any amounts appropriated in the 2012 Budget.

Because of the need for project continuation, staff recommends approval of the attached reappropriation budget request at the January 3, 2012 City Council meeting. In addition, staff is recommending approval of any changes to this request that may arise due to finalizing the 2011 year end which would result in a decrease in the total authorized budget. City Council is requested to amend the 2012 Adopted Budget by re-authorizing up to $57,649,568 for purchase commitments and capital improvements as follows:

	Obligated	Non-Obligated	Total
Bonded Capital Projects	$ 1,968,712	$ 11,015,504	$ 12,984,216
Grant/Donations/Reimbursements	210,908	3,091,082	3,301,990
Outstanding Operational Obligations	41,979	-	41,979
Capital Projects	10,214,145	31,107,238	41,321,383
	$ 12,435,744	$ 45,213,824	$ 57,649,568

A finalized listing of the capital project reappropriations will be submitted to City Council as an informational item during the First Quarter of 2012.

Please find attached a schedule of capital projects by Improvement Type which were included in the 2011 Budget but did not incur a financial obligation during the 2011 fiscal year. The 2011 estimated unreserved fund balance/retained earnings for the respective funds reflected the cost of the requested reappropriation. These re-budgeted items, therefore, do not impact the estimated fund balance amounts which were forecasted in the 2012 budget.

The re-authorization of prior year's appropriated projects and items are normal budget operating procedures and are generally for one-time expenses. Approval of this request will allow the 2012 Budget to be increased to reflect the attached information. Several of the requested re-authorizations include revenue offset in the form of grant revenues.

Total requested re-budgets for all funds are in the attached worksheet. These amounts will require City Council action. For your information, a summary by Funding Source and Improvement Type is included following this memo. The reappropriation amounts are broken out into two separate categories:

- Obligated: These items have Contracts/Purchase Orders already issued on them during 2011 and the City will not receive the item and/or service until 2012.
- Unobligated: These items did not have any Contracts/Purchase Orders issued on them as of 2011.

Budget Impact:
The estimated fund balance for the 2012 budget was based on the assumption that these 2011 funds would be reappropriated. The funds do not increase the use of operating reserves and this request simply retains project funding for identified and scheduled capital improvements for the current fiscal year.

If you have any questions concerning the attachment or the procedure, please feel free to contact either Paul A. Becker (575-8330) or Kevin Springer (575-8226). Thank you for your attention to this request.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2012 CITY BUDGET BY REAPPROPRIATING UP TO $57,649,568.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT-FUNDED ITEMS PREVIOUSLY APPROPRIATED IN THE 2011 CITY BUDGET BUT NOT COMPLETED OR DELIVERED IN 2011

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends the 2012 city budget by reappropriating up to $57,649,568.00 in bonded or ongoing capital projects, outstanding obligations and grant-funded items previously appropriated in the 2011 city budget but not completed or delivered by the end of 2011. A copy of these items is attached to this Resolution as Exhibit "A", and incorporated herein.

PASSED and **APPROVED** this 3rd day of January, 2012.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
1 - BONDED	**4520 - Sales Tax Construction Bond**			
	Street Improvements			
	06035 Transportation Bond Street Improvements	886,689	8,762,685	9,649,374
	Trail Improvements			
	06036 Transportation Bond Trail Improvements	328,913	140,403	469,316
	Wastewater System Improvements Project			
	02133 Wastewater System Improvements Project	16,316	46,725	63,041
	5400 - Water & Sewer			
	Street Improvements			
	06035 Transportation Bond Street Improvements	127,338	-	127,338
	Water & Sewer Improvements			
	08072 Hwy 265 Water/Swr Relocate & 36" Wtr Lin	609,456	167,982	777,438
	09018 W&S Relocations - 2009 Bond Proceeds	-	1,897,709	1,897,709
1 - BONDED Total		**1,968,712**	**11,015,504**	**12,984,216**
2 - GRANTS	**1010 - General**			
	Donations			
	03044 Police Department Donations	-	10,480	10,480
	03045 PD Law Enforcement State Forfeitures	-	62,605	62,605
	03046 PD Law Enforcement Federal Forfeitures	18,090	180,039	198,129
	03047 Fire Department Act 833/46/Misc Revenue	-	150,000	150,000
	03048 Animal Services Miscellanous Donations	-	44,679	44,679
	03049 Animal Low Cost Spay/Neuter Donations	-	1,397	1,397
	03051 Parks & Recreation Donations	-	7,047	7,047
	06029 Donations - Fire	-	2,985	2,985
	09012 District Court Automation	-	2,293	2,293
	09020 Police - US Marshal Service	-	25,118	25,118
	09024 Police IRS/Treasury Forfeitures	-	206,812	206,812
	09033 AR ETS Dispatch Training Reimbursement	-	3,233	3,233
	Grants			

tabbies
EXHIBIT
A

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
2 - GRANTS	06024 Historic Preservation Travel & Training	-	3,646	3,646
	07036 Police Underage Drinking Prevention Conf	-	7,194	7,194
	08067 Police STEP Grant	-	100,582	100,582
	08068 Police Underage Drinking Prevention Grt	-	23,021	23,021
	08070 High Intensity Drug Trafficking Area	-	8,066	8,066
	09017 Police JAG - Recovery Solicitation 2009	-	39,157	39,157
	09022 Police JAG - Local Solicitation 2009	216	96,161	96,377
	Police Improvements			
	06033 Internet Crimes Against Children Grant	-	13,466	13,466
	08071 Police IRS Reimbursements	-	29,131	29,131
	08077 Police - JTTF Reimbursement	-	23,357	23,357
	08078 Police - DEA Reimbursement	-	21,237	21,237
	2100 - Street			
	Grants			
	11020 FEMA Flood Damage (Project Worksheets)	-	11,056	11,056
	In-House Sidewalk Improvements			
	09030 ORT Sidewalks/Pads Grant	21,138	253,751	274,889
	2180 - Community Development Block Grant			
	Grants			
	CDBG GRANT FUNDING	10,950	768,865	779,815
	2240 - Energy Block Grant			
	Tracking Items			
	09011 Energy Efficiency/Conservation Block Grt	118,364	26,772	145,136
	2250 - Parks Development			
	Bridge & Drainage Improvements			
	09025 Niokaska Creek Stream Restoration Demo	-	2,291	2,291
	2930 - Drug Law Enforcement			
	Grants			
	08070 High Intensity Drug Trafficking Area	-	4,543	4,543

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
2 - GRANTS	Police Improvements			
	08047 Police ASP Grant for DTF	-	8,816	8,816
	4270 - Replacement & Disaster Recovery			
	Grants			
	11020 FEMA Flood Damage (Project Worksheets)	-	933,264	933,264
	4470 - Sales Tax Capital Improvements			
	Bridge & Drainage Improvements			
	09025 Niokaska Creek Stream Restoration Demo	42,150	4,161	46,311
	5550 - Airport			
	Grants			
	11020 FEMA Flood Damage (Project Worksheets)	-	15,857	15,857
2 - GRANTS Total		**210,908**	**3,091,082**	**3,301,990**
3 - OPERATIONAL	**1010 - General**			
	Operational Items			
	Wayest Safety (Bunker Gear)	18,142	-	18,142
	2130 - Parking			
	Operational Items			
	King Electric (Parking Deck Lighting)	19,977	-	19,977
	5400 - Water & Sewer			
	Operational Items			
	Environmental Consulting (Wetlands Mitigation)	3,510	-	3,510
	5550 - Airport			
	Operational Items			
	McClelland Consulting (Grading Obstruction)	350	-	350
3 - OPERATIONAL Total		**41,979**	**-**	**41,979**
4 - PROJECTS	**1010 - General**			
	Community Development Improvements			
	10033 Raze and Removals	-	4,149	4,149
	Operational Items			

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	08056 Complete Neighborhood Plan	-	392	392
	09027 Economic Development Services	261,625	1,000	262,625
	Police Improvements			
	11026 EPA Drug Lab Clean Up	-	2,430	2,430
	Tracking Items			
	10030 Fire Station Clean-Up / Remodel	-	29,495	29,495
	2100 - Street			
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	233,903	2,783	236,686
	In-House Pavement Improvements			
	02052 In-House Pavement Improvements	-	37,317	37,317
	2130 - Parking			
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	9,662	313	9,975
	Transportation Improvements			
	10024 Parking Entertainment District Program	18,287	6,050	24,337
	11009 Parking Lot Impvs - Entertainment Dist	-	10,000	10,000
	2250 - Parks Development			
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	146,036	4,333	150,369
	Parks & Recreation Improvements			
	00006 Skate Park	-	1,173	1,173
	02002 Regional Park Development	-	3,715,966	3,715,966
	02013 Neighborhood Park Development	18,356	46,042	64,398
	02014 Other Park & Safety Improvements	-	27,796	27,796
	02015 Gordon Long/Red Oak Improvements	7,017	19,385	26,402
	02027 Playground & Picnic Improvements	-	3,039	3,039
	02043 Lake Improvements	63,947	55,336	119,283
	02045 Forestry, Safety, & ADA Compliance	-	25,276	25,276

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	05001 Gulley Park Improvements	19,450	19,064	38,514
	08002 Wilson Park Improvements	-	760	760
	10009 Walker Park Improvements	-	2,000	2,000
	11001 Lewis Soccer Field Improvements	-	267	267
	11024 Walker Park Baseball Improvements	102,139	28,584	130,723
	Trail Improvements			
	03022 Lake Fayetteville Trails	-	26,987	26,987
	2300 - Impact Fee			
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	1,296,617	325,288	1,621,905
	Fire Improvements			
	07003 Fire Impact Fee Improvements	-	23,325	23,325
	Police Improvements			
	07001 Police Impact Fee Improvements	-	1,709	1,709
	Wastewater Treatment Improvements			
	07004 Wastewater Impact Fee Improvements	-	317,324	317,324
	Water & Sewer Improvements			
	02067 Water and Sewer Cost Sharing	-	1,638,400	1,638,400
	07002 Water Impact Fee Improvements	-	1,224,149	1,224,149
	10010 Sewer Replace - Elkins Outfall Line	-	1,680,000	1,680,000
	4270 - Replacement & Disaster Recovery			
	Other Capital Improvements			
	04030 Flood Damage Repair - 2004	-	7,310	7,310
	04038 Replacement Copier Funds	-	101,185	101,185
	Vehicles & Equipment Improvements			
	05042 Fleet - Vehicles/Equipment Under $10,000	-	46,886	46,886
	4470 - Sales Tax Capital Improvements			
	Bridge & Drainage Improvements			
	02097 Stormwater Quality Mgmt/Nutrient Reduct	452,534	18,579	471,113

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	02108 Other Drainage Improvements	-	504,497	504,497
	03005 State Bridge Cost Sharing Program	-	475,906	475,906
	10014 Lake Wilson Spillway Repair	-	35,179	35,179
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	843,074	26,106	869,180
	Debt Service Payments			
	05002 Fire Station #3/#5 - Lease Payment	-	24,863	24,863
	Fire Improvements			
	02006 Fire Facility Maintenance	-	15,615	15,615
	03019 Fire Apparatus Purchases	-	67,186	67,186
	10015 Fire Mobile Radios	10,241	27,259	37,500
	10017 Fire Information Technology Updates	-	972	972
	Information Technology Improvements			
	02055 Geographic Information System (GIS)	-	33,602	33,602
	02056 Local Area Network (LAN) Upgrades	-	14,602	14,602
	02057 Microcomputer Replacements	-	3,036	3,036
	02060 Printer Replacements	-	46,697	46,697
	02094 Document Management	-	78,277	78,277
	04027 AS/400 Computer Upgrades	-	95,392	95,392
	04047 Accessfayetteville Technical Improvement	-	10,215	10,215
	05055 Software Upgrades - City Wide	-	14,456	14,456
	08025 Time and Attendance	-	26,333	26,333
	09031 Storage Area Network (SAN)	-	6,177	6,177
	10013 IT Assessment and Project Management	165,171	20,707	185,878
	99021 Municipal Management System	-	19,630	19,630
	In-House Pavement Improvements			
	02052 In-House Pavement Improvements	107,241	368,518	475,759
	In-House Sidewalk Improvements			
	02053 Sidewalk Improvements	542	878,598	879,140

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	Other Capital Improvements			
	02046 Building Improvements	2,000	411,459	413,459
	02050 Economic Development Matches	-	16,269	16,269
	02061 P.E.G. Television Center - Equipment	-	17,092	17,092
	04001 Telecommunication Systems Upgrades	-	174,651	174,651
	04008 District Court/Prosecutor Facility Exp	-	171,796	171,796
	07010 Budgeting & Planning Software System	-	43,250	43,250
	09001 Animal Services Improvements	-	3,252	3,252
	09002 Resurface Kennel Runs	-	1,032	1,032
	11004 Parking Lot Rehab (City Employee Lot)	-	60,000	60,000
	Parks & Recreation Improvements			
	02001 Lights of the Ozarks	-	10,220	10,220
	02014 Other Park & Safety Improvements	-	3,164	3,164
	02045 Forestry, Safety, & ADA Compliance	-	32,119	32,119
	08001 Tree Escrow	6,302	164,495	170,797
	09032 Ice Storm Recovery Grant - AR Forestry	-	14,645	14,645
	Police Improvements			
	02047 Police Building Improvements	-	25,122	25,122
	02062 Police Specialized Equipment	-	89,805	89,805
	06002 Police Technology Improvements	-	65,523	65,523
	06003 Police Unmarked Vehicles	-	7,201	7,201
	08013 Police Tandburg Video Arraignment System	-	18,000	18,000
	11005 Police Bicycle Replacement	-	10,000	10,000
	11006 Police Equipment Replacement	-	10,000	10,000
	11008 Police Digital Media Management System	-	50,000	50,000
	Street Improvements			
	02116 Street ROW / Intersection / Cost Sharing	-	373,366	373,366
	04017 Township Widening - Gregg to N College	2,015	190,823	192,838
	06005 Duncan/California/Harmon Intersections	-	67,656	67,656

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	06008 Rupple Road - Wedington to Mt. Comfort	-	298,213	298,213
	06035 Transportation Bond Street Improvements	2,891,680	674,585	3,566,265
	10011 Old Wire Road-Mission to Crossover	-	282,803	282,803
	11027 AHTD Reimbursements Highway 16 East	-	11,212	11,212
	Trail Improvements			
	02016 Trail Development	3,450	715,855	719,305
	Transportation Improvements			
	02063 Traffic Signal Improvements	-	400,188	400,188
	11021 Drainage Maintenance	9,950	161,587	171,537
	Water & Sewer Improvements			
	02128 Water System Master Plan Study	5,347	-	5,347
	4480 - Wastewater System Improvements Project			
	Wastewater System Improvements Project			
	02133 Wastewater System Improvements Project	303,509	1,105,305	1,408,814
	5400 - Water & Sewer			
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	394,909	11,395	406,304
	09028 Fiber Optic Cable	-	57,000	57,000
	11015 Energy Efficiency Improvements-NonGrant	-	785	785
	Street Improvements			
	06035 Transportation Bond Street Improvements	-	117,530	117,530
	Wastewater Treatment Improvements			
	02032 W.W.T.P. Building Improvements	-	34,000	34,000
	02068 Upgrade/Replace Lift Stations - W.W.T.P.	13,000	77,594	90,594
	02069 Plant Pumps and Equipment - W.W.T.P.	21,798	176,926	198,724
	10008 UV Disinfection System Replacement	-	1,159,000	1,159,000
	10027 Phosphorus Standards Management	-	9,856	9,856
	10029 White River Restoration Project	38,500	-	38,500
	Water & Sewer Improvements			

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	01023 Mount Sequoyah W&S System Upgrade	-	107,450	107,450
	02017 Sanitary Sewer Rehabilitation	51,168	3,887,692	3,938,860
	02067 Water and Sewer Cost Sharing	-	223,472	223,472
	02128 Water System Master Plan Study	2,561	-	2,561
	03018 36" Waterline Replacement & Protection	-	53,731	53,731
	04020 Water Line Projects As Needed	-	517,352	517,352
	04036 Mount Sequoyah Pressure Plane Impvs	260,751	62,821	323,572
	04039 Water Impact Fee Cost Sharing Projects	-	45,594	45,594
	08072 Hwy 265 Water/Swr Relocate & 36" Wtr Lin	523,254	549,929	1,073,183
	10005 South Mtn Pump Station Repair & Replace	-	200,000	200,000
	10006 Benson Mountain Pressure Plane Upgrade	-	325,000	325,000
	10007 W/S Improvements Defined by Study	-	1,000,000	1,000,000
	10010 Sewer Replace - Elkins Outfall Line	-	465,000	465,000
	10020 Broyles Road Gravity Lines & Force Main	-	88,379	88,379
	11010 Irrigation Reels - WWTP	-	135,000	135,000
	11011 W/S Relocations for Street Bond Projects	-	64,987	64,987
	11012 Water Replace - Crossover to Van Hoose	-	250,000	250,000
	11013 Wetlands Bank Construction	-	350,000	350,000
	11014 White River NPDES UAA and APCEC Action	193,227	67,400	260,627
	Water & Sewer Services Improvements			
	02064 Water & Sewer Rate/Operations Study	9,950	140,050	150,000
	02065 Water Meters	8,451	-	8,451
	02066 Backflow Prevention Assemblies	-	41,190	41,190
	03038 Business Office Improvements	-	24,024	24,024
	5500 - Solid Waste			
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	282,877	11,312	294,189
	09028 Fiber Optic Cable	-	116,128	116,128
	Solid Waste Improvements			

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	02038 Composting Site Improvements	-	618	618
	03016 Recycling Improvements	-	22,620	22,620
	07012 Materials Recovery Facility Improvements	-	238,188	238,188
	09013 Transfer Station Improvements	-	16,875	16,875
	09019 Recycling Containers ADEQ Grant Purchase	-	2,725	2,725
	10001 Solid Waste Compactors	-	198,202	198,202
	10002 Compost Site Slab Expansion	-	408,289	408,289
	10003 Westside Recycling Drop Off Facility	105,000	312,216	417,216
	10004 Solid Waste Commercial Rate Study	-	110,000	110,000
	5550 - Airport			
	Aviation Improvements			
	05046 Airport Expansion Equipment (AIP#21 REV)	-	40,018	40,018
	07039 Correct Runway 16 RSA	-	171,594	171,594
	09021 Hangar Fire - Airport	-	28,660	28,660
	10022 Wildlife Hazard Assessment	4,150	-	4,150
	11017 Airport Security Improvements	141,723	212	141,935
	11019 Airport Stormwater Protection Plan Updat	2,500	-	2,500
	11023 Airport Pavement Rehab & Re-marking	-	403	403
	9700 - Shop			
	Citywide Improvements			
	08076 Radio Simulcast System (Citywide)	58,439	1,686	60,125
	Other Capital Improvements			
	07032 Transfers to Shop Fund (9700)	-	11,198	11,198
	Vehicles & Equipment Improvements			
	02076 Fleet - Backhoe/Loaders	-	535	535
	02077 Fleet - Construction Equipment	-	105,000	105,000
	02078 Fleet - Light/Medium Utility Vehicles	76,810	262,298	339,108
	02079 Fleet - Heavy Utility Vehicles	94,385	-	94,385
	02080 Fleet - Other Vehicles/Equipment	-	50,638	50,638

2011 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - PROJECTS	02081 Fleet - Police/Passenger Vehicles	-	308,414	308,414
	02082 Fleet - Solid Waste Vehicles/Equipment	950,597	426,880	1,377,477
	02083 Fleet - Tractor/Mower	-	56,439	56,439
	06012 Fleet - Automatic Vehicle Wash System	-	34,330	34,330
4 - PROJECTS Total		**10,214,145**	**31,107,238**	**41,321,383**
Grand Total		**12,435,744**	**45,213,824**	**57,649,568**

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

1/3/2012
City Council Meeting Date
Agenda Items Only

Dara Sanders	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

VAC 11-3970: Vacation (862 & 846 Hoddle Place/Slavens, 569): Submitted by JORGENSEN & ASSOCIATES for property located at 862 & 846 HODDLE PLACE IN ADDISON ACRES SUBDIVISION. The property is zoned RSF-7, RESIDENTIAL SINGLE-FAMILY, 7 UNITS PER ACRE. The request is to vacate a utility easement.

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

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — 12.20.2011 Date

City Attorney — 12-20-2011 Date

Finance and Internal Services Director — 12-20-2011 Date

Chief of Staff — 12/20/11 Date

Mayor — 12/21/11 Date

Previous Ordinance or Resolution # ____

Original Contract Date: ____

Original Contract Number: ____

Received in City Clerk's Office 12-21-11 A11:15 RCVD

Received in Mayor's Office

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

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: Dara Sanders, Current Planner

Date: December 20, 2011

Subject: VAC 11-3970 (Slavens)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate an existing general utility easement on the subject property.

BACKGROUND

The subject properties are located in the Addison Acres subdivision at 846 and 862 Hoddle Place, north of Huntsville Road/Highway 16. Since this subdivision was platted in 2007 with 18 buildable lots, seven single-family homes have been constructed to date.

The applicant's request is to vacate an existing utility easement, as indicated on the attached survey. This utility easement is located between Lots 9 and 10 and currently does not contain any utilities. Instead, all utilities serving this and adjacent properties are located within the 25 ft. utility easement that was dedicated along both sides of Hoddle Place.

DISCUSSION

On November 14, 2011, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 11-3970 SUBMITTED BY JORGENSEN & ASSOCIATES FOR PROPERTY LOCATED AT 862 & 846 HODDLE PLACE IN ADDISON ACRES SUBDIVISION TO VACATE A UTILITY EASEMENT, A TOTAL OF 0.57 ACRES

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

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacate and abandon the following 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 damage or relocation of existing utilities shall be at the owner/developer's expense."

PASSED and **APPROVED** this day of , 2011.

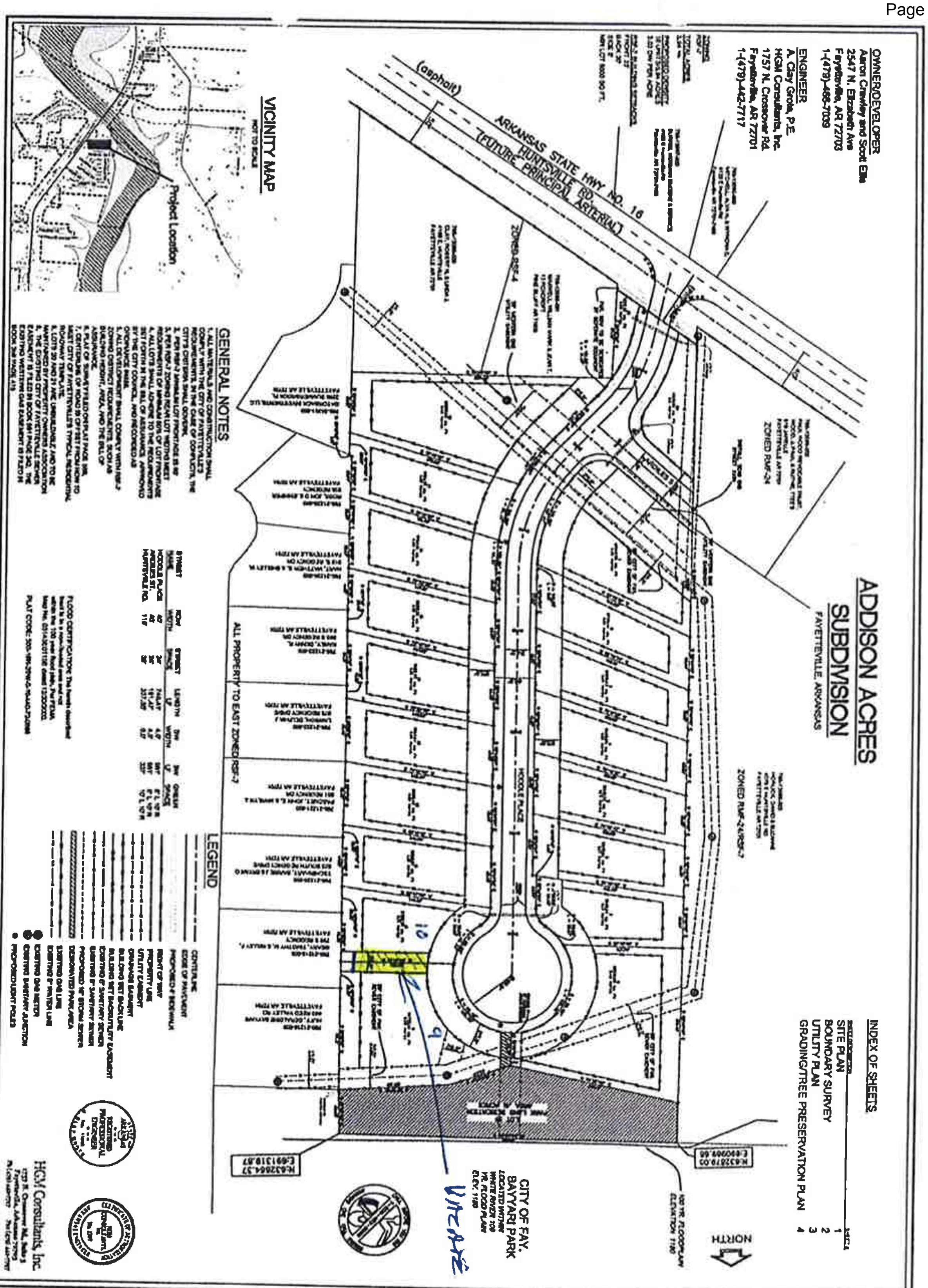
APPROVED: ATTEST:

By: ______________________________ By: ______________________________

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

EXHIBIT "A"

1) Copy of Final Plat
2) Adj. Pr. owners (5)
3) Parcel # of Lots 9 & 10



SHEET #:	SHEET:	SITE PLAN	DATE: 07-21-06	HGM Consultants, Inc.
1	PROJECT:	ADDISON ACRES	REVISION #: 5	1757 CROSSOVER ROAD, SUITE 5
SCALE:		4230 HUNTSVILLE RD.	PRJ. NO: HGM06010	FAYETTEVILLE, ARKANSAS 72701
1"=40'		FAYETTEVILLE, ARKANSAS	ENGINEER: ACG	PH: (479)442-7717
			DESIGNER: ETH	

EXHIBIT "B"
VAC 11-3970

COMMENCING AT THE NE CORNER OF SAID LOT 10, THENCE S02°19'50"W 10.00 FEET, THENCE N87°56'23"W 10.00 FEET TO THE P.O.B. THENCE N87°56'23"W 76.60 FEET THENCE ALONG A CURVE TO THE LEFT 20.30 FEET SAID CURVE HAVING A RADIUS OF 83.00 FEET AND A CHORD BEARING AND DISTANCE OF N10°59'21"E 20.25 FEET, THEN S87°56'23"E 73.55 FEET, THEN S02°19'50"W 20.00 FEET TO THE P.O.B.; CONTAINING 1,493 S.F. MORE OR LESS

Fayetteville ARKANSAS

PC Meeting of November 14, 2011

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Dara Sanders, Current Planner
THRU:	Jeremy Pate, Development Services Director
DATE:	November 7, 2011

VAC 11-3970: Vacation (862 & 846 HODDLE PLACE/SLAVENS, 569): Submitted by JORGENSEN & ASSOCIATES for properties located at 862 & 846 HODDLE PLACE IN ADDISON ACRES SUBDIVISION. The property is zoned RSF-7, RESIDENTIAL SINGLE-FAMILY, 7 UNITS PER ACRE and contains approximately 0.57 acre. The request is to vacate a utility easement. Planner: Dara Sanders

Property Description and Background: The subject properties are located in the Addison Acres subdivision at 846 and 862 Hoddle Place, north of Huntsville Road/Highway 16. Since this subdivision was platted in 2007 with 18 buildable lots, seven single-family homes have been constructed to date.

Request: The applicant's request is to vacate an existing utility easement, as indicated on the attached survey. This utility easement is located between Lots 9 and 10 and currently does not contain any utilities. Utilities are located within 25 ft. utility easement that was dedicated along both sides of Hoddle Place.

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

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **VAC 11-3970** 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: November 14, 2011
Motion:
Second:
Vote:
Note:

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

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

9/22/11

Att; Planning
Re : Vacation Request

Attached please find a utility easement vacation request. This is located along the property line between lot 9 & 10 of Addison Acres Subdivision just North of Hwy 16 East. There are no utilities in this easement and our client owns both lots 9 & 10. All utilities have signed off on this vacation.

Please place this on the next available Planning Commission agenda. Also please call concerning any questions you may have.

Thank you.

Sincerely;

David L. Jorgensen, P.E.

Petition to vacate a 20' utility easement between lots 9 & 10 of Addison Acres Subdivision, City of Fayetteville, Arkansas

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owner of real estate abutting a 20' utility easement hereinafter sought to be abandoned and vacated, located between lots 9 & 10 of Addison Acres Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said 20' utility easement being described as follows;

LEGAL DESCRIPTION

Commencing at the NE Corner of said lot 10, thence S 02°19'50"W 10.00 Feet, thence N 87°56'23"W 10.00 Feet to the P.O.B. thence N 87°56'23"W 76.60 Feet, thence along a curve to the left 20.30 Feet, said curve having a radius of 83.00 Feet and a chord bearing and distance of N 10°59'21"E 20.25 Feet, thence S 87°56'23"E 73.55 Feet, thence S 02°19'50"W 20.00 Feet to the P.O.B.; Containing 1,493 S.F. more or less.

That the abutting real estate affected by said abandonment of said 20' utility easement and that the public interest and welfare would not be aversely affected by the abandonment of the above described utility easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that the above describe real estate be used for their respective further pray that the above described real estate be vested in the abutting property owners as provided by law.

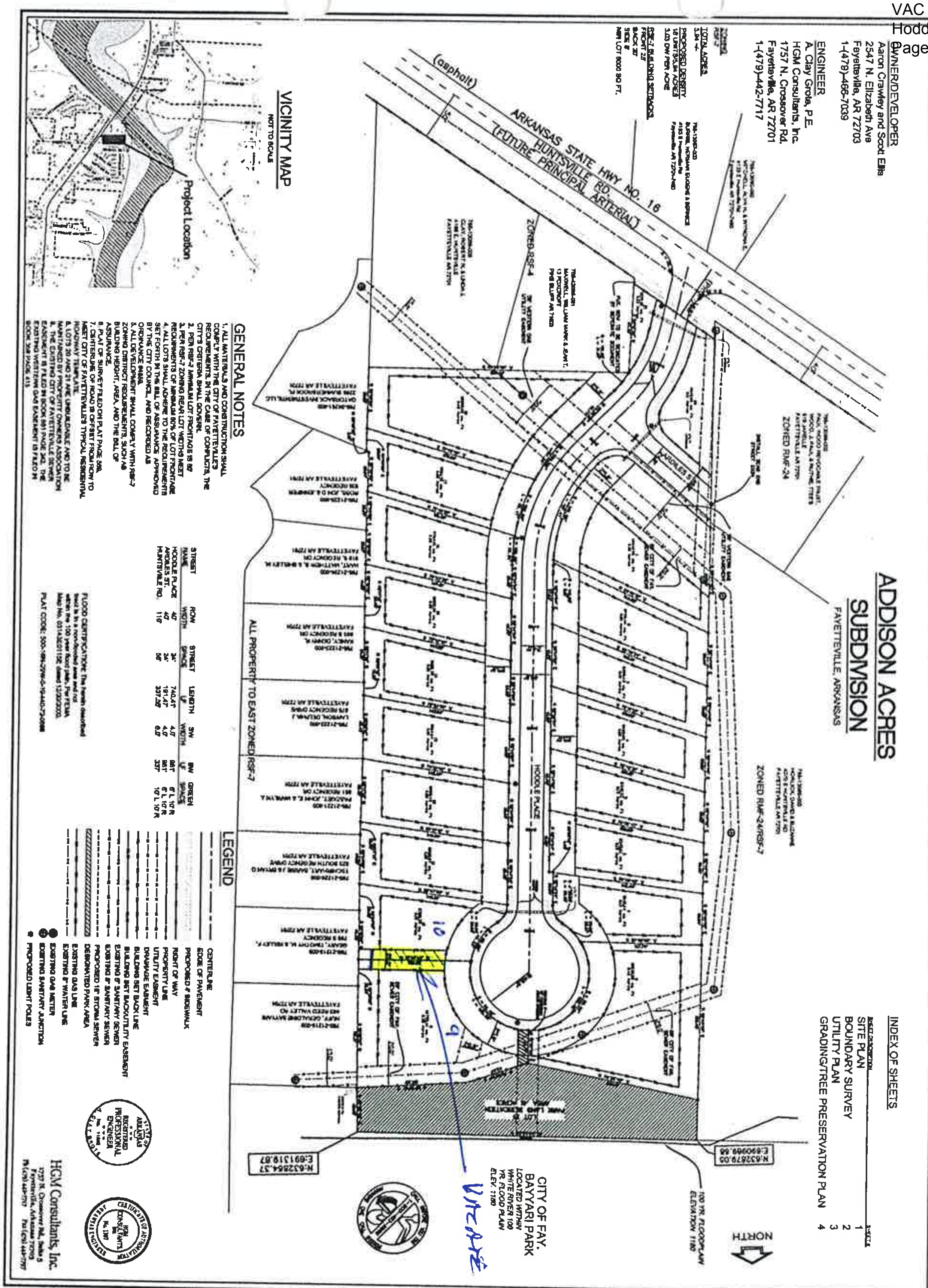
Whereof, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate.

Dated this 22 day of Sept., 2011.

Misty Slavens Logan Slavens
Printed Name

M Slavens Logan Slavens
Signature

1) Copy of Final Plat
2) Adj. Pr. owners (5)
3) Parcel # of Lots 9 & 10



SHEET #: 1	SHEET: SITE PLAN	DATE: 07-21-06	HGM Consultants, Inc.
SCALE: 1"=40'	PROJECT: ADDISON ACRES 4230 HUNTSVILLE RD. FAYETTEVILLE, ARKANSAS	REVISION #: 5 PRJ. NO: HGM06010 ENGINEER: ACG DESIGNER: ETH	1757 CROSSOVER ROAD, SUITE 5 FAYETTEVILLE, ARKANSAS 72701 PH: (479)442-7717

HGM

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

Date: 9-12-11

Utility Company: AT&T (Sue Clouser)

Applicant Name: Cobblestone Homes (Aaron Wirth) Applicant Phone: 479 651-5524

REQUESTED VACATION *(applicant must check all that apply):*

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed)**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described ~~above.~~ ON ATTACHMENTS
- [ ] 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:

Susan K. Clouser
Signature of Utility Company Representative

OSP DESIGN ENGINEER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

Date: 9/23/11

Utility Company: FAYETTEVILLE TRANSPORTATION DEPT

Applicant Name: Cobblestone Homes (Adam Wilson) Applicant Phone: 479 651-5524

REQUESTED VACATION *(applicant must check all that apply)*:

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [x] 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:

Terry L. Gulley
Signature of Utility Company Representative

Transportation Director
Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

Date: 8/12/11

Utility Company: Source Gas

Applicant Name: Cobblestone Homes (Aaron Wirth) Applicant Phone: 479 651-5524

REQUESTED VACATION *(applicant must check all that apply):*

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [x] 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: Division Operating Manager

UTILITY APPROVAL FORM FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

Date: 8/12/11

Utility Company: Cox (Jason Combs)

Applicant Name: Cobblestone Homes (Aaron Wirick) Applicant Phone: 479 651-5524

REQUESTED VACATION *(applicant must check all that apply):*

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed)**

____

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [ ] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

____

No objections provided the following conditions are met:

Any damage or relocation of existing facilities will be at the developer's expense.

[signature]
Signature of Utility Company Representative

Field Engineer
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

Date: 9/22/11

Utility Company: FAYETTEVILLE WIRELESS

Applicant Name: COBBLESTONE Homes (Aaron Wirth) Applicant Phone: 479 651-5574

REQUESTED VACATION *(applicant must check all that apply)*:

- [X] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:
General location / Address (referring to attached document- must be completed**)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [X] 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:

William Dinn
Signature of Utility Company Representative

OPERATIONS MANAGER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

Date: 9/22/11

Utility Company: FAYETTEVILLE SOLID WASTE

Applicant Name: COBBLESTONE HOMES (AARON WIRTH) Applicant Phone: 479 651-5524

REQUESTED VACATION *(applicant must check all that apply)*: fax 582-4807

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

____

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

____
____
____

No objections provided the following conditions are met:

____
____
____

Brian Pugh

Signature of Utility Company Representative

Waste Reduction Coordinator

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

Date: 8/12/11

Utility Company: AEP/SWEPCO (Jim Sargent)

Applicant Name: Cobblestone Homes (Aaron Wirth) Applicant Phone: 479 651-5524

REQUESTED VACATION *(applicant must check all that apply):*

- [X] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

____

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [X] 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:

____
____
____

Tong Ju
Signature of Utility Company Representative

DISTRIBUTION ENGINEER
Title

**UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS**

Date: 9/21/11

Utility Company: Ozarks Electric (Greg McGee)

Applicant Name: Cobblestone Homes (Aaron Wirth) Applicant Phone: 479 651-5524

REQUESTED VACATION *(applicant must check all that apply):*

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right-of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed)**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

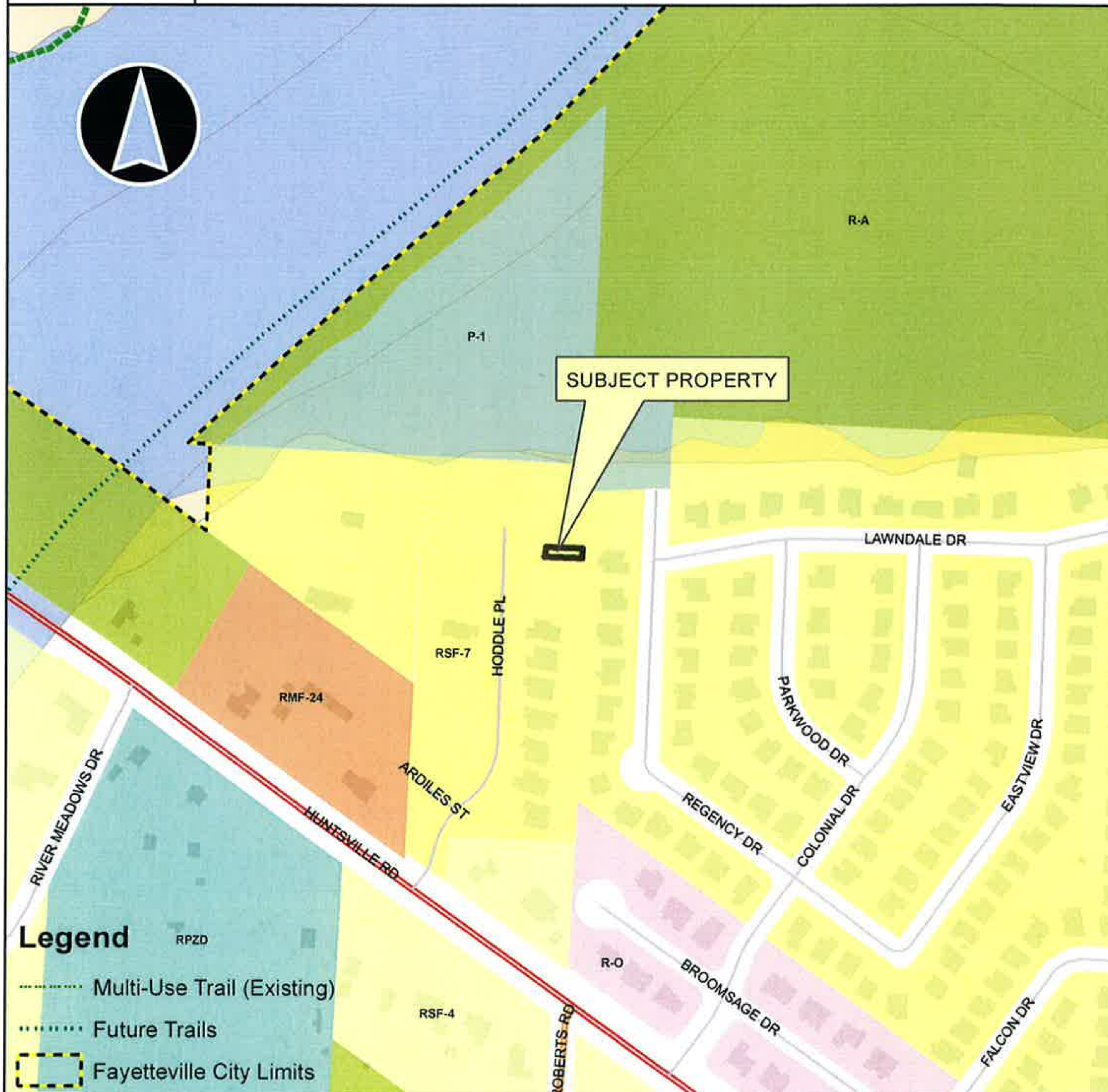
- [x] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Mike Phipps
Signature of Utility Company Representative

SYSTEM STAKING TECH
Title

VAC11-3970	SLAVENS
Close Up View	

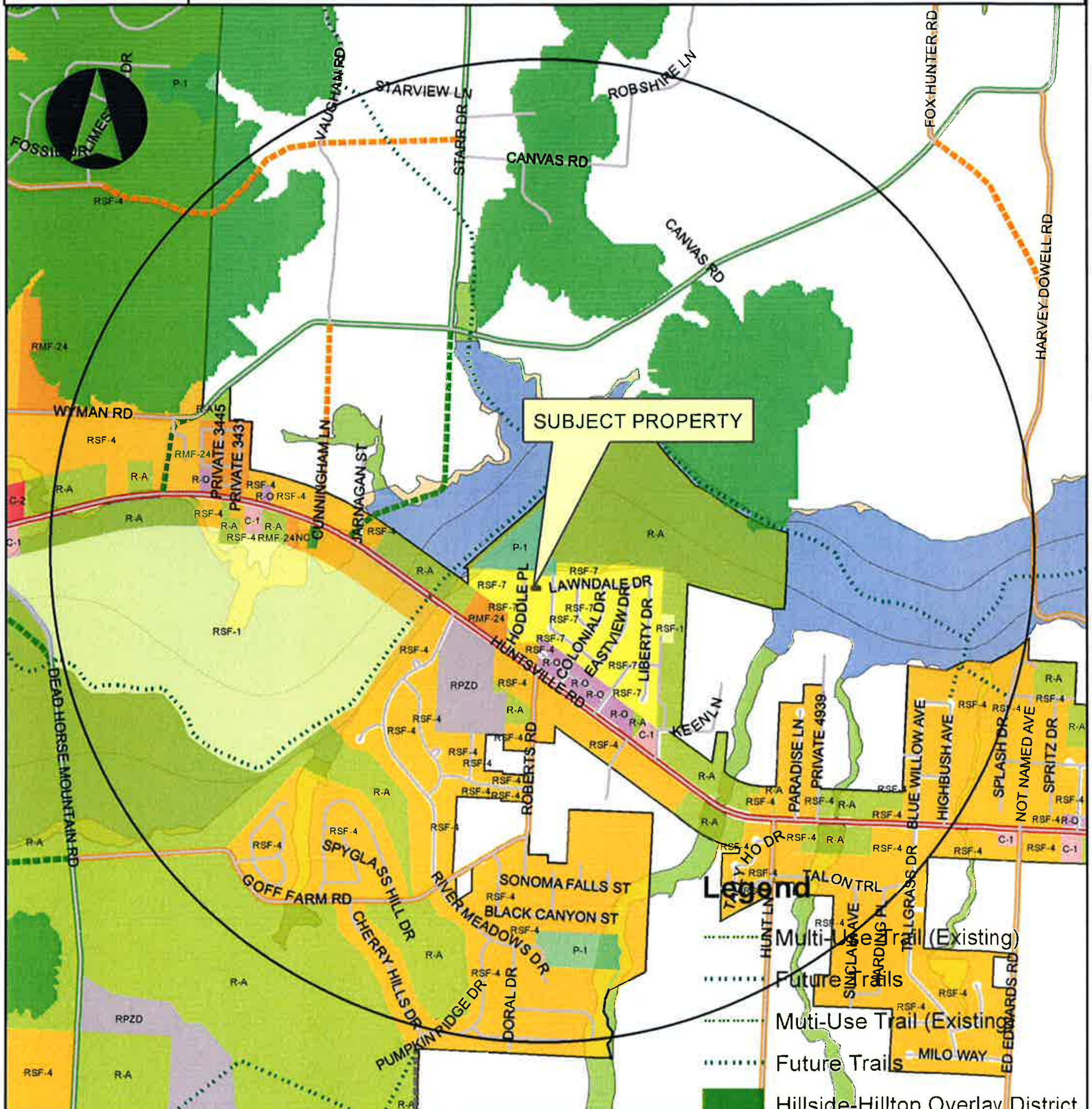


Legend

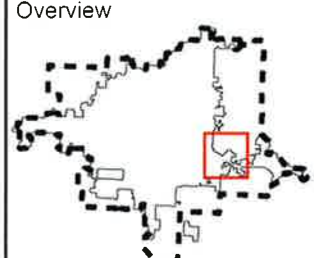
- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits
- Overview VAC11-3970
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

VAC11-3970	SLAVENS
One Mile View	



Overview



Legend

Subject Property

VAC11-3970

Boundary

0 0.25 0.5 1 Miles

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

1/3/2012
City Council Meeting Date
Agenda Items Only

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

Action Required:

Freeze City Clerk Salary for 2012

$ -	$ -	
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** ☐

Sondra E. Smith 12/21/11
Department Director Date

[signature] 12/21/11
City Attorney Date

Paul A. Becker 12-21-2011
Finance and Internal Services Director Date

Paul A. Becker for Don Marr 12-21-2011
Chief of Staff Date

Mayor Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 12-21-11P12:02 RCVD

Received in Mayor's Office ENTERED 12/21/11

Comments:

Fayetteville
ARKANSAS

Office of the City Clerk Treasurer
Sondra E. Smith, City Clerk Treasurer
Lisa Branson, Deputy City Clerk
Amber Wood, Deputy City Clerk
Phone: (479) 575-8323
Fax: (479) 718-7695
city_clerk@ci.fayetteville.ar.us

Departmental Correspondence

To: City Council
Mayor Jordan

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

Date: December 21, 2011

RE: Freeze City Clerk Salary for Calendar Year 2012

Because of the difficult economic condition the City has faced during the past few years and in light of a current salary freeze for City employees, I am requesting that any pay increase for the calendar year 2012 be suspended for my position.

Thank you for your consideration of this matter.

ORDINANCE NO. _______

AN ORDINANCE TO SUSPEND THE NORMAL PAY ADJUSTMENT OF THE CITY CLERK/TREASURER FOR 2012

WHEREAS, §31.30 (E)(3) of the Fayetteville Code would normally require that the City Clerk on January 1, 2012 receive a pay increase "equal to the average percentage pay increase granted to regular full-time non-civil service city employees during the previous year", and;

WHEREAS, Mayor Jordan has had to freeze all city employees' salaries or wages because of the recession; and

WHEREAS, City Clerk/Treasurer Sondra Smith has requested that her salary not be increased for 2012.

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 suspends the operation of §31.30 (E)(3) for 2012 such that City Clerk/Treasurer Sondra Smith's salary shall be frozen at its current level for 2012.

PASSED and **APPROVED** this 3rd day of January, 2012.

APPROVED: ATTEST:

By: ____________________________
LIONELD JORDAN, Mayor

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

ORDINANCE NO. 5300

AN ORDINANCE TO SUSPEND THE NORMAL PAY ADJUSTMENT OF THE CITY CLERK/TREASURER FOR 2010

WHEREAS, §31.30 (E)(3) of the Fayetteville Code would normally require that the City Clerk on January 1, 2010 receive a pay increase "equal to the average percentage pay increase granted to regular full-time non-civil service city employees during the previous year", and;

WHEREAS, Mayor Jordan has had to freeze all city employees' salaries or wages because of the recession; and

WHEREAS, City Clerk/Treasurer Sondra Smith has requested that her salary not be increased for 2010.

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 suspends the operation of §31.30 (E)(3) for 2010 such that City Clerk/Treasurer Sondra Smith's salary shall be frozen at its current level for 2010.

PASSED and **APPROVED** this 15th day of December, 2009.

APPROVED

By: ______________________
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Agenda Session 12-27-11

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda 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
January 3, 2012

A meeting of the Fayetteville City Council will be held on January 3, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Election of Vice Mayor**

2. **Report on the Condition of the Pension Funds**

Agenda Additions:

A. Consent:

1. Approval of the December 6, 2011 and the December 20, 2011 City Council meeting minutes.

2. **Police Department Policy:** A resolution to approve Police Department Policy 33.1.1 Physical Fitness and 53.1 Inspections.

3. **Trail Naming:** A resolution naming Oak Ridge Trail and Meadow Valley Trail.

4. **Bid #11-71 Keeling Company:** A resolution awarding Bid #11-71 and approving a contract with Keeling Company in the amount of $77,333.34 for the purchase of two (2) irrigation wheels for effluent irrigation to hay fields.

5. **Community Services Division Budget Adjustment:** A resolution to approve a budget adjustment to recognize $1,929.00 in donation revenue for the Ranger's Pet Food Bank and $568.00 in donation revenue from the Fayetteville Fraternal Order of Police and citizens for the Senior Giving Tree.

6. **2012 Community Development Block Grant (CDBG):** A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2012 when received in the estimated amount of $589,066.00.

7. **2012 Washington County Inter-Local Agreement:** A resolution approving a month-to-month animal sheltering contract with Washington County, Arkansas beginning in 2012.

8. **Southwestern Electric Power Company (SWEPCO):** A resolution approving an agreement with Southwestern Electric Power Company (SWEPCO) to participate in an energy efficiency rebate program in the amount of $13,569.32, and approving a budget adjustment.

B. Unfinished Business:

1. **Kum & Go Appeal:** Appeal of the Planning Commission's determination to limit access for a proposed Kum and Go Large Scale Development at Martin Luther King, Jr. Blvd and Hill Avenue. *This resolution was tabled at the December 20, 2011 City Council meeting to the January 3, 2012 City Council meeting.*

C. New Business:

1. **2012 Budget Reappropriation Request:** A resolution amending the 2012 city budget by reappropriating up to $57,649,568.00 in bonded or ongoing capital projects, outstanding obligations and grant-funded items previously appropriated in the 2011 city budget but not completed or delivered in 2011.

2. **VAC 11-3970 (862 & 846 Hoddle Place/Slavens):** An ordinance approving VAC 11-3970 submitted by Jorgensen & Associates for property located at 862 & 846 Hoddle Place in Addison Acres Subdivision to vacate a utility easement, a total of 0.57 acres.

3. **Freeze City Clerk Salary:** An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2012.

D. City Council Agenda Session Presentations:

City Council Tour: NONE

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the **Rules of Order and Procedure of the Fayetteville City Council** pertaining to City Council meetings:

(a) **Agenda additions.** A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

(b) **Consent Agenda.** Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

(c) **Old business and new business.**

(i) **Presentations by staff and applicants.** Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

(ii) **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

(d) **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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.

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

LOCAL PENSION FUND REPORT 2011

In keeping with statutory requirements, I am presenting this report for 2011 on the local Police and Fire Retirement and Relief Funds for the City of Fayetteville. Both of these plans were closed, by law, in 1983 and there are no longer any active working members remaining. There are currently 44 police and 57 fire retirees and beneficiaries in the system.

At December 2011 projected expenses from the fire pension fund were approximately $1.5 million as compared to fund revenues of $900,000. Projected police pension fund expenses were approximately $1.6 million as compared to fund revenues in excess of $1.2 million. This is before adjusting investments to market value. However, on a cash flow basis, contributions are not covering expenses.

Actuarial evaluations are the responsibility of the State of Arkansas Fire and Police Pension Review Board. The last evaluations completed were as of July, 2011 for the year ending December 31, 2010
Based on those evaluations the unfunded pension obligations of the Police and Fire Funds were $6.1 million and $8.3 million respectively and have grown considerably from prior years. The unfunded actuarially accrued liabilities for these funds were approximately $13.2 million for police and $15 million for fire. In the annual reports issued by the Arkansas Pension Review Board neither the fire nor police pension fund were found to be actuarially sound pursuant to established financial tests. Again, this actuarial valuation is for the 2010 fiscal year not 2011.

As many of you may remember on October 18, 2010 representatives of the Pension Review Board came to Fayetteville to present a special report on the Fire Pension Fund. Both Fire Pension Board members and City Council members attended the meeting when this report was presented .During that presentation, the PRB Board Actuary indicated that the fund runs a 90% risk of ruin within the next 5 to 10 years. The Fire Pension Board was, therefore, told of the current status of the fund in 2011. The Fire Pension Board has been aware of the unstable state of the fund and has been discussing the situation and possible options for almost two years but has not decided on a plan of action by the majority of the pension board. The primary option which has been discussed is the possible reduction of current benefits. The City Clerk and I have moved and had numerous votes to reduce benefits but all votes to do so up to this point and time have failed. However, the pension board has been advised that there is no specific enabling legislation to reduce benefits and legal issues might prevent that option. All other options presented would require substantial financial contributions by the City. However, the City Attorney has advised the Pension Board that the City has no direct obligation to fund the pension plan; other than a .4 mill dedicated levy for each, plus state insurance turn back.

In 2011 operating conditions of the Fire Pension Fund have been relatively the same so no improvement has been made. However the asset value of the fund has fallen to under $5,000,000 which makes it subject to further investment restrictions. These restrictions no longer allow investments in individual securities. Investments will be limited to cash, cash equivalents, government bonds and no load mutual funds. This means overall returns in the future are likely to be less than previously experienced which could bring about depletion of the fund even earlier unless the pension board does something.

As recently as December the PRB has continued to classify the Fire Pension Fund as “projected insolvent”.

The Police Pension Fund is also considered actuarially unsound but not in immediate danger of becoming insolvent. The Police Pension Board is also aware of the Police Pension Fund status and has been considering options that would guarantee long term solvency.

I will continue to closely monitor these funds in the future and keep you apprised of any new developments.

Sondra Smith - State of the City Speech Date--January 17, 2012

From: Lindsley Smith
To: ssmith@ci.fayetteville.ar.us
Date: 12/7/2011 4:33 PM
Subject: State of the City Speech Date--January 17, 2012
CC: Broyles, Lana; ljordan@ci.fayetteville.ar.us; Marr, Don

Sondra,

The Mayor has confirmed to go with the date in January as the State of the City is usually given even though the Legislature extended the timing on it in the last Legislative Session. As such, it would be the date that you and I identified--January 17--for the Mayor's to give the annual State of the City address. So, the Pension report would be on January 3, and the State of the City would be January 17, which are the dates you had but needed confirmed on the State of the City day.

Lindsley

Lindsley Smith
Communication Director
City of Fayetteville
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FAX 479-575-8257
TDD 479-521-1316

FAY
FIND IT IN FAYETTEVILLE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and members of the City Council

Thru: Sondra E. Smith, City Clerk

From: Lisa Branson, Deputy City Clerk

Date: December 29, 2011

Subject: Revised Nominating Committee Report

PROPOSAL:

At the December 20, 2011 City Council meeting, members of the City Council unanimously approved the Nominating Committee Report. In regards to the Airport Board appointment, Bill Corley should have been appointed to the Aeronautical Term ending 12/31/16 and Ken Haxel should have been appointed to the University of Arkansas Term ending 12/31/16.

RECOMMENDATION:

Assistant City Attorney Jason Kelley recommends that the City Council re-approve these two appointees on the Airport Board to the correct positions. A copy of the revised Nominating Committee Report is attached.

BUDGET IMPACT:

None

Revised Nominating Committee Report

Meeting: Wednesday, December 14, 2011
City Hall, Room 326, 4:00 p.m.
Members Present – Adella Gray, Bobby Ferrell, Rhonda Adams, and Mark Kinion

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The Committee recommends the following candidates for appointment:

Active Transportation Advisory Committee
- Quin Thompson – One Term Ending 12/31/13
- Gale Wingate – One Term Ending 12/31/13
- Jared Hintergardt – One Term Ending 12/31/13
- Nick Jones – One Term Ending 12/31/13
- Aaron Thomas – One Term Ending 12/31/13

Airport Board
- Bill Corley – One Aeronautical Term Ending 12/31/16
- Ken Haxel– One University of Arkansas Term Ending 12/31/16

Animal Services Advisory Board
- No applications were received

Audit Committee
- Judy Jacobs – One Term Ending 12/31/14

Board of Adjustments
- Tim Stein – One Unexpired Term Ending 03/31/15

Construction Board of Adjustments and Appeals
- Brian Hogue – One Unexpired Alternate Member Term Ending 03/31/12

Environmental Action Committee
- Dana Smith – One Citizen-at-Large Term Ending 12/31/14
- Lori Yazwinski – One Citizen-at-Large Term Ending 12/31/14

Housing Authority Board of Commissioners
- Matthew Cabe – One Term Ending 12/28/16

Parks and Recreation Advisory Board
- Phillip McKnight – One Term Ending 12/31/14
- Grant Hodges – One Term Ending 12/31/14
- John M. Paul – One Term Ending 12/31/14

Telecommunications Board

- Greg Goggans – One unexpired Term Ending 06/30/13

Urban Forestry Advisory Board

- Betty Martin – One University Representative Term Ending 12/31/13
- Donald Steinkraus – One Community Citizen-at-Large Term Ending 12/31/13