

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
April 3, 2012**

A meeting of the Fayetteville City Council will be held on April 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. Nominating Committee Report - APPROVED

Agenda Additions:

A. Consent:

1. Approval of the March 20, 2012 City Council meeting minutes. **APPROVED**
2. **McClelland Consulting Engineers, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the agreement with the McClelland Consulting Engineers, Inc. for airport engineering services.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 62-12

3. **Keeling Company:** A resolution authorizing purchase of an additional two (2) irrigation wheels from Keeling Company in the amount of \$77,333.34, pursuant to Bid #11-71, for effluent irrigation to hay fields.

THIS ITEM WAS REMOVED FROM CONSENT FOR DISCUSSION.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 63-12

4. **Crafton Tull & Associates:** A resolution approving a contract with Crafton Tull & Associates in an amount not to exceed \$120,000.00 for engineering services to design water and sewer creek crossing repairs related to Spring 2011 floods, approving a project contingency of \$6,000.00, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 64-12

5. **Bid #12-14 Heckathorn Construction Company:** A resolution awarding Bid #12-14 and approving a contract with Heckathorn Construction Company in the amount of \$42,421.00 for the structural repair of three storm damaged structures at the biosolids management site.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 65-12

6. **Environmental Consulting Operations, Inc. Amendment No. 6:** A resolution approving Amendment No. 6 to the Engineering Contract with Environmental Consulting Operations, Inc. in the amount of \$42,660.00 for pipeline stormwater, wetlands, and environmental issues and 2012 wetland site maintenance and reporting.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 66-12

7. **IES Interactive Training USA:** A resolution approving an agreement with IES Interactive Training USA in the amount of \$28,462.90, pursuant to a federal procurement agreement with the General Services Administration, for the purchase of a Use of Force Simulator for the Police Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 67-12

B. Unfinished Business:

1. **Amend Chapter 151 Definition of “Family”:** An ordinance to amend the definition of “Family” found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. *This ordinance was left on the First Reading at the February 7, 2012 City Council meeting. This ordinance was left on the Second Reading at the February 21, 2012 City Council meeting. This ordinance was left on the Third Reading and tabled at the March 6, 2012 City Council meeting. This item was removed from the table at the March 20, 2012 City Council meeting and placed on the April 3, 2012 City Council agenda.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5490

2. **RZN 12-4028 (1400 and 1500 Blocks of N. Desoto Pl./Abshier Heights):** An ordinance rezoning that property described in rezoning petition RZN 12-4028, for approximately 2.18 acres, located at 1400 and 1500 Block of North Desoto Place (Track “A” of Abshier Heights) from R-PZD, Residential Planned Zoning District R-PZD 06-1883 to RSF-8, Residential Single-Family, 8 units per acre. ***This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5491

3. **ADM 12-4029 (Abshier Heights R-PZD Modification No. 4):** An ordinance amending a residential planned zoning district entitled R-PZD 06-1883, Abshier Heights, located at the northwest corner of Abshier Drive and Hillcrest Avenue, containing approximately 4.11 acres, to reflect revised architectural standards as described and depicted herein. ***This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5492

C. New Business:

1. **Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$45,969.00 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5493

2. **RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance.

THIS ITEM WAS LEFT ON THE SECOND READING.

3. **Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District.

THIS ITEM WAS LEFT ON THE SECOND READING.

4. **Kum & Go, L.C.:** A resolution to grant the appeal of Kum & Go, L.C. and to amend and approve its large scale development to agree with the plat submitted with its appeal letter.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 68-12

City Council Tour:

Announcements:

Adjournment: 9:55 p.m.

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.

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

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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.

Old business and new business.

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.

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.

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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Subject:	Roll				
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan	✓			

4-0

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

Subject:	Consent #3 Keeling Company removed from Consent				
Motion To:		Approve			for discussion.
Motion By:		Boudreaux			
Seconded:		Kinion			
<u>Approved</u> #3 Keeling Co. removed for discussion <u>Minutes Approved</u> 6-2-12 thru 6-7-12	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

8-0

Subject:	Nominating Committee Report				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Kinion			
<u>Approved</u>	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

8-0

Subject:		#3 from Consent - Keeling Company			
Motion To:		Amend Resolution			
Motion By:		Lewis		Ferrell	
Seconded:		Gray		Kinion	
<u>Passed</u> 63-12	Lewis	✓		✓	
	Gray	✓		✓	
	Boudreaux	✓		✓	
	Kinion	✓		✓	
	Petty	✓		✓	
	Tennant	✓		✓	
	Ferrell	✓		✓	
	Adams	✓		✓	
	Mayor Jordan				

8-0

8-0

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

Subject:		Amend Chapter 151 Definition of "Family"			
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business <u>passed</u> 5490	Lewis	N			
	Gray	✓			
	Boudreaux	✓			
	Kinion	N			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

6-2

Subject:		RZN 12-4028 (1400 and 1500 Blocks of N. Desoto Pl./Abshier Heights)			
Motion To:					
Motion By:					
Seconded:					
B. 2 Unfinished Business <u>passed</u> 5491	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	ADM 12-4029 (Abshier Heights R-PZD Modification No. 4)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Ferrell</i>	<i>Gray</i>		
Seconded:		<i>Tennant</i>	<i>Adams</i>		
B. 3 Unfinished Business <i>passed</i> 5492	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

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

Subject:	Regional Urban Stormwater Education Program				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Boudreaux</i>	<i>Boudreaux</i>		
Seconded:		<i>Lewis</i>	<i>Gray</i>		
C. 1 New Business <i>Passed</i> <i>5493</i>	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				

*8-0**8-0**8-0*

Subject:	RZN 12-4042 (1700 Old Wire Road/Cooper and Williams)				
Motion To:		<i>2nd Read</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Gray</i>			
C. 2 New Business <i>Left on the Second Reading</i>	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

Subject:		Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks)			
Motion To:					
Motion By:			2nd Read Jernell		
Seconded:			Boudreaux		
C. 3 New Business Left on the Second Reading	Lewis		✓		
	Gray		✓		
	Boudreaux		✓		
	Kinion		✓		
	Petty		✓		
	Tennant		✓		
	Ferrell		✓		
	Adams		Absent during the vote		
Mayor Jordan					

7-0

Subject:		Kum & Go, L.C.			
Motion To:			Amend to remove - this condition of approval	Approve	
Motion By:			Lewis		
Seconded:			Kinion		
C. 4 New Business <u>passed</u> 68-12	Lewis		✓	N	
	Gray		N	✓	
	Boudreaux		N	✓	
	Kinion		✓	N	
	Petty		✓	N	
	Tennant		N	✓	
	Ferrell		N	✓	
	Adams		N	✓	
Mayor Jordan					

3-5
failed (amendment)

5-3



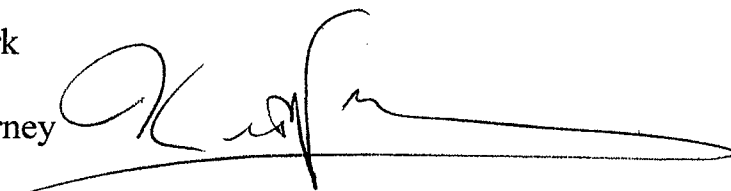
Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney



DATE: April 4, 2012

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

1. **McClelland Consulting Engineers, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the agreement with McClelland Consulting Engineers, Inc. for airport engineering services.
2. **Keeling Company:** A resolution authorizing purchase of an additional two irrigation wheels from Keeling Company in the total amount of \$77,333.34 plus applicable sales taxes, pursuant to Bid #11-71, for effluent irrigation to hay fields.
3. **Crafton Tull & Associates:** A resolution approving a contract with Crafton Tull & Associates in an amount not to exceed \$120,000.00 for engineering services to design water and sewer creek crossing repairs related to spring 2011 floods, approving a project contingency of \$6,000.00, and approving a budget adjustment.
4. **Bid #12-14 Heckathorn Construction Company:** A resolution awarding Bid #12-14 and approving a contract with Heckathorn Construction Company in the amount of \$42,421.00 for the structural repair of three storm-damaged structures at the Biosolids Management site.
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6. IES Interactive Training USA: A resolution and agreement with IES Interactive Training USA in the amount of \$28,462.90, pursuant to a federal procurement agreement with the General Services Administration, for the purchase off a Use Of Force simulator for the Police Department.

7. Amend Chapter 151 Definition of "Family": An ordinance to amend the definition of "Family" found in Chapter 151 **Definitions** of the Unified Development Code to allow the City Council to authorize up to five unrelated persons in some units of a Planned Zoning District.

8. ADM 12-4029: An ordinance waiving the requirements of formal competitive bidding and approving a Memorandum Of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$45,969.00 for the Regional Urban Stormwater Education program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

9. Kum & Go Appeal: A resolution to grant the appeal of Kum & Go, L.C. and to amend and approve its Large Scale Development to agree with the Plat submitted with its appeal letter.

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THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: Bid 12-14, Construction – Barn Repair

Contractor: Heckathorn Construction Company, Inc.

Term: Single Project with no revolving terms

This contract executed this _____ day of _____, 2012, between the City of Fayetteville, Arkansas, and Heckathorn Construction Company, Inc.. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Heckathorn Construction Company, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-14 as stated in Heckathorn Construction Company, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-14, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Heckathorn Construction Company, Inc. based on their bid proposal in an amount not to exceed \$ 42,421.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Heckathorn Construction Company, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-14 with the specifications and conditions typed thereon.
 - B. Heckathorn Construction Company, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Heckathorn Construction Company, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Heckathorn Construction Company, Inc.
5. Heckathorn Construction Company, Inc. shall not assign its duties under the terms of this agreement.
6. Heckathorn Construction Company, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Heckathorn Construction Company, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Heckathorn Construction Company, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Heckathorn Construction Company, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

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

Property Damage Liability

\$1,000,000 aggregate.

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

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

WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk



CONTRACTOR

BY 

NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

OPTION 2: A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

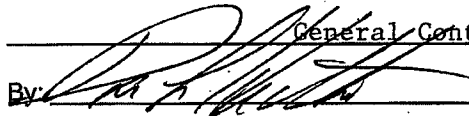
Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: Heckathorn Construction Company, Inc.(SEAL)

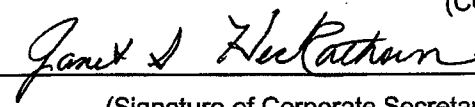
State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): _____

General Contractor
By:  _____
(Signature – attach evidence of authority to sign)

Name (type or printed): Don L. Heckathorn

Title: President

(CORPORATE SEAL)
Attest:  _____
(Signature of Corporate Secretary)

Business address: 1880 N. Birch Avenue

Fayetteville, AR 72703

Phone No.: 479-442-5386 FAX No.: 479-442-7385

**SUBMIT THIS PAGE
WITH BID**

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
March 20, 2012**

A meeting of the Fayetteville City Council was held on March 20, 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 Boudreaux, Kinion, Tennant, Ferrell, Adams, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Gray and Petty

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Nominating Committee Report:

Alderman Ferrell presented the Nominating Committee Report. A copy of the report is attached.

Alderman Ferrell moved to approve the Nominating Committee Report. Alderman Lewis seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray and Petty were absent.

Agenda Additions: None

Consent:

Approval of the March 6, 2012 City Council meeting minutes.

Approved

Animal Shelter Donation: A resolution to accept \$3,660.00 donated in the memory of Mrs. Mary Osborne to the Fayetteville Animal Shelter and to approve the budget adjustment recognizing this donation revenue.

Resolution 53-12 as recorded in the office of the City Clerk.

2011 Arkansas Department of Environmental Quality Recycling Grant: A resolution authorizing acceptance of a 2011 Arkansas Department of Environmental Quality Recycling Grant, through the Boston Mountain Solid Waste District, in the amount of \$18,500.00 for recycling containers for the apartment/festival recycling programs, and approving a budget adjustment.

Resolution 54-12 as recorded in the office of the City Clerk.

Bid #12-18 LJB Construction, Inc.: A resolution awarding Bid #12-18 and approving a contract with LJB Construction, Inc. in the amount of \$49,300.00 for the installation of a concrete barrier wall along Knapp Street above the Meadow Valley Trail, and approving a ten percent (10%) project contingency.

Resolution 55-12 as recorded in the office of the City Clerk.

University of Arkansas – Oak Ridge Trail: A resolution approving a budget adjustment in the amount of \$123,042.00 recognizing revenue from the University of Arkansas for its cost-share portion of construction of Oak Ridge Trail.

Resolution 56-12 as recorded in the office of the City Clerk.

Frisco Trail Southern Extension: A resolution authorizing a contract with Garver, LLC in an amount not to exceed \$189,500.00 for professional engineering design services related to the Frisco Trail southern extension, accepting a fifty percent (50%) matching grant from the Walton Family Foundation, Inc., and approving a budget adjustment in the amount of \$216,000.00 recognizing revenue from the Walton Family Foundation, Inc. and the Home Depot Foundation.

Resolution 57-12 as recorded in the office of the City Clerk.

Bid #12-19 Peterbilt of Fort Smith: A resolution awarding Bid #12-19 and authorizing the purchase of three (3) automated side load solid waste trucks from Peterbilt of Fort Smith in the amount of \$775,629.00 for use in the Solid Waste Division.

Resolution 58-12 as recorded in the office of the City Clerk.

Bale Chevrolet of Little Rock: A resolution approving the purchase of six (6) Chevrolet Tahoes from Bale Chevrolet of Little Rock, pursuant to a state procurement contract, in the total amount of \$210,000.00.

Resolution 59-12 as recorded in the office of the City Clerk.

Garver, LLC Amendment No. 5: A resolution approving amendment No. 5 to the engineering contract with Garver, LLC in the amount of \$21,679.00 to increase the fee for construction phase services related to the Mount Comfort Road Project.

Resolution 60-12 as recorded in the office of the City Clerk.

Alderman Boudreaux moved to approve the Consent Agenda as read. Alderman Kinion seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray and Petty were absent.

Unfinished Business: None

Public Hearing:

Highway 16 Armstrong to Stonebridge Condemnation and Possession: A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by Jey Investments, LTD., First State Bank, Benefit Bank, Alejandro Alban, Algis Martinez & Gina Alban, and Tim D. & Deeann B. Studebaker, needed for water and sewer relocations along State Highway 16.

Mayor Jordan opened the Public Hearing

Chris Brown, City Engineer gave a brief description of the resolution.

City Attorney Kit Williams stated we will continue to negotiate even after the City Council has authorized these condemnations assuming that is what you are going to do. He also gave a brief explanation of a past case that went before the Supreme Court.

Alderman Ferrell questioned the number of condemnations being proposed.

City Attorney Kit Williams confirmed that there were five condemnations being proposed.

There was no public comment.

Mayor Jordan closed the Public Hearing

Alderman Boudreaux moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed 6-0. Alderman Gray and Petty were absent.

Resolution 61-12 as recorded in the office of the City Clerk.

New Business:

Waive Competitive Bidding §34.23: An ordinance waiving the requirements for bids by applying §34.23(F), (Purchases and Contracts not in excess of \$20,000.00), of the Fayetteville Code of Ordinances and approving a contract with the Illinois River Watershed Partnership in the amount of \$10,000.00 for watershed education and planning services.

City Attorney Kit Williams read the ordinance.

Alderman Lewis stated I will have to recuse myself because I am still publishing my papers on the research that they helped fund.

Alderman Boudreaux moved to suspend the rules and go to the second reading. **Alderman Kinion** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Gray** and **Petty** were absent. **Alderman Lewis** recused. **Mayor Jordan** voted yes to suspend the rules and go to the second reading.

City Attorney Kit Williams read the ordinance.

Alderman Boudreaux moved to suspend the rules and go to the third and final reading. **Alderman Kinion** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Gray** and **Petty** were absent. **Alderman Lewis** recused. **Mayor Jordan** voted yes to suspend the rules and go to the third reading.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell stated anything we do to help educate our people to keep our water clean is probably money well spent.

Alderman Adams: I think it is wonderful that our own Dr. Sarah Lewis is participating in this and we are fortunate on this Council and in the City to have someone doing work and research that is associated with this. I appreciate her expertise on our Council.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. **Alderman Gray** and **Petty** were absent. **Alderman Lewis** recused.

Ordinance 5488 as Recorded in the office of the City

RZN 12-4045 (Martin Luther King Blvd./Career Academy): An ordinance rezoning that property described in rezoning petition RZN 12-4045, for approximately 1.14 acres, located on the north side of Martin Luther King Boulevard at the border between Fayetteville and Farmington from R-A, Residential Agricultural to CS, Community Services.

City Attorney Kit Williams read the ordinance.

Andrew Garner, Senior Planner gave a brief description of the ordinance.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Lewis seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray and Petty were absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Lewis: I am very glad to see the use of the form based code that moves it closer to the road which then allows for more buffers along the stream there. It's a good use to preserve some of our natural resources. Thank you.

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

Ordinance 5489 as Recorded in the office of the City

RZN 12-4028 (1400 and 1500 Blocks of N. Desoto Pl./Abshier Heights): An ordinance rezoning that property described in rezoning petition RZN 12-4028, for approximately 2.18 acres, located at 1400 and 1500 Block of North Desoto Place (Track "A" of Abshier Heights) from R-PZD, Residential Planned Zoning District R-PZD 06-1883 to RSF-8, Residential Single-Family, 8 units per acre.

Andrew Garner: The applicant requested that the item be tabled to the next City Council meeting. I recommend that it be left on the first reading.

City Attorney Kit Williams read the ordinance.

Left on the First Reading

ADM 12-4029 (Abshier Heights R-PZD Modification No. 4): An ordinance amending a residential planned zoning district entitled R-PZD 06-1883, Abshier Heights, located at the northwest corner of Abshier Drive and Hillcrest Avenue, containing approximately 4.11 acres, to reflect revised architectural standards as described and depicted herein.

City Attorney Kit Williams read the ordinance.

Mayor Jordan: Andrew you wanted to leave this on the first reading.

Left on the First Reading

City Attorney Kit Williams asked the City Council to approve a motion to resume consideration of the ordinance amending the definition of family for the first meeting in April. That way we can officially get it back on the agenda and everyone will be aware that it is coming forward.

Alderman Adams moved to resume consideration of the ordinance amending the definition of family at the April 3, 2012 City Council meeting. Alderman Ferrell seconded the motion.

James Butch Coger, resident of 2109 W. Loren Circle stated my request would be that this ordinance be pulled and not go any further with it.

Mayor Jordan stated we are trying to decide whether the Council wants to hear this again in April.

City Attorney Kit Williams: He can say that he does not want you to pass the motion to resume consideration.

James Butch Coger: When we get to this point can an alderman that has brought an ordinance before the board withdraw it?

City Attorney Kit Williams: No, it will be back before the City Council and it is their decision. No single Alderman can do anything at this point. It requires the body as a whole to make the decision.

James Butch Coger: I would highly recommend that this not be passed.

City Attorney Kit Williams: This is so that we can put it on the agenda so everybody gets proper notification that you are going to consider it at the first meeting in April.

Upon roll call the motion passed 5-1. Aldermen Adams, Lewis, Boudreaux, Tennant and Ferrell voting yes. Alderman Kinion voting no. Alderman Gray and Petty were absent.

Announcements:

Adjournment: 6:30 PM

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

*Amended at the City Council Meeting 4-3-12
Removed from the Consent Agenda for discussion*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PURCHASE OF AN ADDITIONAL TWO (2) IRRIGATION WHEELS FROM KEELING COMPANY IN THE TOTAL AMOUNT OF \$77,333.34 PLUS APPLICABLE SALES TAXES, PURSUANT TO BID #11-71, 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 authorizes the purchase of an additional two (2) irrigation wheels from Keeling Company in the total amount of \$77,333.34 plus applicable sales taxes, pursuant to Bid #11-71, for effluent irrigation to hay fields.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Handed out at the City Council
meeting 4-3-12. Amend
Chapter 151 Definition of "Family"

Lindsley Smith
Communication Director
City of Fayetteville
lsmith@ci.fayetteville.ar.us
PHONE 479-575-8330
FAX 479-575-8257
TDD 479-521-1316
Get connected to your community on the [Community Link](#).



Community Events, Ideas, News, & Volunteers.

>>> On 1/30/2012 at 5:13 PM, John Acken <JAcken@capstonemail.com> wrote:
Rhonda,

Thank you for your help changing the zoning to allow for five unrelated persons to live in a unit. I have reviewed the draft change, and my only concern is that it requires "each five person unit must be placed within a free standing structure." This restriction would seem to prevent a five bedroom duplex unit as well as our "manor house" which is one building with 4 five bedroom units. The manor houses are extremely popular because the four units surround a common courtyard and gathering space. Likewise, we position the duplex units to create interior courtyards for the students. (I have attached marketing materials for our project in College Station, Texas. Pages 17 to 24 show elevations of manor houses and five bedroom duplex houses)

If we are required to build all five bedroom single homes then we will have to separate the houses by 12 feet. Although 12 feet does not sound like a lot of space when you multiply it across an entire development it adds up to a considerable amount of space that is not usable by the tenants. Also, the decrease in density caused by having all single family homes offsets the economic benefits of allowing a five bedroom unit. Please feel free to give me a call either on my direct line or my cell phone at your convenience to discuss, and thank you again for your help.

Sincerely,

John Acken
Senior Vice President
Capstone Collegiate Communities
Direct 205 414 6432
Cell 205 789 7452

-----Original Message-----

From: Paula Marinoni [<mailto:pm@paulamarinoni.com>]
Sent: Monday, January 30, 2012 2:02 PM
To: John Acken; John E. Vawter
Subject: FW: proposed amendment

Paula Marinoni

Executive Broker
"Best Places" Realty
pm@PaulaMarinoni.com
479-466-4128

-----Original Message-----

From: Rhonda Adams [mailto:rhonda@adamsward4.com]
Sent: Monday, January 30, 2012 1:48 PM
To: pm@paulamarinoni.com
Subject: Re: proposed amendment

Hello Paula,

Here it is. Sorry I didn't get it to you this a.m. One of those crazy Monday mornings! Talk to you soon.

Rhonda

On Mon, 30 Jan 2012 10:59:00 -0600

"Paula Marinoni" <pm@paulamarinoni.com> wrote:

>
>
> Hi Rhonda;
>
>
>
> Do you have a draft of the proposed amendment yet?
>
>
>
> We need to run it past the other developer to make sure it addresses
>their needs too.
>
>
>
> Thank you!
>
>
>
> Paula
>
>
>
>
>
> Paula Marinoni
>
> Executive Broker
>
> "Best Places" Realty
>

Handed out at the City Council Meeting by Walt Eilers
B. 1. Amend Chapter 151 Definition of "Family"

Eilers April 3, 2012 comments to the Council

Aldermen:

This evening I appeal to you as a Fayetteville investor to step back from the passage of this amendment to the definition of family.

The process to bring this change to a long-standing set of community devised standards has not been inclusive. It has not been consistent as is the culture of Fayetteville with the community plans, charettes and engagement of those directly affected.

I encourage you not to ring this bell, because once it is rung, it cannot be unring.

I mentioned that I speak as a Fayetteville investor. Let me put this in a graphic for you. I speak for a class of us who were not included in any discussion on this amendment.

Investors are those residents who own property, pay our taxes, support our schools and donate to local charities and are consistently engaged in this community. These are the volunteers that give Fayetteville its uniqueness.

Investors are different from customers, not better just different in their level of commitment. Investors have an ownership stake in this community by virtue of their time, talent and financial commitment. We are here for the long haul.

Customers are also important in the community and economy, but they are here for a game, an event, a development or a semester and then they move along their life path. Customers have a vital place in the economy of the community, but they lack the degree of investment of the investors.

My appeal to you this evening is the same as it has been since I learned of this amendment in March:

Consider the impact on the quality of the lives of both the customers and the investors.

Consider the impact on the investors' property values.

Consider how this change will be explained and enforced so that it does not become the standard.

Consider a broader, long-term view of how the community will grow and change as the university grows and changes.

Walt Eilers 2044 W. Archer Drive 72701 479.283.2784

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 April 3, 2012

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

Agenda Additions:

A. Consent:

1. Approval of the March 20, 2012 City Council meeting minutes.
2. **McClelland Consulting Engineers, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the agreement with the McClelland Consulting Engineers, Inc. for airport engineering services.
3. **Keeling Company:** A resolution authorizing purchase of an additional two (2) irrigation wheels from Keeling Company in the amount of \$77,333.34, pursuant to Bid #11-71, for effluent irrigation to hay fields.

4. **Crafton Tull & Associates:** A resolution approving a contract with Crafton Tull & Associates in an amount not to exceed \$120,000.00 for engineering services to design water and sewer creek crossing repairs related to Spring 2011 floods, approving a project contingency of \$6,000.00, and approving a budget adjustment.
5. **Bid #12-14 Heckathorn Construction Company:** A resolution awarding Bid #12-14 and approving a contract with Heckathorn Construction Company in the amount of \$42,421.00 for the structural repair of three storm damaged structures at the biosolids management site.
6. **Environmental Consulting Operations, Inc. Amendment No. 6:** A resolution approving Amendment No. 6 to the Engineering Contract with Environmental Consulting Operations, Inc. in the amount of \$42,660.00 for pipeline stormwater, wetlands, and environmental issues and 2012 wetland site maintenance and reporting.
7. **IES Interactive Training USA:** A resolution approving an agreement with IES Interactive Training USA in the amount of \$28,462.90, pursuant to a federal procurement agreement with the General Services Administration, for the purchase of a Use of Force Simulator for the Police Department.

B. Unfinished Business:

1. **Amend Chapter 151 Definition of “Family”:** An ordinance to amend the definition of “Family” found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. ***This ordinance was left on the First Reading at the February 7, 2012 City Council meeting. This ordinance was left on the Second Reading at the February 21, 2012 City Council meeting. This ordinance was left on the Third Reading and tabled at the March 6, 2012 City Council meeting. This item was removed from the table at the March 20, 2012 City Council meeting and placed on the April 3, 2012 City Council agenda.***

Left on the Third Reading

2. **RZN 12-4028 (1400 and 1500 Blocks of N. Desoto Pl./Abshier Heights):** An ordinance rezoning that property described in rezoning petition RZN 12-4028, for approximately 2.18 acres, located at 1400 and 1500 Block of North Desoto Place (Track “A” of Abshier Heights) from R-PZD, Residential Planned Zoning District R-PZD 06-1883 to RSF-8, Residential Single-Family, 8 units per acre. ***This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.***

Left on the First Reading

3. **ADM 12-4029 (Abshier Heights R-PZD Modification No. 4):** An ordinance amending a residential planned zoning district entitled R-PZD 06-1883, Abshier Heights, located at the northwest corner of Abshier Drive and Hillcrest Avenue, containing approximately 4.11 acres, to reflect revised architectural standards as described and depicted herein. ***This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.***

Left on the First Reading

C. New Business:

- 1. Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$45,969.00 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.
- 2. RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance.
- 3. Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District.
- 4. Kum & Go, L.C.:** A resolution to grant the appeal of Kum & Go, L.C. and to amend and approve its large scale development to agree with the plat submitted with its appeal letter.

D. City Council Agenda Session Presentations:

1. City's Annual Stormwater Education Program - Katie Teague

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:

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.

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.

Old business and new business.

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.

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.

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

A. 2
 McClelland Consulting Engineers, Inc.
 Amendment No. 1
 Page 1 of 6

City Council Agenda Items
 and
 Contracts, Leases or Agreements

April 3, 2012
 City Council Meeting Date

Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: A Resolution to approve Amendment No. 1 to the Agreement with McClelland Consulting Engineers, Inc. for Airport engineering services. Contact info: Wayne Jones, P.E., PO Box 1229, Fayetteville AR 72702-1229, 479-443-2377, Fax 479-443-9241, wjones@mcclelland-engrs.com.

-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

Airport

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Ray M. Boudreaux
 Department Director

3-12-12
 Date

Previous Ordinance or Resolution # 101-09

Wayne Jones
 City Attorney

3-13-12
 Date

Original Contract Date: 5/5/2009

Original Contract Number: _____

Paul A. Butler
 Finance and Internal Services Director

3-14-2012
 Date

Received in City Clerk's Office 03-13-12 P02:37

Kim G.

Donna M. Hester
 Chief of Staff

3-14-12
 Date

Received in Mayor's Office

ENTERED
3-14-12
LB

Donald Jordan
 Mayor

3/14/12
 Date

Comments:

City Council Meeting of: April 9, 2012
Agenda Item Number:



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan
THRU: Chief of Staff
THRU: Staff/Contract Review Committee
THRU: Terry Gulley, Transportation Director *TG*
FROM: Ray M. Boudreaux, Aviation Director *[Signature]*
DATE: March 9, 2012

SUBJECT: Approve Amendment No. 1 to the contract for Airport Engineering Services to Fayetteville Executive Airport, Drake Field with McClelland Consulting Engineers, Inc. for an additional year with a new expiration date of May 5, 2013.
Signature of the Mayor.

RECOMMENDATION: Approve Amendment No. 1 to the McClelland Consulting Engineers Contract with the City for Engineering Services to the Fayetteville Executive Airport, Drake Field for 1 additional year until May 5, 2013.
Signature of the mayor.

BACKGROUND: McClelland Consulting Engineers, Inc. has provided Airport Engineering Services for more than 20 years running. This item is to extend the current contract for 1 year which leaves one additional year on the contract. This action will extend the contract through May 5, 2013. The Airport Board approved the extension to the contract with McClelland Consulting Engineers at their meeting of March 8, 2012 and directed the staff to forward the recommendation to the City Council for final approval and signature of the Mayor.

BUDGET IMPACT: None. Activity by the Consulting Engineer is directed and authorized through Task Order separately approved by the City Council.

Attachments: Contract Amendment
Staff Review
Resolution 101-09

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT
WITH THE MCCLELLAND CONSULTING ENGINEERS, INC. FOR
AIRPORT ENGINEERING SERVICES**

**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
Amendment No. 1 to the agreement with McClelland Consulting Engineers, Inc. for airport
engineering services.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AMENDMENT NO. 1
TO
May 2009
AGREEMENT FOR ENGINEERING SERVICES
FAYETTEVILLE EXECUTIVE AIRPORT**

STATE OF ARKANSAS

COUNTY OF WASHINGTON

The basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, is hereby amended. The referenced basic agreement pertains to proposed improvements to Fayetteville Executive Airport, Drake Field. This Amendment entered into and executed on the date indicated beneath the signature blocks, by and between the City of Fayetteville and McClelland Consulting Engineers (ENGINEER) extends the duration of the contract for the fourth of possible five years, as allowed in the first paragraph on page 1 of the basic agreement. This action is taken to allow the ENGINEER to undertake design and construction administration services beyond contract expiration date of May 5, 2012. As a result, the amended contract expiration date becomes May 5, 2013.

SECTION I - PROJECT DESCRIPTION

The types of projects to be undertaken by the ENGINEER during this extended period include the type of projects listed in Section II of the Basic Agreement and any additional services related to the Fayetteville Executive Airport as may be included by the City of Fayetteville.

SECTION II - BASIC AGREEMENT IN EFFECT:

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

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

FOR THE CITY OF FAYETTEVILLE:

By: _____
Mayor

Attest: _____

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By:  _____
Vice-President

Attest:  _____

Date: 3-8-12

RESOLUTION NO. 101-09

A RESOLUTION APPROVING AN AGREEMENT WITH
McCLELLAND CONSULTING ENGINEERS, INC. FOR AIRPORT
ENGINEERING SERVICES.

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 McClelland Consulting Engineers, Inc. for
airport engineering services. A copy of the Agreement, marked Exhibit "A," is
attached hereto and made a part hereof.

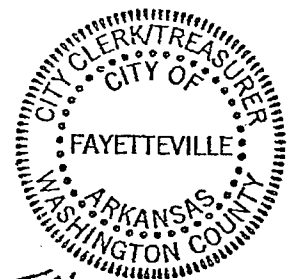
PASSED and APPROVED this 5th day of May, 2009.

APPROVED:

ATTEST:

By: Lionel Jordan
LIONEL JORDAN, Mayor

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Staff Review Form

A. 3
Keeling Company
Page 1 of 22City Council Agenda Items
and
Contracts, Leases or Agreements

3-Apr-12

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Utilities Director

Division

Utilities

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 and Resolution No. 03-12

\$ 77,333

Cost of this request

\$ 135,000

Category / Project Budget

WWTP Irrigation Reels

Program Category / Project Name

5400.5800.5801.00

Account Number

\$ -

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

11010.1

Project Number

\$ 135,000

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

16 MAR 12
Date

Previous Ordinance or Resolution #

Res. 03-12

Original Contract Date:

City Attorney

3-16-12
Date

Original Contract Number:

Finance and Internal Services Director

3-17-2012
DateReceived in City
Clerk's Office

03-16-12 P12:25 RCVD

Chief of Staff

3-19-12
DateReceived in
Mayor's Office

Mayor

3/20/12
DateENTERED
3/16/12
P.H.

Comments:

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: March 16, 2012

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 and Resolution No. 03-12

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 and Resolution No. 03-12

BACKGROUND

The Biosolids Management Site has twelve irrigation reels that were purchased between 1985 to 1987. 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 second replacement purchase of the twelve irrigation reels. Two reels have previously been purchased with approval of Resolution No. 03-12. The remaining eight reels will be replaced as budget allows.

DISCUSSION

City Council awarded Bid 11-71 to Keeling Company for the purchase of two irrigation reels in the amount of \$77,333.33 with Resolution No. 03-12 on January 3, 2012. Keeling Company has agreed to honor their bid price for the purchase of additional reels if within 12 months of the first order.

BUDGET IMPACT

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PURCHASE OF AN ADDITIONAL TWO (2) IRRIGATION WHEELS FROM KEELING COMPANY IN THE AMOUNT OF \$77,333.34, PURSUANT TO BID #11-71, 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 authorizes the purchase of an additional two (2) irrigation wheels from Keeling Company in the amount of \$77,333.34, pursuant to Bid #11-71, for effluent irrigation to hay fields.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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:	A. 3
	3/16/2012	Keeling Company
P.O Number:	Expected Delivery Date:	Page 4 of 22

Vendor #:	35420	Vendor Name:	Keeling Company	Mail Yes: _____ No: _____
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Address:	P.O. Box 15310	Fob Point:	Taxable Yes: _____ No: _____	Quotes Attached Yes: _____ No: _____
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City:	Little Rock	State:	AR	Zip Code:	72231-5310	Ship to code:	Division Head Approval:
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Requester:	Allison Atha	Requester's Employee #:	2613	Extension:	670
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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 and Resolution No. 03-12. **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: _____

RESOLUTION NO. 03-12

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:

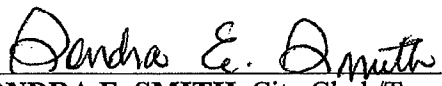
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #11-71 and approves a contract with Keeling Company in the amount of \$77,333.34 for the purchase of two (2) irrigation wheels for effluent irrigation to hay fields.

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

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer





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, PURCH AGENT


WITNESS

12/07/2011
DATE



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

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: jeke@keelingcompany.com Phone: 501-945-4511

Business Address: PO Box 15310

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

Signature: Joe E Keeling Jr 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
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1.	Hard Hose Traveler Axial Turbine Irrigation System, Gun and Gun Cart	2	\$ <u>38666.667</u>	\$ <u>77,333.33</u>
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** 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: 
*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 backlash prevention in operation and a two position disc brake for backlash 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 SUBMITTED 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 NORTHLITTLE 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 KEELING JR
Printed Name

Joe E Keeling Jr
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.



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 find the features beneficial to help in your decision to accept the Ocmis reels as an equal to the Arnadas 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,

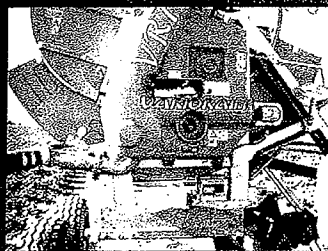
A handwritten signature in dark ink, appearing to read "Jeff Keeling", written over a horizontal line.

Jeff Keeling



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



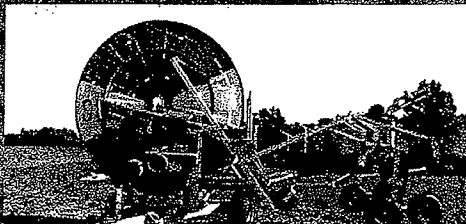
Patented "Vario Rain"

why OCMIS

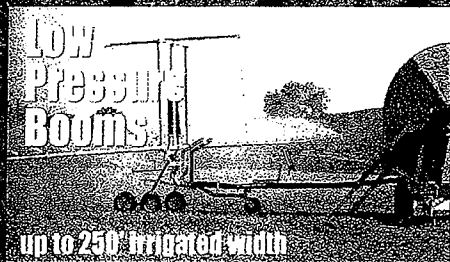
As an OCMIS dealer, we realize you have a choice when it comes to traveler manufacturers and which brand to buy. We have chosen to represent OCMIS for several reasons that we know are important to you:



Engine Drive for Slurry



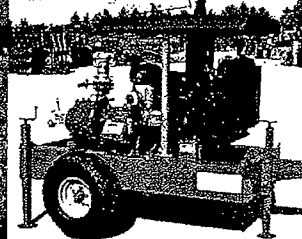
The Most Efficient Turbine



Low Pressure Booms

up to 250' irrigated width

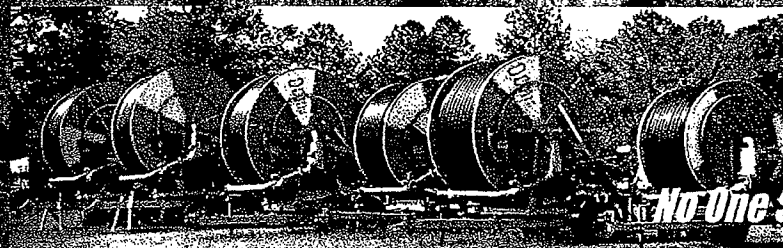
Pumps



Micro Rain



Squatters



No One Sells More

Travelers

- 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" hd. and from 300' to 2500' in length.

City of Fayetteville Staff Review Form

A. 4
 Crafton Tull & Associates
 Page 1 of 24

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

3-Apr-12

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Water and Sewer
 Division

Utilities
 Department

Action Required:

Approval of an engineering contract with Crafton Tull & Associates for design of water and sewer creek crossing repairs due to flooding in the spring of 2011 for \$120,000, approval of a 5% contingency of \$6,000, and approval of a budget adjustment.

\$ 126,000
 Cost of this request
5400-5700-5315.00
5400-5600-5315.00
 Account Number
11020.5400
 Project Number

\$ 1,000,000
 Category / Project Budget
 \$ 26,913
 Funds Used to Date
 \$ 973,087
 Remaining Balance

FEMA 2011 Contracts
 Program Category / Project Name
2011 FEMA
 Program / Project Category Name
Disaster/Replacement
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Don A. Hyde
 Department Director

3-19-2012
 Date

Previous Ordinance or Resolution # _____

Ch. Kelley
 City Attorney

3-19-12
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Buhn
 Finance and Internal Services Director

3-20-2012
 Date

Received in City
 Clerk's Office

ENTERED
 3-16-12

King

Jim Man
 Chief of Staff

3-20-12
 Date

Received in
 Mayor's Office

ENTERED
 3/19/12

Frederick Jordan
 Mayor

_____ Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: March 19, 2012

Subject: Approval of an engineering contract with Crafton Tull & Associates for design of water and sewer creek crossing repairs due to flooding in the spring of 2011 and approval of a budget adjustment

RECOMMENDATION

City Administration recommends approval of an engineering contract with Crafton Tull & Associates for design of water and sewer creek crossing repairs due to flooding in the spring of 2011 for \$120,000, approval of a 5% contingency of \$6,000, and approval of a budget adjustment.

BACKGROUND

In the spring of 2011, the City experienced a period of extensive rainfall and suffered severe flooding. The incident was declared a national disaster by the President. Since the declaration, the City has been working with FEMA to obtain partial reimbursement of the costs incurred to respond to the event and to perform permanent repairs to infrastructure damaged by the event. FEMA will reimburse the City 75% of eligible costs. The State of Arkansas will reimburse the City 12.5% of eligible costs. The City's portion is also 12.5%.

The City's water and sewer system experienced a wide variety of damage from the flooding, including some locations where the water or sewer lines completely washed out. Most of these failures have been or will be repaired using in-house crews.

In order to meet the Federal Emergency Management Agency's (FEMA) requirements for reimbursement, eligible repairs must be completed within a certain timeframe.

DISCUSSION

Crafton Tull was selected by an Engineering Selection Committee on September 22, 2011. Crafton Tull has proven expertise in FEMA related work. City staff and Crafton Tull have negotiated the attached contract for design services for the ten project locations where contracted construction will be employed to complete the repairs.

BUDGET IMPACT

The budget adjustment transfers \$126,000 from the Emergency and Disaster Replacement Fund to the Water/Sewer fund, PW spreadsheet attached. All projects, except MDR060F, have received reimbursement from FEMA. Due to the size of job MDR060F, reimbursement will be granted after work is completed.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH CRAFTON TULL & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$120,000.00 FOR ENGINEERING SERVICES TO DESIGN WATER AND SEWER CREEK CROSSING REPAIRS RELATED TO SPRING 2011 FLOODS, APPROVING A PROJECT CONTINGENCY OF \$6,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Crafton Tull & Associates in an amount not to exceed \$120,000.00 for engineering services to design water and sewer creek crossing repairs related to Spring 2011 floods. A copy of the contract is attached as Exhibit "A".

Section 2. That the City Council of the City of Fayetteville, Arkansas approves a project contingency of \$6,000.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "B".

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CRAFTON TULL & ASSOCIATES, INC.

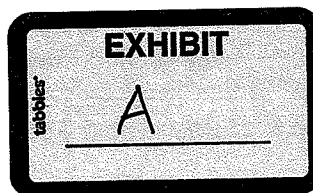
THIS AGREEMENT is made as of _____, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and CRAFTON TULL & ASSOCIATES, INC. (hereinafter called CRAFTON TULL).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the investigation, planning, design & permitting of various water & sewer repair or replacement projects. Therefore, CITY OF FAYETTEVILLE and CRAFTON TULL in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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



SECTION 2 - BASIC SERVICES OF CRAFTON TULL

- 2.1 General
 - 2.1.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1.1 The Scope of Services to be furnished by CRAFTON TULL during the Engineering Design Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
 - 2.1.2 CRAFTON TULL shall coordinate their activities and services with the CITY OF FAYETTEVILLE. CRAFTON TULL and CITY OF FAYETTEVILLE agree that CRAFTON TULL has full responsibility for the engineering services.
- 2.2 Engineering Services – Water and Sewer Creek Crossing Flood Damage Repairs and other repairs and replacements as needed.
 - 2.2.1 Perform engineering services for the Water and Sewer Creek Crossing Flood Damage Repairs as described in the Scope of Services in Appendix A.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall,

- 3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.2 Assist CRAFTON TULL by placing at CRAFTON TULL'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.3 Assist in obtaining access to and make reasonable provisions for CRAFTON TULL to enter upon public and private property as required for CRAFTON TULL to perform his services under this Agreement.
- 3.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CRAFTON TULL and render in writing decisions pertaining thereto within seven (7) calendar days.

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO CRAFTON TULL

- 5.1 Compensation
- 5.1.1 Water and Sewer Creek Crossing Flood Damage Repairs and other repairs and replacements as needed

The maximum not-to-exceed amount authorized for this Agreement is **\$120,000.00**. The CITY OF FAYETTEVILLE shall compensate CRAFTON TULL based on a Unit Price or Lump Sum basis as described in Appendix A.

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

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

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

5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on CRAFTON TULL'S percent completion of the project.

5.3 Payments

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

5.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, CRAFTON TULL shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically

exempted by CRAFTON TULL to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against CRAFTON TULL or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

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

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

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

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

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to CRAFTON TULL for services rendered by CRAFTON TULL.

6.10 Publications

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

6.11 Indemnification

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

6.12 Computer Models.

CRAFTON TULL may use or modify CRAFTON TULL's proprietary computer models in service of CITY OF FAYETTEVILLE under this agreement, or CRAFTON TULL may develop computer models during CRAFTON TULL's service to CITY OF OFAYETTEVILLE under this agreement. Such use, modification, or development by CRAFTON TULL does not constitute a license to CITY OF FAYETTEVILLE to use or modify CRAFTON TULL's computer models. Said proprietary computer models shall remain the sole property of . CITY OF FAYETTEVILLE and CRAFTON TULL will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use CRAFTON TULL's computer models.

6.13 Ownership of Documents

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

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

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CRAFTON TULL makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium

over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

Notices

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

CITY OF FAYETTEVILLE's address:

113 West Mountain Street
Fayetteville, Arkansas 72701

CRAFTON TULL's address:

901 N. 47th Street, Suite 200
Rogers, AR 72756

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of CRAFTON TULL

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve CRAFTON TULL of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 CRAFTON TULL shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CRAFTON TULL's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 CRAFTON TULL's obligations under this clause are in addition to CRAFTON TULL's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against CRAFTON TULL for faulty materials, equipment, or work.

7.2 Remedies

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

7.3 Audit: Access to Records

- 7.3.1 CRAFTON TULL shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. CRAFTON TULL shall also maintain the financial information and data used by CRAFTON TULL in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF

FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CRAFTON TULL will provide proper facilities for such access and inspection.

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

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

7.3.3.1 Negotiated prime agreements:

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

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

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of CRAFTON TULL;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

CRAFTON TULL warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CRAFTON TULL for the purpose of securing business. For breach or violation of this

warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

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

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

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

CRAFTON TULL & ASSOCIATES, INC.

By: _____
Mayor, Lioneld Jordan
ATTEST:

By: Bill Burnett

By: _____
City Clerk

Title: Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES**

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A**, consisting of 3 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and CRAFTON TULL & ASSOCIATES, INC. dated _____.

The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes detailed design, preparation of construction drawings and specifications, bidding and construction administration and observation for various water & sewer repair or replacement projects. The project generally includes the following:

1. Designs, including plans and specifications, for water and sewer creek crossing flood damage repairs and other repairs and replacements as needed.
2. Bidding services for water and sewer creek crossing flood damage repairs and other repairs and replacements as needed.
3. On order, if determined as being required for the City, construction phased services for water and sewer creek crossing flood damage repairs and other repairs and replacements as needed.
4. Work will be performed on a task order basis.

A.2 Specific Scope of Services

CRAFTON TULL shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, surveyors, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. CRAFTON TULL will provide the following services:

A2.1 Detailed Design and Preparation of Construction Plans and Specifications

1. Prepare preliminary and final design for each location.
2. Prepare detailed construction specifications and drawings.
3. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that CRAFTON TULL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

4. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.
5. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans. For flood related repairs and replacements, site approval has already been received from both the Corps of Engineers and Arkansas Department of Environmental Quality. Short Term Activity Authorizations must still be obtained when work is to be performed. CITY OF FAYETTEVILLE informs CRAFTON TULL that work performed to repair flood damages facilities is already authorized by the Corps of Engineers.

A2.3. Bidding and Preconstruction Services

CRAFTON TULL will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE. The scope of services does include dividing construction contracts into multiple projects and/or bids on a task order basis, though the CITY OF FAYETTEVILLE may elect to combine multiple task orders into one bid.

- A2.4 Construction Phase Services should be included as a separate section in the scope of this contract, only to be executed upon receiving written authorization from the City. It is possible the City will provide construction phased services.

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the CRAFTON TULL as part of the Project.

- Two (2) copies of 90% Plans and Specifications, including preliminary opinion of probable cost, to CITY OF FAYETTEVILLE for review.
- Three (3) copies of Final Plans and Specifications to the CITY OF FAYETTEVILLE.
- Permit applications as required by federal, state and local agencies, if such have not already been obtained by the City.
- Electronic files in accordance with the Agreement.

A.4 Compensation

In consideration of the performance of the foregoing services by CRAFTON TULL, the CITY OF FAYETTEVILLE shall pay to CRAFTON TULL compensation as follows:

1. Compensation shall be paid to CRAFTON TULL on the basis of CRAFTON TULL's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. CRAFTON TULL agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.
2. The reimbursable expenses for which CRAFTON TULL will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of

material, and other expenses directly attributable to the project, including any work performed by subcontractors. CRAFTON TULL shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

The maximum not-to-exceed amount authorized by this contract is \$120,000.

A.4 Project Design Schedule

CRAFTON TULL shall begin work under this Agreement within five (5) working days of a Notice to Proceed (NTP) for the first task order and shall complete the design work described in Section A2.1 for that task order in accordance with the schedule below. The schedule of complete for subsequent task orders will be specified therein. Federal Emergency Management Agency reimbursable construction must be 100% complete and paid no later than October 31, 2012, unless an extension is granted in advance of the October deadline from the Arkansas Department of Emergency Management or FEMA.

Design Phase Description

Completion Date

- | | |
|--|------------------|
| • Submit 90% Design Plans and Specifications | 60 Days From NTP |
| • Submit Final Construction Plans and Specifications | 75 Days From NTP |

A. 4V11.0425
 Crafton Tull & Associates
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
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Division Head	Date	Prepared By:	Alison Ahe					
<u>Barbara Fee</u>	<u>3/19/12</u>	Reference:	<u>oathe</u> #NAME?					
Budget Director	Date	Budget & Research Use Only						
Department Director	Date	Type:	A	B	C	D	E	P
<u>Paul A. Behn</u>	<u>3-19-2012</u>	General Ledger Date						
Finance Director	Date	Posted to General Ledger						
<u>Jim Man</u>	<u>3-20-12</u>							
Chief of Staff	Date							
<u>Donald Jordan</u>	<u>3/20/12</u>	Checked / Verified						
Mayor	Date							

EXHIBIT
B

PW #	For	Division	Claim	Federal Amount Expected (75%)	State Amount Expected (12.5%)	Total Expected Reimbursements	City Portion of Costs (12.5%)
RFJ073C	Noland gravel road	W&S	\$ 23,203.00	\$ 17,402.25	\$ 2,900.38	\$ 20,302.63	\$ 2,900.38
MDR041F	WS locations 8 & 9	W&S	\$ 1,386.00	\$ 1,039.50	\$ 173.25	\$ 1,212.75	\$ 173.25
MDR049F	WS locations 59 & 68	W&S	\$ 1,396.00	\$ 1,047.00	\$ 174.50	\$ 1,221.50	\$ 174.50
MDR051F	WS locations 25 & 58	W&S	\$ 1,191.00	\$ 893.25	\$ 148.88	\$ 1,042.13	\$ 148.88
MDR052F	WS locations 54 & 55	W&S	\$ 1,995.00	\$ 1,496.25	\$ 249.38	\$ 1,745.63	\$ 249.38
MDR053F	WS locations 7 & 11	W&S	\$ 2,436.00	\$ 1,827.00	\$ 304.50	\$ 2,131.50	\$ 304.50
MDR057F	White River Water Main (location 43)	W&S	\$ 42,932.00	\$ 32,199.00	\$ 5,366.50	\$ 37,565.50	\$ 5,366.50
MDR060F	WS location 42	W&S	\$ 71,990.00	\$ 53,992.50	\$ 8,998.75	\$ 62,991.25	\$ 8,998.75
MDP001F	WS location 22	W&S	\$ 3,770.81	\$ 2,828.11	\$ 471.35	\$ 3,299.46	\$ 471.35
TOTAL			\$150,299.81	\$112,724.86	\$18,787.48	\$131,512.33	\$18,787.48

large project - must request reimbursement after work completed
reimbursement received 2011

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:
P.O Number:	03/19/12 A 4 Expected Delivery Date: Crafton Tull & Associates Page 24 of 24
Mail Yes:___ No:___	
Taxable Yes:___ No:___	Quotes Attached Yes:___ No:___
Divison Head Approval:	
Extension: 670	

Vendor #: 14670 Vendor Name: Crafton Tull & Associates

Address: 901 N. 47th Street, Suite 200 Fob Point:

City: Rogers State: AR Zip Code: 72756 Ship to code:

Requester: Allison Atha Requester's Employee #: 2613

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Design of water/sewer creek crossing repairs due to flooding in spring of 2011	1	JOB	60,000.00	\$60,000.00	5400.5600.5315.00	11020.5400		
2	Design of water/sewer creek crossing repairs due to flooding in spring of 2012	1	JOB	60,000.00	\$60,000.00	5400.5700.5315.00	11020.5400		
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 RFQ 11-01, Selection #4

Subtotal: \$120,000.00
Tax: _____
Total: \$120,000.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 5
 Bid #12-14 Heckathorn
 Construction Company
 Page 1 of 20

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

3-Apr-12

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Wastewater Treatment
 Division

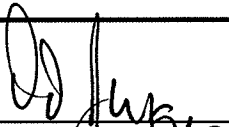
Utilities
 Department

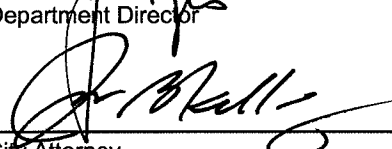
Action Required:

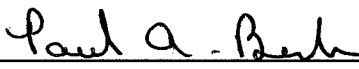
Approval of a contract with Heckthorn Construction Company for \$42,421.00 for the structural repair of three storm damaged structures at the Biosolids Management Site, in accordance with Bid 12-14.

\$	42,421	\$	20,000		Insurance Payment
		\$	35,426		Program Category / Project Name
Cost of this request		Category / Project Budget			
5400.5110.5315.00		\$	-		Wastewater Treatment
5400.0301.00		\$	-		Program / Project Category Name
Account Number		Funds Used to Date			
N/A		\$	20,000		Water/Sewer
Project Number		\$	35,426		Fund Name
		Remaining Balance			

Budgeted Item ☒Budget Adjustment Attached ☐


 Department Director 16 Mar 12 Date
 Previous Ordinance or Resolution # _____
 Original Contract Date: _____
 Original Contract Number: _____


 City Attorney 3-16-12 Date


 Finance and Internal Services Director 3-19-2012 Date

Received in City Clerk's Office 03-16-12 P04:05 RCVD


 Chief of Staff 3-20-12 Date

Received in Mayor's Office


 Mayor 3/27/12 Date

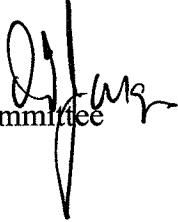


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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



Date: March 16, 2012

Subject: Approval of a contract with Heckthorn Construction Company for \$42,421.00 for the structural repair of three storm damaged structures at the Biosolids Management Site, in accordance with Bid 12-14

RECOMMENDATION

Staff recommends approval of a contract with Heckthorn Construction Company for \$42,421.00 for the structural repair of three storm damaged structures at the Biosolids Management Site, in accordance with Bid 12-14.

BACKGROUND

At the Biosolids Management Site, two barns and a compound shed are used [was installed in mid-1990s] for storage of farm equipment and hay. These storage structures suffered significant damage during the storm event in September 2011. The City's insurance adjuster, Travelers Insurance, completed the repair assessment in November and estimated the repair cost to be \$50,250.00. After depreciation and meeting the City's deductible, Travelers issued an insurance check for \$35,426.59.

DISCUSSION

The City received two bids on March 2, 2012. The lowest bid, submitted by Heckathorn Construction Company, Inc., meets the minimum specification requirements. Therefore, staff recommends the repair contract be awarded to Heckathorn Construction Company.

Vendor	Total Bid Price
Heckathorn Construction Company	\$42,421.00
Center Point Contractors, Inc.	\$74,685.55

BUDGET IMPACT

Funds for the repair of these structures are available in the Wastewater Treatment Plant Operational budget and insurance money received.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-14 AND APPROVING A CONTRACT WITH HECKATHORN CONSTRUCTION COMPANY IN THE AMOUNT OF \$42,421.00 FOR THE STRUCTURAL REPAIR OF THREE STORM DAMAGED STRUCTURES AT THE BIOSOLIDS MANAGEMENT SITE

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 #12-14 and approves a contract with Heckathorn Construction Company in the amount of \$42,421.00 for the structural repair of three storm damaged structures at the biosolids management site.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: Bid 12-14, Construction – Barn Repair

Contractor: Heckathorn Construction Company, Inc.

Term: Single Project with no revolving terms

This contract executed this _____ day of _____, 2012, between the City of Fayetteville, Arkansas, and Heckathorn Construction Company, Inc.. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Heckathorn Construction Company, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-14 as stated in Heckathorn Construction Company, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-14, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Heckathorn Construction Company, Inc. based on their bid proposal in an amount not to exceed \$ 42,421.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Heckathorn Construction Company, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-14 with the specifications and conditions typed thereon.
 - B. Heckathorn Construction Company, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Heckathorn Construction Company, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Heckathorn Construction Company, Inc.
5. Heckathorn Construction Company, Inc. shall not assign its duties under the terms of this agreement.
6. Heckathorn Construction Company, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Heckathorn Construction Company, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Heckathorn Construction Company, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Heckathorn Construction Company, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &

Automobile Insurance

Bodily Injury Liability

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

Property Damage Liability

\$1,000,000 aggregate.

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

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

WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

CONTRACTOR

BY _____
NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

City Of Fayetteville - 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: 3/19/2012
P.O Number:	Expected Delivery Date: 3/12/14 Heckathorn Construction Company
Page 6 of 20	

Vendor #: 5450	Vendor Name: Heckathorn Construction Company	Mail Yes: No:
Address: 1880 Birch Avenue		Taxable Yes: No: Quotes Attached Yes: No:
City: Fayetteville	State: AR	Zip Code: 72703 Ship to code:
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	Structural repair of three storm damaged structures at the Biosolids Management Site	1	JOB	6,994.41	\$6,994.41	5400.5110.5315.00			
2	Structural repair of three storm damaged structures at the Biosolids Management Site (insurance portion)	1	JOB	35,426.59	\$35,426.59	5400.0301.00			
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 12-14

Subtotal:	\$42,421.00
Tax:	\$3,923.94
Total:	\$46,344.94

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____



BID: 12-14
DATE: 03/02/12
TIME: 10:00 AM
CITY OF FAYETTEVILLE

Bid 12-14, Construction - Barn Repair

BIDDER	TOTAL COST
1 Center Point Contractors, Inc.	\$74,685.55
2 Heckathorn Construction Company, Inc.	\$42,421.00

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

CERTIFIED:

A handwritten signature in black ink, appearing to read "P. Vice".

P. VICE, PURCH MGR

A handwritten signature in black ink, appearing to read "Julie Paladino".

WITNESS

03/02/2012

DATE



Project Check List

Bid 12-14, Construction – Barn Repair

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

- ☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates) from a bank located in the State of Arkansas. Cashiers checks shall be made payable to the City of Fayetteville, AR.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☐ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All bidders shall submit the following forms with each bid: Bid Form, any Addenda, Vendor References, Debarment Certification Form, & Statement of Disclosure.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- ☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

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

CONTRACTOR NAME: Heckathorn Construction Company, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0023780412

**SUBMIT THIS PAGE
WITH BID**

BID BOND

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

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

_____ as Principal, hereinafter called the Principal,
and the Hartford Fire Insurance Company

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

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

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

WHEREAS, the Principal has submitted a bid for City Purchasing Bid No. 12-14, Construction - Barn Repair
Fayetteville, Arkansas

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

Signed and sealed this 2nd day of March, 2012.

Janet S. Heckathorn Secretary
Janet S. Heckathorn Witness

Pamela K. Days Witness

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

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

City of Fayetteville
Bid 12-14, Construction – Barn Repair
Bid Form

Contract Name: Construction – Barn Repair

Bid Number 12-1

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Heckathorn Construction Company, Inc.
1880 N. Birch Avenue
Fayetteville, AR 72703

Section 1 – Intent:

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>2-21-2012</u>
<u>2</u>	<u>2-29-2012</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

**SUBMIT THIS PAGE
WITH BID**

022412

cc: Don H; AH; ~~SH~~ - Will pickup plans today Filed 2-28-12 3:05 pm

Bid 12-14, Addendum 1



Date: Tuesday, February 21, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO, 479.575.8220, aforen@ci.fayetteville.ar.us

RE: Bid 12-14, Construction – Barn Repair

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

- Bid 12-14, has the following modifications and clarifications:
 - 1.) A non-mandatory pre-bid meeting has been scheduled for Friday, February 24, 2012 at 10:00 AM, local time at the City of Fayetteville Biosolids Management Site, located at 16464 Wyman Road, Fayetteville, AR 72701. See Attachment A in bid documents for a map to pre-bid meeting location.

Acknowledge Addendum #1:	
Printed Name:	Janet S. Heckathorn
Signature:	
Title:	Secretary
Date:	2-28-2012
Company:	Heckathorn Const. Co., Inc.

022912
cc: Dan H
JSH
D.H.

Set No. 1 OFFICE
Set No. 2

Bid 12-14, Addendum 2



Date: Wednesday, February 29, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO, 479.575.8220, aforen@ci.fayetteville.ar.us

RE: Bid 12-14, Construction – Barn Repair

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

• **Bid 12-14, has the following modifications and clarifications:**

- 1.) Drawing Sheet S2, Compound Shed –
 - a. Contractor shall not remove or replace existing concrete pad in northwest corner of shed. Contractor shall be responsible for working around existing concrete pad.
 - b. New round posts shall be set in concrete to resist gravity, lateral, and uplift forces (see #4 under performance requirements for barn replacement).
- 2.) Drawing Sheet S3, Mitchell Barn –
 - a. Repair damaged ridge steel and steel eave flashing to match existing. Patch punctures in roof deck. Return bent roof members to their original shape and re-weld broken connections (see #6 under construction sheet notes).
 - b. Approximately ten punctures in roof that need patching.

Acknowledge Addendum #2:

Printed Name: Janet S. Heckathorn

Signature: *Janet S. Heckathorn*

Title: Secretary Date: 2-29-2012

Company: Heckathorn Const. Co., Inc.

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Bid Price:

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

Total Turn-Key Bid Amount: *\$ 42,421.00

*Total amount based on bid documents, drawings, all attachments, and specifications:

Total number of calendar days estimated to complete project: 60 days

NAME OF CONTRACTOR: Heckathorn Construction Company, Inc.

REMINDER: A bid bond of five percent (5%) shall be submitted with all bids. A cashier's check from a bank located in the State of Arkansas for five percent (5%) of the amount bid will also be acceptable as a replacement to a bid bond. In the event a cashier's check is submitted AND that vendor is awarded the bid, the bid bond will not be returned until the City of Fayetteville has a valid one hundred (100) percent performance and payment bond.

**SUBMIT THIS PAGE
WITH BID**

Section 5 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 6 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Heckathorn Construction Company, Inc.

1880 N. Birch Avenue

Fayetteville, AR 72703

Phone No. 479-442-5386

FAX No. 479-442-7385

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 2nd Date of March, 20 12.

Arkansas State Contractor License No. 0023780412.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

**SUBMIT THIS PAGE
WITH BID**

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

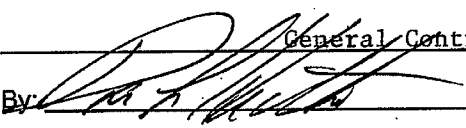
Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: Heckathorn Construction Company, Inc. (SEAL)

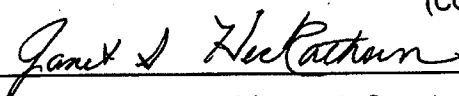
State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): _____

By: 
General Contractor
(Signature – attach evidence of authority to sign)

Name (type or printed): Don L. Heckathorn

Title: President

Attest:  (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 1880 N. Birch Avenue
Fayetteville, AR 72703

Phone No.: 479-442-5386 FAX No.: 479-442-7385

**SUBMIT THIS PAGE
WITH BID**

1880 BIRCH AVE.
FAYETTEVILLE, AR 72703



PHONE
(479) 442-5386

FAX
(479) 442-7385

March 2, 2012

To: The City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72702

Don L. Heckathorn, as President of Heckathorn
Construction, has the authority to sign any and
all documents including the enclosed bid form.

Janet S. Heckathorn
Secretary

City of Fayetteville
Bid 12-14, Construction – Barn Repair
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Heckathorn Construction Company, Inc.

BUSINESS ADDRESS: 1880 N. Birch Avenue Fayetteville, AR 72703

NUMBER OF YEARS IN BUSINESS: 51 HOW LONG IN PRESENT LOCATION: 33 Years

TOTAL NUMBER OF CURRENT EMPLOYEES: 12 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3 FULL TIME 0 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Ark Highway & Transportation-Resident Eng.

COMPANY NAME
808 Frontier Street
Barling, AR 72923

CITY, STATE, ZIP

John Sharum - Resident Engineer

CONTACT PERSON

479-474-9231

TELEPHONE

7-27-2011

DATE COMPLETED

John.Sharum@ArkansasHighways.com

E-MAIL ADDRESS

3. Elkins Public Library

COMPANY NAME

Elkins, AR 72727

CITY, STATE, ZIP

Susan Unger

CONTACT PERSON

479-643-2904

TELEPHONE

9-08-2010

DATE COMPLETED

librarylady@windstream.net

E-MAIL ADDRESS

2. U of A-Ft. Smith Ballman Speer Upgrade

COMPANY NAME

5210 Grand Avenue

Fort Smith, AR 72904

CITY, STATE, ZIP

Michael Johnson--Architecture Plus

CONTACT PERSON

479-783-8395

TELEPHONE

8-12-2011

DATE COMPLETED

aplus@archplusinc.net

E-MAIL ADDRESS

4. U of A ADSB Data Center

COMPANY NAME

155 S. Razorback Road

Fayetteville, AR 72701

CITY, STATE, ZIP

Bob Beeler

CONTACT PERSON

479-575-6192

TELEPHONE

9-09-2011

DATE COMPLETED

bbeeler@uafphpl.uark.edu

E-MAIL ADDRESS

**SUBMIT THIS PAGE
WITH BID**

City of Fayetteville
Bid 12-14, Construction – Barn Repair
Debarment Certification Form – **THIS FORM SHOULD BE SUBMITTED 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.

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: Don L. Heckathorn

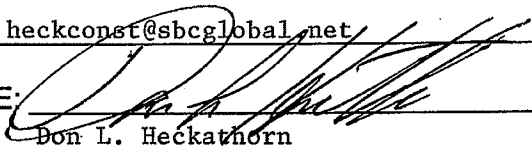
COMPANY: Heckathorn Construction Company, Inc.

PHYSICAL ADDRESS: 1880 N. Birch Avenue Fayetteville, AR 72703

MAILING ADDRESS: 1880 N. Birch Avenue Fayetteville, AR 72703

PHONE: 479-442-5386 FAX: 479-442-7385

EMAIL: heckconst@sbcglobal.net

SIGNATURE: 
Don L. Heckathorn

DATE: March 2, 2012

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.

**SUBMIT THIS PAGE
WITH BID**

City of Fayetteville
Bid 12-14, Construction – Barn Repair
Statement of Disclosure – To Be Submitted With ALL Bids

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

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

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

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

 X 1.) NO KNOWN RELATIONSHIP EXISTS

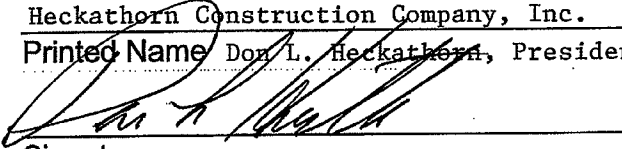
 2.) RELATIONSHIP EXISTS (Please explain)

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

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

Heckathorn Construction Company, Inc.

Printed Name Don L. Heckathorn, President


Signature

March 2, 2012

Date

**SUBMIT THIS PAGE
WITH BID**

City of Fayetteville Staff Review Form

A. 6
Environmental Consulting Operations,
Inc. Amendment No. 6
Page 1 of 6

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

3-Apr-12

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Wastewater Treatment

Division

Utilities

Department

Action Required:

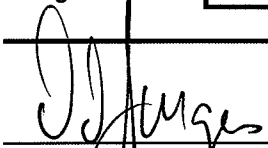
Approval of Amendment 6 to the Engineering contract with Environmental Consulting Operations, Inc., (ECO) for pipeline stormwater, wetlands, and environmental issues and 2012 wetland site maintenance and reporting.

\$ 29,904	N/A	Water/Wastewater
\$ 12,756	\$ 12,756	Water/Wastewater
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5120.5315.00	N/A	Wastewater Treatment
4480.9480.5815.00	\$ -	Wastewater System Impr Project
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	Water and Sewer
02133.1	\$ 12,756	Water and Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item

XX

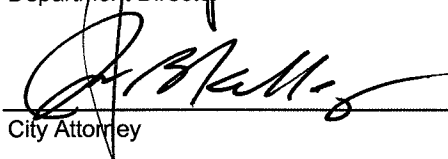
Budget Adjustment Attached


Department Director

16 MAR 12
Date

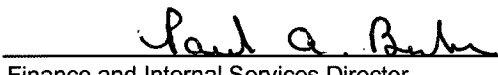
Previous Ordinance or Resolution # 4515, 247-09

Original Contract Date: 10/7/2003,12/15/09


City Attorney

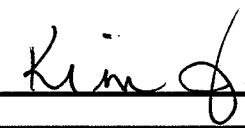
3-16-12
Date

Original Contract Number: 932


Finance and Internal Services Director

3-19-2012
Date

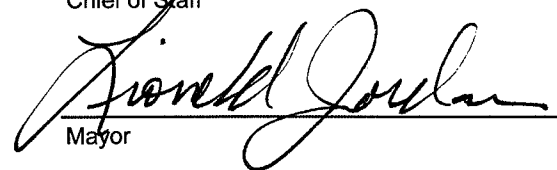
03-16-12 P04:05 RCVD
Received in City
Clerk's Office



Chief of Staff

3-20-12
Date

Received in
Mayor's Office



Mayor

3/20/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: March 16, 2012

Subject: Amendment 6 to the Engineering contract with Environmental Consulting Operations, Inc., for WSIP and wetlands mitigation site stormwater, wetlands, and environmental issues

RECOMMENDATION

City Administration recommends approval of Amendment 6 to the Engineering contract with Environmental Consulting Operations, Inc., for \$42,660.00, for WSIP and wetlands mitigation site stormwater, wetlands, and environmental issues as required by the Corps of Engineers and ADEQ

BACKGROUND

ECO, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and is tasked to ensure full compliance with the related regulations and permits. Under their supervision, contractors working for the City have completed over \$135 million in work without a single permit violation. ECO also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period. The intent from the beginning of the WSIP process has been to execute the wetlands monitoring change order annually, as the work load changes with time. The Corps of Engineers permit requires a seven year monitoring period which ends in 2013. Funding for these succeeding years comes from the Wastewater Treatment program.

DISCUSSION

This amendment covers these work tasks:

- (1) Wetlands site management including scopes of work and scheduling for hydrologic controls, vegetation management, and controlled burns.
- (2) Wetlands monitoring and Corps of Engineers compliance for 2012. The intent from the beginning of the WSIP process was to execute the wetlands monitoring change order annually, as the work load will change with time. The Corps of Engineers permit requires a seven year monitoring period. Funding for these succeeding years will come from the Wastewater Treatment program.
- (3) Post-construction phase management for sewer line installation, including closing out the last Corps of Engineers section 404 permits and ADEQ permits. All construction related (non-wetlands) Corps permits will be closed out in 2012.

BUDGET IMPACT

Funds are available within the 2012 Wastewater Treatment and WSIP operational budgets. In 2012, all WSIP project actions are being closed out.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 6 TO THE ENGINEERING CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$42,660.00 FOR PIPELINE STORMWATER, WETLANDS, AND ENVIRONMENTAL ISSUES AND 2012 WETLAND SITE MAINTENANCE AND REPORTING

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 Amendment No. 6 to the engineering contract with Environmental Consulting Operations, Inc. in the amount of \$42,660.00 for pipeline stormwater, wetlands and environmental issues and 2012 wetland site maintenance and reporting. A copy of the Amendment is attached to this Resolution as Exhibit "A".

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT NO. 6
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WSIP DESIGN/CONSTRUCTION/POST-CONSTRUCTION
ENVIRONMENTAL CONSULTING SERVICES

THIS AMENDMENT NO. 6 to the Agreement For Professional Environmental Consulting Services, dated September 16, 2003 (the "Agreement"), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with the Wastewater System Improvements Project (WSIP) is made and entered into for purposes of amending certain provisions of the Agreement to address unanticipated WSIP scheduling changes and changes to requirements for environmental regulatory compliance and the scope of construction contracts in association with the CITY's WSIP.

NOW THEREFORE, the CITY and ECO agree to amend the contract as follows:

- 1. All items contained in the basic contract, as amended through amendment 6, remain in effect.** Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by and authorized representative of the CITY and ECO.
- 2. Wetland Mitigation Site Management Coordination.** The scope shall include development of a strategy for specific controls of invasive species via coordination and scheduling of hydrology, herbicide applications, and prescribed burning.
- 3. Wetland Mitigation Site Monitoring.** The scope shall include abbreviated monitoring services to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled.
- 4. Post-Construction Phase Environmental Consulting Services For WSIP Contracts.** The scope shall include identifications of areas where final stabilization has not been achieved; guidance to restoration personnel for achieving final stabilization; develop WSIP stormwater permit Notice of Termination (with representative photos of all contracts, as required); provide electronic archived stormwater permit records to City (as required by ADEQ); and termination of Section 404 permit for WSIP Contracts WL-13 and 14.
- 5. Compensation** - For the amended Scope of Services described herein, the CITY shall pay ECO the sum of the following, as specified below and as shown on the Cost Detail. The total payment shall be a lump sum "not to exceed" amount of **FORTY TWO THOUSAND SIX HUNDRED AND SIXTY U.S. DOLLARS (\$42,660.00).**



Contract Amendment No. 6 Cost Detail

ECO, INC. SCOPE	2012 annual services to be paid under Amendment No. 6
PART A – Project Administration & Management	\$1,230
PART B – Woolsey Wet Prairie Annual Adaptive Management Services	\$13,800
PART C - Woolsey Wet Prairie Annual Abbreviated Monitoring for Management Purposes	\$14,874
PART D – WSIP Environmental Regulatory Permit Termination	\$12,756
TOTAL	\$42,660

The CITY and ECO intending to be legally bound, indicate their approval on the Amendment by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

CITY OF FAYETTEVILLE

By: 
Bruce Shackleford, President

By: _____
Lioneld Jordan, Mayor

Date: 3/6/12

Date: _____

ATTEST:

By: _____
Sondra Smith, City Clerk

Date: _____

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

End of Amendment No. 6 to Agreement for Environmental Consulting Services

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

A. 7
IES Interactive Training USA
Page 1 of 12

4/3/2012

City Council Meeting Date
Agenda Items Only

Chief Greg Tabor
Submitted By

Patrol
Division

Police
Department

Action Required:

Approve the purchase of a Use of Force Simulator from IES Interactive Training USA through the Government Services Administration (GSA) pricing in the amount of \$28,462.90 including sales/use tax.

\$ 28,462.90
Cost of this request

\$ 139,804.00
Category / Project Budget

Specialized Police Equipment
Program Category / Project Name

4470-9470-5801.00
Account Number

\$ 3,902.00
Funds Used to Date

Minor Equipment
Program / Project Category Name

02062-1
Project Number

\$ 135,902.00
Remaining Balance

Sales Tax Capital Imp
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: April 3, 2012

Subject: Approve the purchase of a Use of Force Simulator

PROPOSAL:

An interactive Use of Force Simulator is an excellent training tool used to teach officers correct use of force options such as TASER, Baton, OC Spray, and Firearms. By using the interactive simulations, officers learn to ascend and descend the Use of Force Continuum and properly manage their escalation and de-escalation of force through instant feedback and critiques from instructors. The United States Supreme Court precedents have mandated agencies provide ongoing, realistic, effective judgmental training which is achieved with this Use of Force Simulator.

Officers can also practice and improve their articulation skills before, during, and after a use of force event. After an officer completes a scenario, the officer will explain what he/she did during the encounter and why the action was taken. This is a critical real world skill, and our officers are commonly asked to do this task when writing use of force reports and during internal investigations after a shooting incident. The simulator can help officers with stress inoculation during use of force encounters by allowing critical incidents to occur in training rather than having the officer experience them for the first time in a real situation. The simulator will also be used to meet several CALEA requirements in use of force and proficiency in less lethal weapons.

RECOMMENDATION:

Staff recommends approval of the purchase of a Use of Force Simulator from IES Interactive Training USA in the amount of \$28,462.90 including sales/use tax.

BUDGET IMPACT:

There is no on-going maintenance costs associated with this system beyond the two year warranty included in the purchase price.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH IES INTERACTIVE TRAINING USA IN THE AMOUNT OF \$28,462.90, PURSUANT TO A FEDERAL PROCUREMENT AGREEMENT WITH THE GENERAL SERVICES ADMINISTRATION, FOR THE PURCHASE OF A USE OF FORCE SIMULATOR FOR THE POLICE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with IES Interactive Training USA in the amount of \$28,462.90, pursuant to a federal procurement agreement with the General Services Administration, for the purchase of a Use of Force Simulator for the Police Department.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Department of
Career Education

Mike Beebe
Governor

William L. "Bill" Walker, Jr.
Director

3/9/12

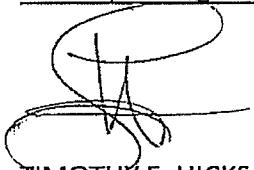
MEMORANDUM FOR IES INTERCATIVE TRAINING

SUBJ: PURCHASE BY FAYETTEVILLE POLICE DEPARTMENT, FAYETTEVILLE, ARKANSAS

Mr. Chip Johnson, Eastern Sales Manager

The Fayetteville Police Department, Fayetteville Arkansas, as a department in good standing in the 1122 Program, is authorized to purchase the equipment described in the attachment at the Government Services Administration (GSA) price. This equipment will enhance the performance and response capabilities of each officer in the department.

If there are any further questions please call (501) 682-1137 or email me at timothy.hicks@arkansas.gov.



TIMOTHY F. HICKS, Law Enforcement Support Office (LESO) Manager
Arkansas Department of Career Education
Office: (501) 682-1137
FAX: (501) 682-1509
Cell: (501) 245-9442



Proposal Prepared For:

***Sergeant Paul Shepard
Fayetteville Police Department
Fayetteville, Arkansas***

GSA Contract

Contract No. GS-02F-1429H

Contract Period: 27 July 2008 – 25 July 2013

1229 Oak Valley Dr, Ann Arbor, MI 48108
www.ies-usa.com

FAX 734 531 4002
Toll Free 800 344 1707



March 8, 2012

RE: IES MILO Range Advanced Interactive Training Simulator

To Whom It May Concern-

Thank you for your interest in IES and our family of interactive training products, we are looking forward to assisting you with your training requirements.

MILO is the centerpiece for IES' new training and presentation systems that are designed to offer any organization with a vested interest in well-trained employees an interactive training environment with plug-in options that customize the system to meet that organization's specific training needs. MILO surpasses standard interactive training simulators that offer only test and evaluation functions by incorporating the capability to offer teaching programs in addition to traditional test-only programs.

Some of the uses for Milo are as follows:

- *Use of Force Simulation Training*
- *Firearms Training and Testing*
- *Classroom Training and Testing*
- *Learning and Teaching Presentations*
- *Distributed Classroom Training*
- *Customized Courseware Development*

The ability to capture and preserve the integrity of the training message is the foundation for the design of the Milo Interactive Training System.

Attached is a price and system quotation for your review. Please call us to further discuss any options, concerns or pricing. IES looks forward to working with you and your training staff to develop the most advanced "Total Training System" available!

Best Regards!

A handwritten signature in black ink, appearing to read 'Chip Johnson', is written over a horizontal line.

Chip Johnson

Eastern Sales Manager
IES Interactive Training USA
Office: **800.344.1707**
Cell: **609.820.4415**
Fax: **734.531.4002**



Email: chip@ies-usa.com
www.ies-usa.com



MILO Range Advanced Laptop System

Item	Description	Qty	Pricing
1	MILO Range Advanced Portable System Includes: ▪ MILO Laptop – Based on latest MS Windows Platform ▪ HD Projector ▪ HD Projection Screen (7'x12') ▪ Hit Detection Box ▪ Self-Calibration & Manual Calibration w/ Wand ▪ All Power and Video Cables, Power Strip ▪ Wireless Mouse ▪ Speakers/Sound System ▪ Transport Cases for System and Peripheral Items ▪ 450+ Multi-Branching Interactive Scenarios are Pre-loaded as well as 35+ Skill Builders	1	\$20,995.00 (Gov't Discounted Price)
	FREE Scenarios and GraphX for the Life of the System IES Production Studios create 60+ Scenarios annually	Inc	
	Laser Training Devices: 1 Laser OC Canister 2 Weapon Laser Inserts MILO Range Advanced differentiates up to 4 laser devices	Inc	
	Train in any light environment Low Light Training Program: Allows the trainee to use real flashlight in-conjunction with his/her weapon for low light training. Adjustable "on the fly" lighting conditions during the training. Included: IES Supplied Surefire G2 Flashlight with IR Lens	Inc	
	Advanced Trainee Action Capture (ATAC): Allows recording of trainee's actions/reactions during scenario with playback inserted into the debrief scenario with Picture-in-Picture format. <i>This debrief format can then be saved to the hard drive or disc for documentation purposes.</i>	Inc	
	GraphX Target Drills: Allows the user to utilize any of the GraphX modules for Course of Fire, Marksmanship, Shoot house, Basic Targets, Range/ Taser Practice, etc.	Inc	



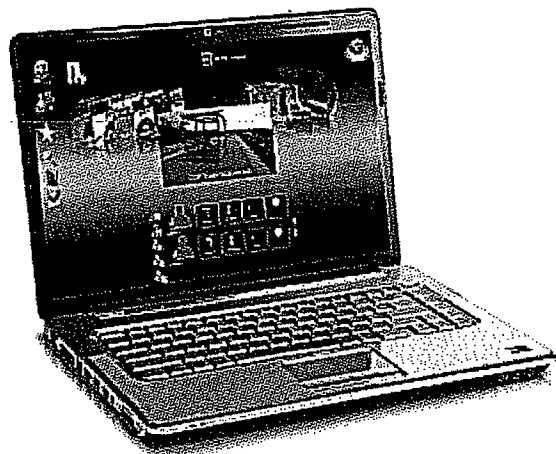
Baton Branching and Scoring: Allows the trainer to manually branch the scenario while the trainee uses his actual baton. The system will branch and score the use of action as a baton strike.	Inc	
Statistics and Management: Allows user to manipulate the database information as to create individual an/or group statistics using relevant filtering criteria	Inc	
KnowledgeBase: Utilizes custom multi-media for reinforcement of policy, procedures and learning objectives during scenario debrief for a complete AAR.	Inc	
Shipping and Delivery and a Standard 2-Year Warranty Complete Coverage Plan	Inc	
System and Peripheral Training: IES trains up to 4 Students at Client Site on set-up, operation, and training session applications.	Inc	
MILO Range Advanced Package Price= \$20,995.00		



<i>Additional Training Product Options</i>				
<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price (Each)</u>	<u>Pricing</u>
1	<i>Glock 17R Red Training Weapon</i>	2	\$675.00 (Gov't Discounted Price)	\$1,350.00
2	<i>X26 TASER Laser Weapon w/ TWO cartridges: Includes: Taser weapon modified for use on the MILO Range and two (2) dual-laser cartridges with 8 degree separation for reloading drills.</i>	2	\$1,800.00 (Gov't Discounted Price)	\$3,600.00
3	<i>Additional SureFire G2 Flashlight w/ Filter</i>	1	\$108.00 (Gov't Discounted Price)	\$108.00
Milo Range Advanced System with Peripherals Total =\$26,053.00				

1. Payment Terms: 1/2% 15, NET 30 from date of invoice
2. Delivery: 45 Days ARO
3. Partial Shipment and/or Partial Invoice are: Permitted.
4. Warranty: 24 Months from Date of Acceptance.
5. Quote Valid 120 days

INTRODUCING MILO RANGE ADVANCED MORE EFFECTIVE.



MILO Range Advanced

The MILO Range Advanced system offers the most complete feature set available for portable Use of Force and Firearms training. Based on the same software and technology as the full-featured MILO Range PRO system, the Advanced provides fully interactive video scenarios, graphics-based firearms drills and industry leading features in a compact, all-inclusive design that is easy to transport and set up in less than 20 minutes, in any size training room.

The system and features you need at a price you can afford.

The system includes laptop, hit detection and flashlight box, 2 firearm lasers, laser OC canister, HD projector with screen, flashlight, TAC camera, all cables and the MILO Range Advanced software pre-installed and ready-to-go. Optional weapons such as recoil, long guns and Tasers are available.



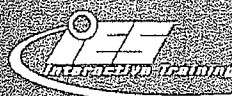
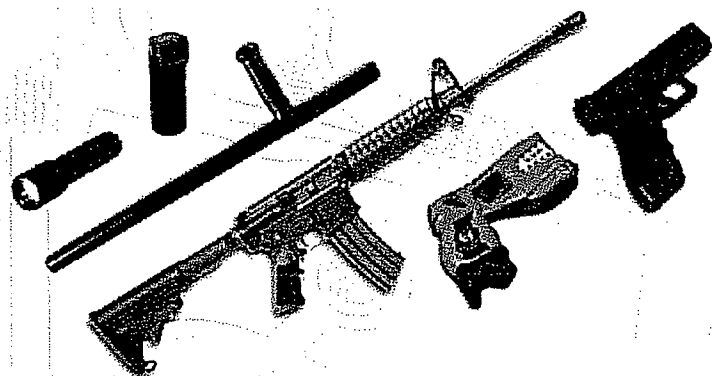
Lightweight System: Heavy Training.

The MILO Range Advanced includes hundreds of ready-to-train scenarios, a library of firearms drills and exercises as well as many unique features and a host of supported weapon options:

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MILO RANGE ADVANCED SYSTEM OVERVIEW

MILO RANGE Advanced SYSTEM FEATURES

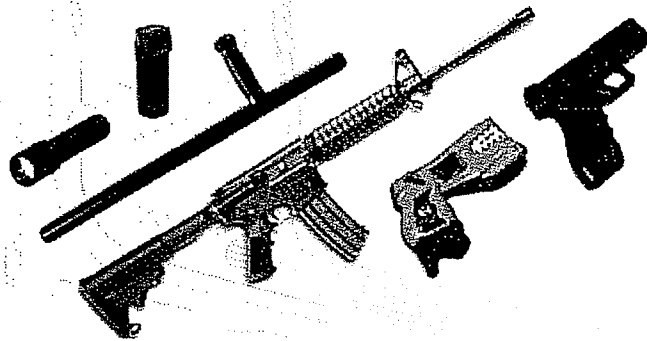
- MILO Range v4 training software
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- Full training records & reporting module
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SYSTEM INCLUDES

- MILO Range laptop computer system
- Windows 7 x64 (XP, Vista optional)
- Microsoft Office 2007 or later (Word, Excel & PowerPoint)
- MILO flashlight & laser detection box
- 2000 lumens high definition video projector
- Video projection screen (16x9 HD format)
- IES programmable laser insert x2 (any caliber)
- IES programmable laser OC/Mace canister
- Tactical flashlight (uses real flashlights)
- Trainee Action Capture (color video and audio)
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AGENDA REQUEST

FOR: COUNCIL MEETING OF FEBRUARY 7, 2012

FROM:

ALDERMAN RHONDA ADAMS
ALDERMAN MATTHEW PETTY

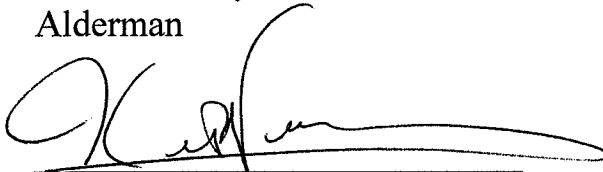
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend The Definition Of "Family" Found In Chapter 151 **Definitions** Of The Unified Development Code To Allow The City Council To Authorize Up To Five (5) Unrelated Persons In Some Units Of A Planned Zoning District

APPROVED FOR AGENDA:

 1-31-12
Rhonda Adams Date
Alderman

 1-31-2012
Matthew Petty Date
Alderman

 January 31, 2012
City Attorney (as to form) Date

Left on 3rd Reading &
Sabled to come back with Ordinance on enforcement.
Left on the Second Reading at the 2/21/12 CC mtg. at the 3/6/12 CC mtg.
Left on the First Reading at the 2/7/12 CC mtg.



TO: **Mayor Jordan**
City Council
Sondra Smith, City Clerk

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

FROM: **Kit Williams, City Attorney**

DATE: **March 13, 2012**

RE: **Resuming consideration of proposed ordinance to amend definition of "family" for zoning purposes**

At the last City Council meeting, the City Council approved a Motion to Table the ordinance amending the definition of "family" for zoning purposes until the Ordinance Review Committee could consider and make a recommendation concerning a possible ordinance to adopt a civil enforcement procedure to the City Council. The next afternoon at 5:00 P.M. the Ordinance Review Committee met to discuss the draft ordinance for civil enforcement of residential overcrowding issues.

At the Ordinance Review Committee meeting, Jeremy Pate and Yolanda Fields assured the Ordinance Review Committee that the current enforcement procedures in response to residential overcrowding complaints were functioning well. I then recommended to the Ordinance Review Committee that my draft ordinance should not be presented to the City Council for approval while the City Council further monitored the current enforcement procedures. The Ordinance Review Committee made suggestions to Community Services about better citizen communication to ensure residents knew of their right to lodge complaints about residential overcrowding. Additionally, a suggestion was made encouraging Community Services to report back to the citizens who had complained about residential overcrowding to explain its investigation, findings and resolution of the complaint.

The Ordinance Review Committee took my advice and unanimously agreed not to pursue the alternative civil enforcement ordinance at this time. It also asked how to bring the definition ordinance back to the full City Council. I explained

that this ordinance could be "taken from the table" during the next City Council meeting by majority vote. I recommended that the public be advised of this action at the City Council Agenda meeting.

My review of Robert's Rules of Order and the Municipal League's "Procedural Rules For Municipal Officials" confirms that a Motion To Take From The Table (Robert's Rules) or Motion To Resume Consideration (characterized by the Municipal League as the more modern version) can be made.

Since the definition ordinance was supposed to be returned to the City Council automatically when the Ordinance Review Committee had sufficiently reviewed the enforcement ordinance, I believe it is proper to place this definition ordinance back on "Old Business" now as the Ordinance Review Committee discussed the enforcement ordinance and decided not recommend it to the City Council now. We have always applied "common sense" parliamentary procedure rather than a hyper-technical interpretation. Thus, my position is that the City Council did not intend to "kill" the definition ordinance if the Ordinance Review Committee determined not to recommend the civil enforcement ordinance. Instead, the City Council wanted the Ordinance Review Committee to review and recommend what action to take on the civil enforcement ordinance before returning the definition ordinance for City Council action.

That has been accomplished so I **recommend that the definition ordinance now be placed back on the final Agenda under Old Business.** To further ensure no one can claim the City Council violated parliamentary procedure, I request Mayor Jordan ask for a Motion To Resume Consideration of the ordinance at the City Council before any discussion. Like a Motion To Table, a majority of those aldermen present and participating are needed to pass a Motion To Resume Consideration which is a "Subsidiary" motion.

OBJECT TO CONSIDERATION: To oppose discussion and decision of a main motion.

ORDER OF BUSINESS: The formal program of sequence of different items or classes of business arranged in the order in which they are to be considered.

ORDINANCE: Law made by the legislative body of a municipality.

PENDING QUESTION: A question, or motion, before the council which has not yet been voted upon.

POSTPONE DEFINITELY: To defer consideration of a motion or report until a specific time.

POSTPONE INDEFINITELY: To kill a motion or report by deferring consideration of it indefinitely.

POSTPONE TEMPORARILY: To defer consideration of a report or motion until the council chooses to take it up again. The old form of the motion was "lay on the table."

PRECEDENCE: The right of prior proposal and consideration of one motion over another, or the order or priority of consideration.

PRIVILEGED MOTIONS: The class of motions having the highest priority.

QUESTION OF PRIVILEGE: Request or motion affecting the comfort or convenience of the council or one of its members.

RECONSIDER: Motion to cancel the effect of a vote so that the question may be reviewed and redetermined.

REFER TO COMMITTEE: Motion to delegate work to a small group of members for study, decision or action.

RESUME CONSIDERATION: To take up for consideration a motion that has been postponed temporarily. The old form of the motion was "take from the table."

SPECIAL COMMITTEE: A committee appointed to accomplish a particular task and to submit a special report. It ceases to exist when its task is completed.

SPECIAL MEETING: A meeting called to consider certain specific business that must be set forth in the call.

STANDING COMMITTEE: A committee to handle all business on a certain subject that may be referred to it, and usually having a term of service corresponding to the term of office of the officers of the organization.

UNFINISHED BUSINESS: Any business deferred by a motion to postpone to a definite time, or any business that was incomplete when the previous meeting adjourned. Unfinished business has a preferred status at the following meeting.

VIVA VOCE VOTE: A vote taken by calling for "ayes" and "noes" and judged by volume of voice response. Sometimes called "voice vote."

VOTE IMMEDIATELY: Motion to close debate, shut off subsidiary motion and take a vote at once.

WITHDRAW: Motion by a member to remove his motion from consideration by the council.

[114]

Rules of Order

the motion may be made again after an adjournment even when the next meeting is held on the same day. In Congress, though, the motion can't be renewed the same day. (See Section 8 for the order of precedence of this motion.)

The motion to Suspend the Rules applies only to rules of order or standing rules (see Section 49) since an organization's constitution and bylaws can't be suspended even by unanimous consent, unless they provide for their own suspension. But they should never be suspended except in the case of a bylaw relating to the transaction of business, and then the reason for the suspension should be specified.

The rules of an assembly, therefore, must not be suspended except for a definite purpose, and then a two-thirds vote is required. Also, no rule should be suspended, except by unanimous consent, that gives any right to a minority as small as one-third. It would be pointless, for example, to have a rule allowing one-fifth of the members present to order the "yeas and nays" (see Section 38 and 39) if two-thirds could simply suspend that rule.

The correct form of this motion is as follows:

I move to suspend the rules that interfere with _____.

Subsidiary Motions

Section 19. To Lay on the Table

The motion to *Lay on the Table* a particular subject (set it aside temporarily) takes precedence over all other subsidiary questions (see Section 7). But it yields to any incidental motion (see Section 8) or privileged motion (see Section 9). This motion is not debatable and can't be amended or have any other subsidiary motion applied to

Motions and Their Order of Precedence [115]

it. Also, an affirmative vote on it can't be reconsidered (see Section 27); it removes the subject from consideration until the assembly votes to take it from the table.

If a member incorrectly makes a motion to Lay on the Table some question for a specified time, the chair shouldn't rule it out of order but should recognize and state it as a motion to Postpone to a Certain Time (Section 21). The motion to Lay [a subject] on the Table can't be limited in any way. Some of the correct forms of this motion are shown in these examples:

I move to lay the question of _____ on the table.

I move that the matter of _____ be laid on the table.

I move that the question of _____ lie on the table.

When someone wants to take up the question again, one of the forms here should be followed:

I move to take the question of _____ from the table.

I move that we now consider the question of _____.

In organizations with sessions of a day or less, occurring as often as monthly, it should be permissible to take from the table any question that was laid there at the previous session (see Section 42). In the case of a resolution, however, it would be better to offer it again as a new resolution.

The motion to Lay [a subject] on the Table has no privilege, is undebatable, and can't have any other subsidiary motion applied to it. The object of it is to postpone a subject so that it can be taken up at any time at the same or in a future meeting. You couldn't accomplish this by a motion to Postpone Indefinitely (Section 24) or definitely. The motion also is used frequently to suppress a question (see Section 59) for a particular session; it can do this as long as there will never be a majority vote to



**TO: Mayor Jordan
City Council**

**Kit Williams
City Attorney**

**Jason B. Kelley
Assistant City Attorney**

CC: Jeremy Pate, Development Services Director

FROM: Kit Williams, City Attorney

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

DATE: January 26, 2012

**RE: Possible affordable option between houses and apartment buildings
within a new PZD**

Alderman Rhonda Adams asked Jeremy and me to consider and work on a possible amendment to the U.D.C.'s definition of "family" in order to facilitate an alternative housing model that would allow higher density than a house, but would be more "home-like" than a standard apartment building. With the U of A's recent announcement that it will continue to strive to grow by over a thousand additional students for the next few years, the City needs to plan to make new, attractive and affordable housing options allowable for our increasing student population to protect our existing single family neighborhoods. Without such an option, our neighborhoods will likely see increasing pressure and problems from over-occupied houses.

To meet this need and Alderman Adams' request, Jeremy and I worked out a possible amendment to the definition of "family" with Rhonda that would increase the maximum number of unrelated persons in a housing unit from 4 to 5 in a specific PZD approved by the City Council in a case by case consideration and with proper safeguards for the surrounding neighborhood. Such safeguards would likely include buffering from other residential housing, limitations as to the number and type of structure allowed ("free standing structure of not more than two stories") and whatever else that the City Council, after listening to public comment, would believe to be appropriate to protect the surrounding neighborhood.

Alderman Rhonda Adams has approved this proposed amendment and submits it for your consideration.

Revised

Handed out at City Council Mtg. 3/6/12

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DEFINITION OF "FAMILY" FOUND IN CHAPTER 151 **DEFINITIONS** OF THE UNIFIED DEVELOPMENT CODE TO ALLOW THE CITY COUNCIL TO AUTHORIZE UP TO FIVE (5) UNRELATED PERSONS IN SOME UNITS OF A PLANNED ZONING DISTRICT

WHEREAS, the current definition of "Family" in the Unified Development Code has been in effect over the last decade and has been approved by the United States Department of Housing and Urban Development after being challenged by a landlord or tenant; and

WHEREAS, the current definition of "Family" in the U.D.C. limits the number of unrelated individuals in a housing unit to three (3) for single family districts and four (4) in multifamily districts in order to protect neighborhoods; and

WHEREAS, in rare circumstances and with appropriate safeguards the City Council should be authorized to allow up to five (5) unrelated persons in a unit within a Planned Zoning District designed for such occupancy.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals the current definition of "Family" found in the **Definitions** Chapter of the Unified Development Code and enacts a new definition of "Family" as shown below

"Family. (Zoning) In R-A, Neighborhood Conservation and all single family districts including single family Planned Zoning Districts, a "family" is no more than three (3) persons unless all are related and occupy the dwelling as a single housekeeping unit. In all other zoning districts where residential uses are permitted, a "family" is no more than four (4) persons unless all are related and occupy the dwelling as a single housekeeping unit with the exception that the City Council may permit a definition of "family" as no more than five (5) persons unless all are related and occupy the dwelling as a single housekeeping unit in a specific Planned Zoning District with proper safeguards for the surrounding neighborhood such as applying the parking requirements of §172.11 (even though this is a multifamily PZD), requiring that each five

person unit must be placed within a freestanding structure of not more than two stories and be buffered from other residential districts outside the Planned Zoning District. The City Council shall consider whether an applicant's PZD with one or more five unrelated person structures would cause unreasonable traffic into an adjoining residential neighborhood before approving any such PZD. Persons are "related" for purposes of this definition if they are related by blood, marriage, adoption, guardianship, or other duly-authorized custodial relationship. The definition of "family" does not include fraternities, sororities, clubs or institutional groups."

PASSED and APPROVED this 6th day of March, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Fayetteville Code of Ordinances

Facilities handling explosives. (Zoning) Any function that involves a process dealing with a product with explosive potential.

Fall zone. (Wireless Communications Facilities) The area within which a tower or antenna might cause damage to persons or property should the tower or antenna be knocked down, blown over or fall on its own.

Family. (Zoning) In single-family residential districts, a family is no more than three persons unless all are related and occupy a dwelling as a single housekeeping unit in the RSF-5 (Residential Single-family - Half Acre), RSF - 1 (Residential Single-family - One acre), RSF - 2 (Residential Single-family - 2 Acre), RSF - 4 (Residential Single-family - 4 Units per Acre), and RSF - 7 (Residential Single-family - 7 Units per Acre) zoning districts. In all other zoning districts where residential uses are permitted, a family is no more than four persons unless all are related and occupy a dwelling as a single housekeeping unit. A family is when all persons are related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship. The definition of family does not include fraternities, sororities, clubs or institutional groups.

FCC. (Wireless Telecommunications Facilities) The Federal Communications Commission.

FEMA. (Physical Alteration of Land) Federal Emergency Management Agency.

Fenestration. (Development) An exterior opening in the surface of a structure, such as a window, door, clerestory window, curtain wall, etc.

Fill. (Physical Alteration of Land) A deposit of earth material placed by artificial means.

First or ground floor. (DDOD). The finished floor facing a street right of way.

Flashing sign. (Signs) An illuminated sign on which artificial or reflected lights is not maintained stationary and constant in intensity and color at all times when in use.

Flood or flooding. (Flood Damage Prevention) A general and temporary condition or partial or complete inundation of normally dry land-areas from the overflow of flood waters, or the unusual and rapid accumulation or run-off of surface water from any source.

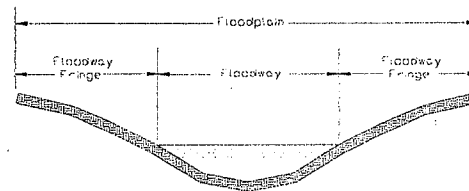
Flood boundary and floodway map. (Flood Damage Prevention) The official map on which the Federal Insurance Administration has delineated both the areas of flood hazards and the floodway.

Flood Insurance Rate Map (FIRM). (Flood Damage Prevention) The official map on which the Federal Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the Floodway.

Flood Insurance Study. (Flood Damage Prevention) The official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

Floodplain. (Stormwater Management, Drainage and Erosion Control) For a given flood event, that area of land that is temporarily covered by water and that adjoins a watercourse. In FEMA regulated, or established floodplains, the floodplains shall mean the area subject to inundation from any source during the regulatory event.

Floodplain or flood-prone area. (Flood Damage Prevention) Areas that are subject to, or are exposed to, flooding and flood damage.



Floodplain management. (Flood Damage Prevention) The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations. (Flood Damage Prevention) Development code, building codes, health regulations, special purpose ordinances (i.e., grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood-proofing. (Flood Damage Prevention) Any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or

From: <themucks@gmail.com>
To: <webmaster@ci.fayetteville.ar.us>
CC: <city_clerk@ci.fayetteville.ar.us>
Date: 2/23/2012 10:27 AM
Subject: [Form mail from AccessFayetteville] - Ordinance Meeting tonight @ 6pm

From: Jeffrey & Juanita Muckleroy

Email: themucks@gmail.com

To: city_clerk@ci.fayetteville.ar.us

Subject: Ordinance Meeting tonight @ 6pm

Message:

Please pass our concerns below to the Council tonight as these are major concerns for us in the Sang valley Neighborhood.

Hello City Council Members-

We are residents in the Sang Valley community. We would like to go to the meeting tomorrow night but have to be in Tulsa to pick up my Daughter. We have been out of pocket for a while now on what is going with our community, however the below email is very disturbing to us and we would like for our voice to be heard tomorrow night at this meeting.

1) We are not in favor for passing a new definition of a family! This is going to bring more unwanted traffic in our neighborhood that people in our community already complain about, plus we already have houses around this neighborhood that have more than the allotted residents in them. You can look down Ora and see more than 7 cars parked at it all the time. The corner of Sang and Weddington is another. Right on Cleveland is another.

2) If you pass the 5 instead of 3 for a definition it will not be a choice of the city approving on a case to case base. The city will do whatever brings in the most money! It doesn't care where the location is as long as it brings in revenue.

3) We have already complained about the traffic on Sang Ave. We have added a new church right down the street that has increased traffic already. With the increase of students at the University the traffic has also increased drastically. In front of our house on Sang at 7:30am - 8:30am you can't get out of the driveway easily. This is also the same at 4:30-5:30 pm every day. What will you do when one of our children get hurt due to traffic that has increased in the neighborhood?

4) We put in speed bumps but they don't work! We have enough traffic flowing through here at all times of the day and night speeding! You can hear people going over the speed bumps like crazy... Some even sound as if they have lost part of their car.

5) Although we work for the University and am an advocate for the University we do not want more residential places in our neighborhood. We bought this house because it was a nice quiet place to live

and raise our children. We now have a nephew that lives with us and we want him to grow up in a quiet neighborhood also. If the University needs more housing then look to the South by Baum stadium, the buses already run in that area. Plus there are a lot of Apartments that are needing renters...

6) We are not sure where you live Rhonda but if this were your area or road where your children grew up we do not think you would advocate for another huge community to come in.

7) We are also worried about the flooding from the creek! Although we are not on the creek our garage has flooded a lot from the rain flooding out of the drainage ditches. Which has always been an ongoing problem. The city came out on Easter last year to clean out the ditches. If you add more concrete to the mix this could be even more disastrous for this neighborhood.

8) We know that there will be some development on the Marinoni property at some point but please do not make it a burden on the already established older neighborhood and add more burden to an already existing problem.

Please consider our thoughts on the above points. When you start opening up older neighborhoods for money which the city has a lot to gain from this (as our property taxes are already way too high and will just go up with a new residential neighborhood) then we lose sight of what Fayetteville is really about!

Thank you both in advance,
Juanita & Jeffrey Muckleroy

Below is the email we received from John notifying us of this.....

From: John Faucette [jfaucette@coldwellbanker.com]
Sent: Wednesday, February 22, 2012 11:07 AM
To: Donn T. Johnson; Paula E. Johnson; Ed and Angie Baker; Darryl & Lea Criss; Deb Euculano; Tami Trzeciak; Shirley Lucas; Bill Mock; Juanita K. Muckleroy; Maliah Pinkleton; Kathy Short; Steven Skattebo; Martha Thornton; Carol Traphagan; Rania Trulley; Marcia Wells; Darrell Caplener; Vel Moses
Subject: FW: the retreat at lubbock-the ultimate living experience sang valley important
Please find below an e-mail I sent to Sarah Lewis, our current Ward 4 Representative regarding the Heckathorn property and the Marinoni property to the west a potential use of the land being considered. This is very important; if this consideration becomes a reality it will place a burden upon our existing neighborhoods and our surrounding streets, and a possible burden on drainage, and also nearby intersections such as the already somewhat dangerous intersection of Razorback and Maple, Cleveland and Sang, and etc. I just had a few e-mail addresses of folks in the Sang Valley Association, that is why I did not do a blind recipient so anyone could forward this e-mail on to others this was not sent to that live in the Sang Valley Association area, but it also needs to be sent to the Halsell Heights Association as well and I do not have any e-mail addresses there as well.

This is being considered and being supported by the higher ups at the university. Projecting student enrollment to increase by 6,000+ - over the next 5 years because of football and basketball but not academics, but will that happen if tuition keeps increasing.

Also, this Thursday evening Rhonda Adams our other current Ward 4 Representative at the Council of Neighborhoods is going to explain the new definition of a "family" with respect to the number of occupants

in a dwelling for planned zoning districts, but keep in mind this might effect existing housing. The push is to go beyond no more than 3 unrelated occupants to 5. So the housing being considered on the Heckathorn property will have 1 to 5 BR family units, supposedly 600 units which would average 3.5 BRs per unit and when you look at 600 hundred units that is a lot of vehicles of college students.

The Neighborhood Council will meet Thursday February 23rd at 6:00pm in room 326 of City Hall.

If you would like to call please feel free to do so. My number is 479-871-8147 or 479-571-7730. For those of you that may not know, I live at 2104 W. Loren Circle.

John

John Faucette
Accredited Buyer Representative
Certified Marketing Specialist
Coldwell Banker Harris McHaney
& Faucette Real Estate
jfaucette@coldwellbanker.com
<http://jfaucette.cbhmf.com>
479-871-8147 cell
479-444-7546 fax
"Pays Attention To Details"
"Here To Help"

From: John Faucette [mailto:jfaucette@coldwellbanker.com]
Sent: Tuesday, February 21, 2012 6:06 PM
To: 'Sarah Lewis'
Subject: the retreat at lubbock-the ultimate living experience

Sarah;

Recently I was made aware that the planning commission may consider a housing development in the Sang Valley area; the reason in part why the commissioners and aldermen, and staff(Jeremy Pate, etc) are considering changing the number of non-related occupants per house hold. I am not sure to what extent you are aware of this. As I understand on the 25 acres of Heckathorn property which connects to the

Marinoni property on the west there is a proposal being considered for 600 single family so called units that are to be cottages of ranging from 1 to 5 Bedrooms with one large common in several of the blocks that will act as common area backyards. If this moves forward then the Project will blend into the Marinoni property which will be commercial and I suppose possibly more housing. If you figure an average of 1-5BR units

As 3.5 BRs times the number of units that is potentially 2,100 people and figuring one car per person and when friends are over that is in addition. Isn't that a little ridiculous? Proposed outlets as I understand:

1)Sang Avenue 2)Maple Street bordering the homes on Loren Circle going east-west then to some degree north south. 3) Which Marinoni would not want to do is go out onto Wedington Drive which would require a

Dealing with the State in installing a stop light, which to me would make more sense? Oh by the way there is a proposal consideration where Maple intersects Sang on the west side to put a bus stop to pick up kids going to the campus. This may entail taking some of Patty Lanning's backyard. Plus if Maple is widened and sidewalked that will take up a lot more yard along the south side of Westwood S/D. I can just see on a Saturday night a car ending up in someone's backyard because of being drunk.

The outlet on Sang would be in the vicinity of Archer Drive in Waterman Woods, and I can see it now that Archer would to some degree be a cut through because the number of cars going up Cleveland will result

in a

congested intersection, and in turn there will be increased traffic up Halsell to the south. Cars will be moving fast up Cleveland, on Sang, and up Halsell and maybe along Maple. The considered idea that sidewalks on both side of Cleveland would be a traffic calming devise seems absurd to me. The sidewalks would have to be really wide, more than 4 feet to be considered safe, and besides that I know on the south side there is a culvert near Ashwood on the south side how would the city handle that. I have seen cars hug the curbs on Cleveland going up and going down. It is dangerous even with the side walk that is there now. Cars go fast up the hill to be able to go up the hill and traffic goes down the hill just naturally going fast and with a congested intersection at the base of the hill, no telling what would happen. Here is another thing with the increase traffic using Cleveland and Halsell there are going to be congested intersections and made more dangerous: Razorback and Cleveland; Razorback and Maple to the north, west, east, and south(pretty dangerous already), Markham and Razorback.. If there is a bus transit that is in that Sang Valley area that will make more congestion and not so careful car drivers. Car speed on Sang going to Halsell, and if the traffic is high on Halsell then the idea of using sidewalks on both sides of Halsell as well needs to be done as well as widening Halsell. I bet Rhonda Adams would love that, especially since she proposed the increase in occupants per family unit. Oh yes, if the idea too is get people to walk up Cleveland to school, well, that isn't going to happen. Maybe a few. That hill is a little hard to pull and someone may be worn out by the time they get to the top.

Also, another access would be out of Marinoni's property, the private drive that goes out onto Wedington, however, I am sure Marinoni does not want to do that nor the potential developer because then that would mean that they would have to deal with the State Highway department and install a stop light, so put the burden back on the residential areas.

Here is something else, Hamstring Creek meanders through the Heckathorn property as you well know. Part of that creek is in the flood plain, I believe that back northwest portion of the Heckathorn property. I also have a feeling that the stream ordinance will be pushed aside to some degree to allow the developer and the city staff to get what they want to achieve. There will be drainage issues. What you may not be aware of is that as the creek meanders northwestward it brings part of West Berry Street into its flood plain. The question will this development impact the creek's already existing flood plain upon the Berry street owners much greater than it is already and will there be other drainage issues. Also, what does this do to the ecological aspect of the prairie type property that the Heckathron property seems to be? This will potentially be a drainage burden upon the Berry Street homes that are already in the flood plain. Aren't drainage and water shed concerns are in your line of work?

No one has approached the Sang Valley residents about this proposal so what's up with that. I tell you what's up with that, it is controversial so Marinoni knows already the objection that would be voiced. There is a lot of burden that will be placed upon this area that no one of course is thinking about. The city staff doesn't really care, since they want to achieve this cottage concept, and of course the developer and Marinoni probably have the blessing of the university. There is mumbling that the population of the university will increase by say 6,000 students in 5 years because of the football and basket ball program. Too bad the student population will not increase because of academics, and as more buildings go up so will the tuition which will theoretically decrease the student population.

The Sang Valley Neighborhood needs to know.

I think this idea of increasing the occupants per household is a bad idea especially if it ever gets into the existing housing. I would also like to say that I think it is very wrong for the city staff and planners, aldermen to adjust the light ordinance to suit their own convenience regarding that stupid tree on the Old Post Office property even now more so since there is now the integrity of the transaction that the has gone on in counter offer negotiations. Just so a lighted tree will look pretty on a post card. Bah !. You know a house in our S?D seems to have lights on in their backyard strung up on a tree and deck that seems to be a little bit of a bother, what about that property?

This is long, but it had to be said.

John

John Faucette
Accredited Buyer Representative
Certified Marketing Specialist
Coldwell Banker Harris McHaney
& Faucette Real Estate
jfaucette@coldwellbanker.com
<http://jfaucette.cbhmf.com>
479-871-8147 cell
479-444-7546 fax
"Pays Attention To Details"
"Here To Help"

Juanita Muckleroy
Administrative Support Supervisor
Arkansas Union Room 634
Office(479) 575-2146
Fax(479)575-7191
jmuckle@uark.edu

Harmony, Responsibility, Restorative, Empathy, Consistency

RECEIVED

MAR 05 2012

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

TO: Alderman Rhonda Adams and Matthew Petty:

RE: Ordinance to amend the definition of "family"

Pardon my late entry into the discussion of this topic, but I have been on the road working with clients for most of December, January and February and I missed the discussion and coverage of this proposed change.

I have three concerns about the long-term impact of this proposed change:

1. How will the city enhance enforcement following these changes? My personal experience from twice enforcing the family code for Waterman Woods, I found the process to be confrontative and ponderous. The complainant becomes the "bad guy," not the party violating the code. The city staff seemed passive in the enforcement with seemingly more interest in the rights of those violating the code. Finally, once there is a finding of violation-the letter had no teeth.
2. I predict that the family definition across the city will slide to the five in practice and that citizen enforcement will become even more difficult.
3. As a consultant familiar with affordable housing projects across Arkansas through my work with the Winthrop Rockefeller Foundation, I am unclear how this provides that benefit, rather it seems to help the University and developers to provide for increased student housing. I understand the value of this amendment to the developers. How will this help low income people to become homeowners? What is the value to the tax-paying residents? How does it protect the quality of life and property values in residential communities in which we have invested our life savings?

In conclusion, whatever happened to the discussion to license commercial and individual property rental agents and hold them accountable for code violations?



Walt Eilers
2044 West Archer Drive
Fayetteville, AR 72701
479.283.2784

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DEFINITION OF "FAMILY" FOUND IN CHAPTER 151 **DEFINITIONS** OF THE UNIFIED DEVELOPMENT CODE TO ALLOW THE CITY COUNCIL TO AUTHORIZE UP TO FIVE (5) UNRELATED PERSONS IN SOME UNITS OF A PLANNED ZONING DISTRICT

WHEREAS, the current definition of "Family" in the Unified Development Code has been in effect over the last decade and has been approved by the United States Department of Housing and Urban Development after being challenged by a landlord or tenant; and

WHEREAS, the current definition of "Family" in the U.D.C. limits the number of unrelated individuals in a housing unit to three (3) for single family districts and four (4) in multifamily districts in order to protect neighborhoods; and

WHEREAS, in rare circumstances and with appropriate safeguards the City Council should be authorized to allow up to five (5) unrelated persons in a unit within a Planned Zoning District designed for such occupancy.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals the current definition of "Family" found in the **Definitions** Chapter of the Unified Development Code and enacts a new definition of "Family" as shown below

"Family. (Zoning) In R-A, Neighborhood Conservation and all single family districts including single family Planned Zoning Districts, a "family" is no more than three (3) persons unless all are related and occupy the dwelling as a single housekeeping unit. In all other zoning districts where residential uses are permitted, a "family" is no more than four (4) persons unless all are related and occupy the dwelling as a single housekeeping unit with the exception that the City Council may permit a definition of "family" as no more than five (5) persons unless all are related and occupy the dwelling as a single housekeeping unit in a specific Planned Zoning District with proper safeguards for the surrounding neighborhood such as requiring that each five person unit must be placed within a freestanding structure of not more than two stories and be

buffered from other residential districts outside the Planned Zoning District. Persons are "related" for purposes of this definition if they are related by blood, marriage, adoption, guardianship, or other duly-authorized custodial relationship. The definition of "family" does not include fraternities, sororities, clubs or institutional groups."

PASSED and APPROVED this 7th day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

B. 2
RZN 12-4028 (1400 and 1500 Blocks
of N. Desoto Pl./Abshier Heights)
Page 1 of 22

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

3/20/2012

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

RZN 12-4028: Rezone (1400 AND 1500 BLOCKS OF N. DESOTO PL./ABSHIER HEIGHTS, 407): Submitted by Bart Bauer for property located at 1400 AND 1500 BLOCKS OF NORTH DESOTO PLACE. The property is zoned Residential Planned Zoning District R-PZD 06-1883 (Abshier Heights) and contains approximately 2.18 acres. The request is to rezone the subject property to RSF-8, Residential Single-Family, 8 units per acre.

Cost of this request

\$ -

Category / Project Budget

Program Category / Project Name

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

Project Number

\$ -

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

Left on first reading at the 3/20/12 Cmtg.

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: February 29, 2012

Subject: RZN 12-4028 (Abshier Heights)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to rezone the subject property from R-PZD 06-1883 Abshier Heights to RSF-8, Residential Single Family Eight Units Per Acre.

BACKGROUND

The property is Tract A (the northern half) of the Abshier Heights R-PZD site totaling 2.18 acres. The site is located directly behind Ozark Natural Foods on the west side of Hillcrest Avenue. The R-PZD zoning on this portion of the Abshier Heights site permits development of a multi-family building with six units and three duplexes for a total of 12 residences. This portion of the site has been developed with a private street/alley (North Desoto Place) but has not been developed with any buildings. The site is surrounded by single family homes to the east, multi-family residences associated with the southern portion of the Abshier Heights project to the south, commercial development to the west, and undeveloped land to the north. Direct access to this property is available from Hillcrest Avenue to the east and Natural Way to the north which is an access easement along the north side of the Evelyn Hills shopping center, and a second access drive directly into the central portion of the Evelyn Hills Shopping center.

The applicant has submitted an application to rezone the northern portion of the Abshier Heights property, 2.18 acres, from R-PZD 06-1883 Abshier Heights to RSF-8, Residential Single Family Eight Units Per Acre. The applicant has stated that he intends to construct single family residences on the property.

DISCUSSION

On February 27, 2012, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 7-0-0. Two members of the public spoke at the meeting asking about the total number of units proposed but did not express objection to the rezoning.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4028, FOR APPROXIMATELY 2.18 ACRES, LOCATED AT 1400 AND 1500 BLOCK OF NORTH DESOTO PLACE (TRACK "A" OF ABSHIER HEIGHTS) FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT R-PZD 06-1883 TO RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-PZD, Residential Planned Zoning District to RSF-8, Residential Single-Family, 8 units per acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the remainder of the Abshier Heights R-PZD 06-1833 zoning district not being rezoned shall retain its R-PZD zoning designation with all of the zoning and development rights and regulations prescribed therein.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

B. 2
RZN 12-4028 (1400 and 1500 Blocks
of N. Desoto Pl./Abshier Heights)
Page 4 of 22

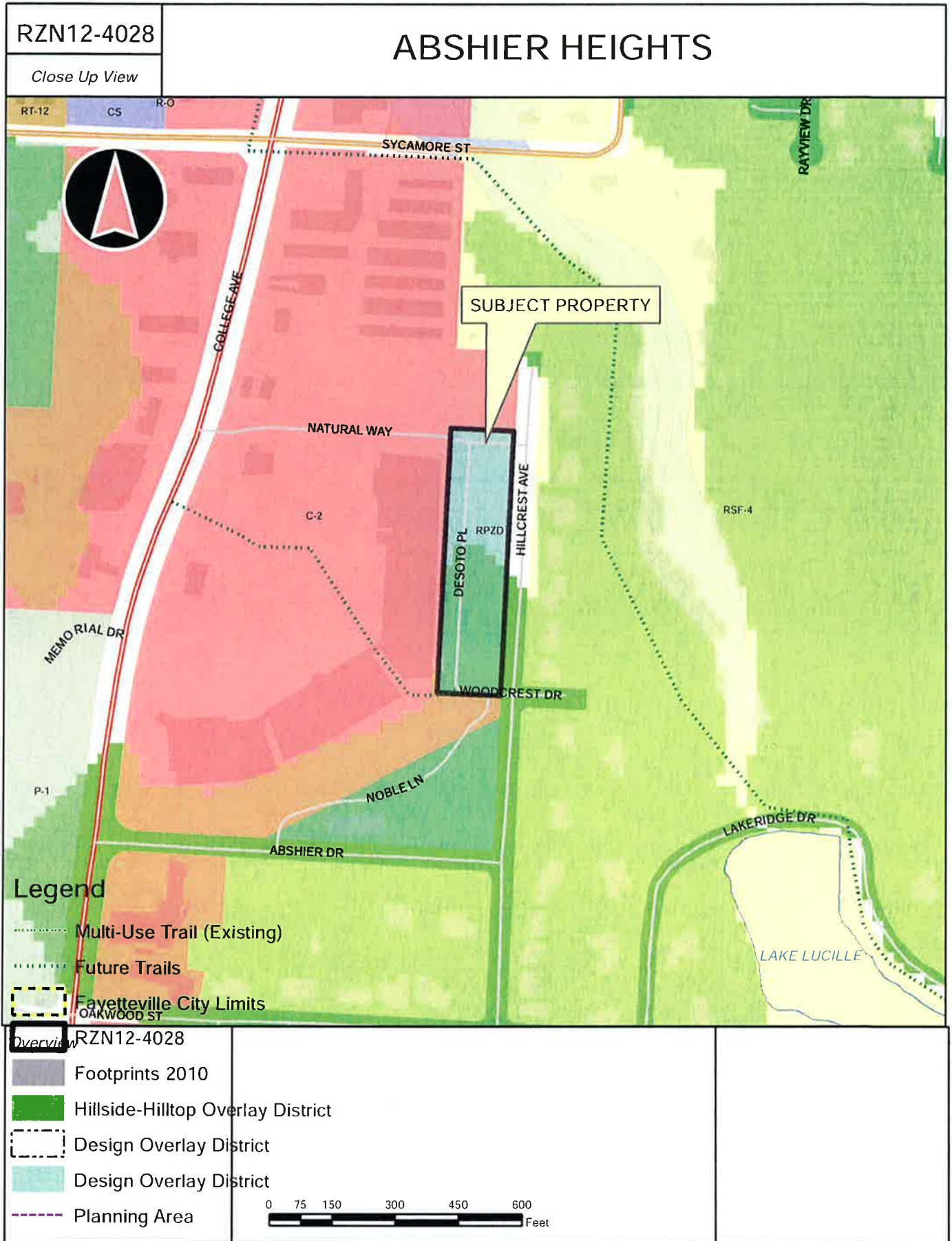


EXHIBIT "B"
RZN 12-4028

PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE SAID NORTHWEST ¼ OF THE NORTHWEST ¼; THENCE N87°12'10"W, A DISTANCE OF 352.90 FEET; THENCE N02°58'47"E, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING BEING A SET MAG NAIL W/ WASHER (PS 1496) BEING THE TRUE POINT OF BEGINNING; THENCE N02 58'47"E, A DISTANCE OF 635.02 FEET TO A FOUND CHISELED "X" IN CONCRETE; THENCE S87 00'06"E, A DISTANCE OF 149.72 FEET TO A FOUND ½" REBAR ON THE WEST RIGHT-OF-WAY LINE OF HILLCREST AVENUE; THENCE S02 57'25"W, ALONG THE ABOVE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 634.93 FEET TO A FOUND PK NAIL; THENCE N87 02'16"W, A DISTANCE OF 149.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 95,146 SQUARE FEET OR 2.18 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS

From: "Jackson, Jeff" <JJACKSON@nwacc.edu>
To: <agarner@ci.fayetteville.ar.us>
CC: <jfulcher@ci.fayetteville.ar.us>
Date: 3/1/2012 8:11 AM
Subject: FW: Abshier Heights

Hello!

I live at 1414 N. Hillcrest, directly across from the lot being built on. Mr. Bauer did not discuss these plans with me, and I have some real concerns. As I mentioned to Jan Wicks, the previous construction experience was a long, unpleasant experience. The work crews parked on our (no parking) street and in my driveway. Construction trash blew onto my property daily. My furnace clogged from all of the dust and had to be repaired at my expense. On one memorable occasion, very loud work commenced at 6 a.m. on a Saturday. I'd also like to point out that we were promised a "pocket park" on the adjacent lot, but this remains a swampy mess.

I feel like, as property owners, we deserve better. What can we do to protect our neighborhood's privacy, peace, and property values?

Thank you for your time,

Jeff Jackson

From: Jan L. Wicks [mailto:jwicks@uark.edu]
Sent: Wed 2/29/2012 3:24 PM
To: Jackson, Jeff
Subject: RE: Abshier Heights

Hi Jeff,

Thanks for letting me know.

I strongly suggest you let the city planners know that Mr. Bauer did not discuss anything with you. He made a point of saying that he'd talked to the neighbors across from the property and implied you all said it was fine. I wouldn't accuse him of lying or anything, but I believe it will be very helpful to us all if the city is aware of your feedback.

I also strongly suggest you provide the information about the construction crew problems to the city planners and ask what could possibly be done.

Andrew Garner agarner@ci.fayetteville.ar.us
Jesse Fulcher jfulcher@ci.fayetteville.ar.us

Best and I'll let you all know if I hear anything else.

Jan

-----Original Message-----

From: Jackson, Jeff [mailto:JJACKSON@nwacc.edu]
Sent: Wednesday, February 29, 2012 3:11 PM
To: Jan L. Wicks
Subject: RE: Abshier Heights

Hi--

Thanks for the information. Mr. Bauer did not discuss anything with me. The previous condo-building experience was quite unpleasant. The construction crew parked wherever they liked, including on the street and in my driveway, and I had trash blown onto my property on a daily basis. My furnace got clogged from all of the dust. Is there any way we can protect our rights to privacy, peace, and quiet?

Jeff J.

From: Jan L. Wicks [mailto:jwicks@uark.edu]
Sent: Wed 2/29/2012 2:21 PM
To: Robert Howard Wicks; dbeau@arkansas.net; boydlogan@gmail.com; decovision@sbcglobal.net; unbeldi@cox.net;

dhopster@hotmail.com; Jackson, Jeff; Lynda L. Coon; Nann Miller; i_markum@yahoo.com; rebeccahass@sbcglobal.net; C. Dayton Steelman; gpittsthorn@hotmail.com; williamfriar@yahoo.com; fran220dan@sbcglobal.net; harpo0821@sbcglobal.net; Hugh Reid Kincaid; Bettie Lu Lancaster; junjiewu1940@hotmail.com; thehynesfamily@sbcglobal.net; trishaagreen@yahoo.com; lou.skeen@ki.com; bart.bauer@sbcglobal.net; bauerpat@sbcglobal.net; 'SHAY HOPPER'; 'david hopper'; David Beauchamp (david@davidbeauchampcpa.com)
Cc: 'Jesse Fulcher'; agarner@ci.fayetteville.ar.us; bart.bauer@sbcglobal.net; bauerpat@sbcglobal.net
Subject: RE: Abshier Heights

Greetings! This is an update on the Planning Commission meeting held earlier this week regarding the proposed changes to the Abshier Heights area behind Evelyn Hills Shopping Center. These two items below were approved by the Planning Commission and sent to the City Council. (I'm using an old e-mail list; please forgive me if you are receiving this in error.)

This item below was to allow brick to be used instead of stone on the second multi-family building (to be built next to the existing one in the area below the corner of Hillcrest Avenue and Abshier Drive. It is my understanding that this building will have five units instead of six (apparently to allow larger garages to be built under each unit to accommodate the desires of most purchasers).

2. ADM 12-4029: Administrative Item (Abshier Heights R-PZD Modification No. 3): Submitted by BART BAUER for the property located at the NORTHWEST CORNER OF ABSHIER DRIVE AND HILLCREST AVENUE. The request is to amend the approved R-PZD 06-1883 Abshier Heights to architecturally design one of the multi-family buildings with brick instead of stone on the rear of the building. Planner: Andrew Garner

This item is to rezone the area behind the Ozark Co-op to RSF-8. According to the developer and the city, the neighborhood has no say on the types of residences, nor materials used, etc., if the area is rezoned RSF-8. The developer said it had to be rezoned as RSF-8 (instead of RSF-4) because of the way the utilities were installed and placed, based on the original plans developed by David Chance.

7. RZN 12-4028: Rezone (1400 AND 1500 BLOCKS OF N. DESOTO PL./ABSHIER HEIGHTS, 407):
Submitted by BART BAUER for properties located at the 1400 AND 1500 BLOCKS OF NORTH DESOTO PLACE.
The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 2.18 acres. The request is to rezone Tract A of the Abshier Heights R-PZD to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE. Planner: Andrew Garner

Here are the e-mail addresses to contact the developer (Bart Bauer) e-mail address in case you have any questions or need more information. He said he's already discussed this with the neighbors who live down on the northern end of Hillcrest Avenue across from the back of the Ozark Co-op (or across from Tract A noted above). I'm sending him a copy so he can provide additional information, if desired, or correct anything I may have gotten wrong.

Bart Bauer bart.bauer@sbcglobal.net
Pat Bauer bauerpat@sbcglobal.net

Here are the e-mail addresses for the city planning folks, just in case.

Andrew Garner agarner@ci.fayetteville.ar.us Jesse Fulcher jfulcher@ci.fayetteville.ar.us

Best,

Jan Wicks
1314 Hillcrest Avenue



PC Meeting of February 27, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~February 16, 2012~~ Updated February 29, 2012

RZN 12-4028: Rezone (1400 AND 1500 BLOCKS OF N. DESOTO PL./ABSHIER HEIGHTS, 407): Submitted by BART BAUER for properties located at the 1400 AND 1500 BLOCKS OF NORTH DESOTO PLACE. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contain approximately 2.18 acres. The request is to rezone Tract A of the Abshier Heights R-PZD to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE.

Planner: Andrew Garner

BACKGROUND:

Background: On April 4, 2006 the City Council rezoned the subject property from C-2, Thoroughfare Commercial to R-PZD 06-1883 (Abshier Heights). The rezoning permitted the development of a total of 24 residential units on the site. The infrastructure for the development was installed over the entire site and southern portion of the property was developed with a six-unit multi-family building. The northern portion of the site remains undeveloped with the exception of a private shared drive (Desoto Place).

Property Description: The property is Tract A (the northern half) of the Abshier Heights R-PZD site totaling 2.18 acres. The site is located directly behind Ozark Natural Foods on the west side of Hillcrest Avenue. The R-PZD zoning on this portion of the Abshier Heights site permits development of a multi-family building with six units and three duplexes for a total of 12 residences. This portion of the site has been developed with a private street/alley (North Desoto Place) but has not been developed with any buildings. The site is surrounded by single family homes to the east, multi-family residences associated with the southern portion of the Abshier Heights project to the south, commercial development to the west, and undeveloped land to the north, as indicated in *Table 1*. Direct access to this property is available from Hillcrest Avenue to the east and Natural Way to the north which is an access easement along the north side of the Evelyn Hills shopping center, and a second access drive directly into the central portion of the Evelyn Hills Shopping center.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Undeveloped	C-2, Thoroughfare Commercial
South	Multi-family (Abshier Heights)	R-PZD (Abshier Heights)
East	Single family residential	RSF-4, Residential Single-Family Four Units Per Acre
West	Evelyn Hills Shopping Center	C-2, Thoroughfare Commercial

Proposal: The request is to rezone the property from R-PZD 06-1883 (Abshier Heights), to RSF-8, Residential Single Family Eight Units Per Acre. The applicant has stated that he intends to construct single family residences on the property.

Public Comment: Staff has received a couple of calls and one in-person inquiry about the rezoning. There have been no objections to the rezoning, The Ozark Natural Foods store adjacent to the west has discussed drainage issues on their property. They are in communication with the City Engineering Division about these issues, however, they do not object to the rezoning.

RECOMMENDATION:

Staff recommends forwarding RZN 12-4028 to the City Council with a recommendation for approval based on findings stated herein.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date:	<u>February 27, 2012</u>	☐ Tabled	☒ <u>X</u> Forwarded	☐ Denied	
Motion:	<u>Chesser</u>				
Second:	<u>Cook</u>				
Vote:	<u>7-0-0</u>				
Notes:	<u>Recommendation for approval.</u>				
CITY COUNCIL ACTION:				Required	<u>YES</u>
		☐ Approved	☐ Denied		
Date:					

INFRASTRUCTURE:

Streets: The site has access to Hillcrest Avenue a local street. Hillcrest Avenue was improved with the first phase of the Abshier Heights R-PZD to meet current street standards.

- Water:** Public water is adjacent to the site. A study of the water system shall be conducted by the developer as directed by the Engineering Division. Substantial improvements to the water system may be required which includes other off-site improvements. Water service will need to be extended within the property at the time of development connecting within the proposed development.
- Sewer:** Sanitary sewer is currently available to the site. There is a 6" sewer line that runs along Hillcrest Avenue and a 6" sewer line along Abshier Drive, west of the site. A study of the downstream system shall be conducted by the developer. Substantial improvements to the sewer system may be required which includes other off-site improvements. Sewer service will need to be extended within the property at the time of development connecting within the proposed development.
- Drainage:** Standard improvements and requirements for drainage will be required for any development.
- Police:** The Fayetteville Police Department has not expressed concerns with this request.
- Fire:** The Fayetteville Fire Department has not expressed concerns with this request. The subject property is located approximately 1.7 miles from the Fire Station No. 1. Response time to the property is 5.5 minutes.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area**.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed RSF-8 zoning for single-family residential use is compatible with adjacent and nearby commercial, multi-family, and single family residential land uses while promoting a variety of lot sizes. Adjacent developments include residential single family out-lots zoned RSF-4 (maximum four units per acre) to the east, multi-family residential adjacent to the south, and commercial uses zoned C-2 to the west of the property. The RSF-8 zoning will allow for a mix of residential housing types in this transitional area between the busy commercial corridor along College Avenue, the new multi-family residential development adjacent to the south, and older and single family neighborhoods to the east and south.

2. A determination of whether the proposed zoning is justified and/or needed at the time the

rezoning is proposed.

Finding: **The proposed zoning is justified in order to provide for a variety of lot sizes and variation in development pattern consistent with City land use objectives and policies. The applicant has indicated that the real estate market is not suitable for the development of this site with modern multi-family and two-family structures. The zoning is needed in order to provide more flexibility in development of this site to meet current market conditions.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed zoning should not generate the potential for additional traffic on the surrounding street system over the existing R-PZD zoning. The existing PZD would permit one multi-family building with six units, and three two-family units for a total of 12 residences on this portion of the site. The subject property is 2.18 acres. The proposed RSF-8 zoning would permit a gross density of 17 units on the site. However, each lot is required to have at least 50 feet of street frontage and under the current configuration with access drives staff estimates there could be approximately 11 single family residences. The proposed rezoning should not create or appreciable increase traffic danger or congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning would result in a comparable population density as the existing zoning and would not result in adverse impacts to public services.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.

Townhouse, no more than two attached	2,500 sq. ft.
---	---------------

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building Height Maximum	45 ft.
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- (G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

Bart Bauer

Memo

To: City of Fayetteville - Planning Commission
From: Bart Bauer
Date: January 16, 2012
Re: Rezoning of Property in the 1400 and 1500 Blocks of North DeSoto Place from RPZD to RSF-8

(a) Current Owner & Pending Sale

This parcel is currently under contract for purchase from the Bank of Fayetteville for the exclusive use of Bart Bauer, and/or his assigns.

(b) Reason for Zoning Change

The PZD zoning designation restricts the site to two distinct buildings. These buildings were designed in the modern style of architecture. I feel that this modern style is not conducive to current market trends in the area.

(c) Use, Traffic, Appearance, Signage

The rezoning of the parcel to RSF-8 is in keeping with the surrounding properties which are all single-family homes along North Hillcrest Avenue. The current PZD is approved for multi-family dwellings. The zoning change will result in single-family homes which should reduce projected traffic in the area by a third.

The single-family homes that we plan to build will be of a more traditional design and will blend well with the existing homes along Hillcrest Avenue.

No signage is planned.

(d) Availability of Water/Sewer

Water and sewer mains are available to the site as follows: 8" line for water and 8" line for sanitary sewer.

(e) Consistency With Land Use and Zoning Plans

The rezoning of the parcel would be 100% consistent with the neighboring parcels and with Fayetteville's Master Plan. The utilities are already installed and grading is complete. Without going to great expense to change the configuration of the utilities, the site will currently hold four homes per acre. Since the subject parcel is 2.17 acres total, this will result in eight single-family homes. Adjoining properties are currently zoned RSF-4.

(f) Zoning Justified?

I feel the rezoning is justified for the reasons discussed above, i.e. current market trends, consistency with the neighborhood and reduction of the density of dwellings current planned for the site.

(g) Traffic

The streets that have been created to serve the Abshier Heights development are both private roads that are the responsibility of the property owners' association. As mentioned above, reducing the zoning from multi-family to single-family dwellings from twelve down to eight decreases density and should actually decrease traffic in the area.

(h) Public Services

My rezoning request would result in less homes and population in the area than the previous Planned Zoning District that the City of Fayetteville has already approved, thus reducing the load on public services. Aside from this, the site is very small and the load on public services will be inconsequential.

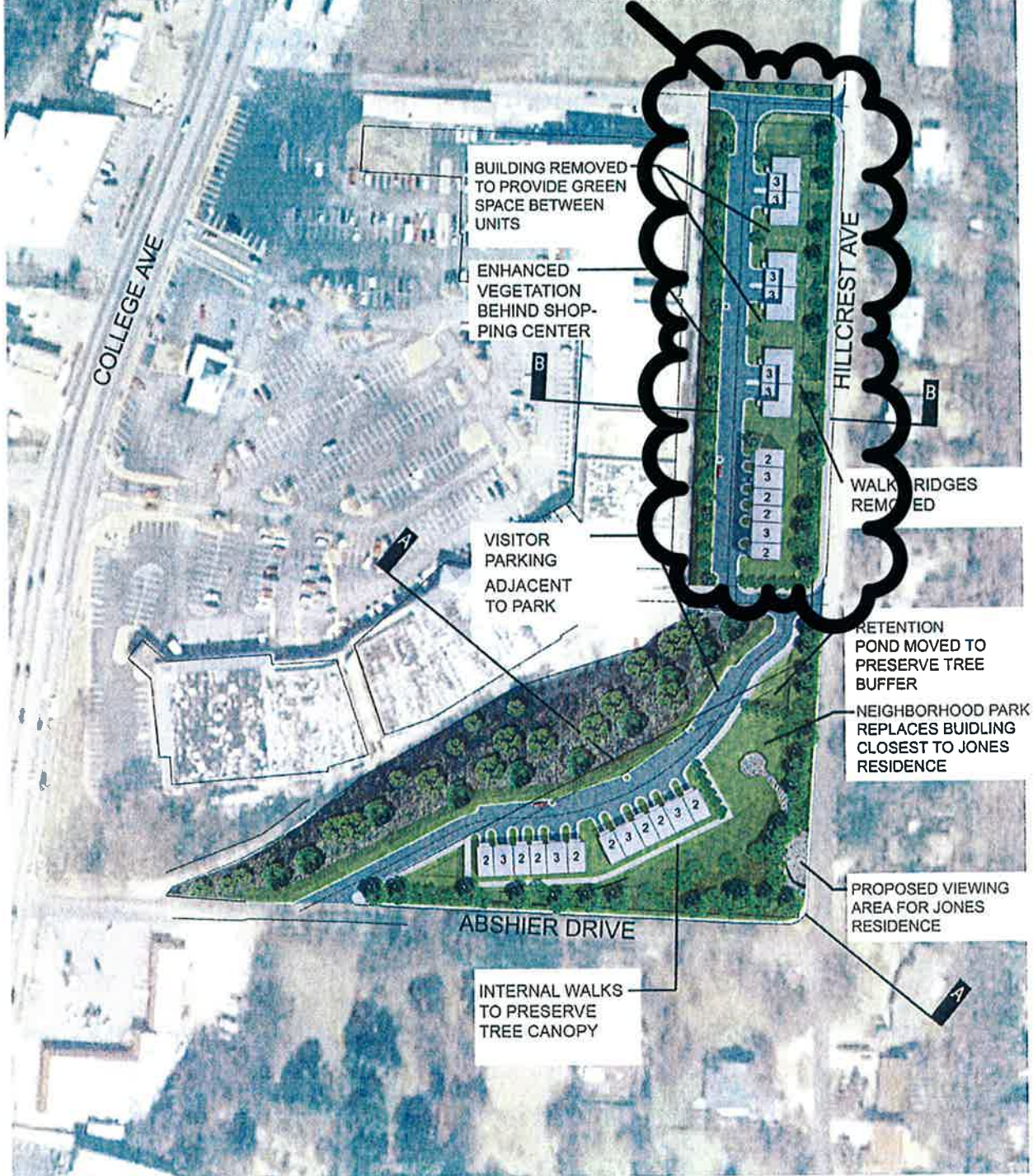
(i) Impracticality of Current Zoning

The current PZD is impractical because it restricts the style and size of building that can be constructed on the site. The building cannot be significantly changed to meet market conditions without completely amending the PZD or changing the zoning of the site.

24 UNITS WITH 60 TOTAL BEDROOMS
111 PARKING SPACES: 35 GARAGE SPACES
36 DRIVEWAY SPACES
39 PARALLEL SPACES
4.625 PARKING SPACES PER UNIT

REVISED SITE PLAN

Area to be rezoned to RSF-8



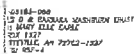
SITE PLAN WITH BEDROOM COUNT

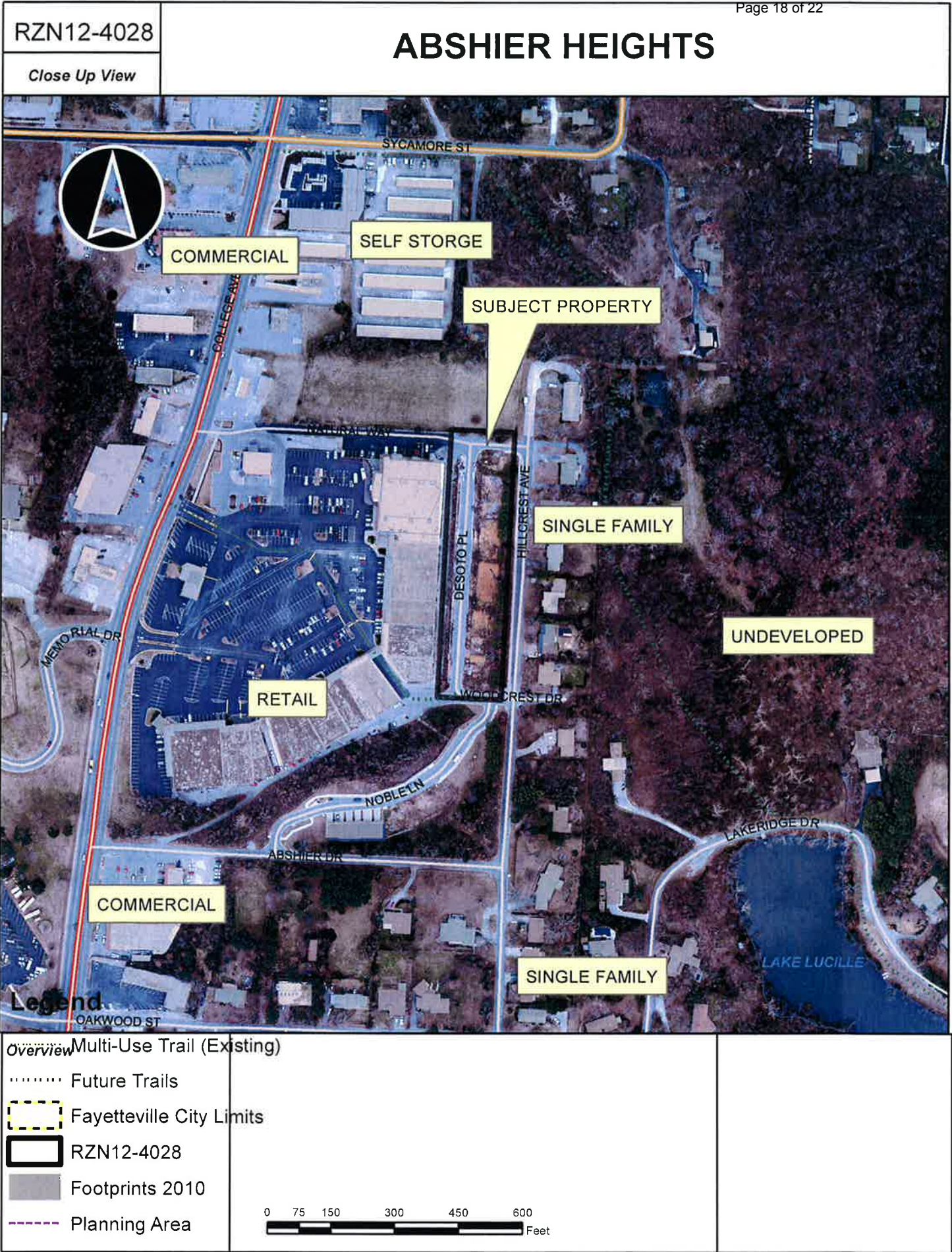


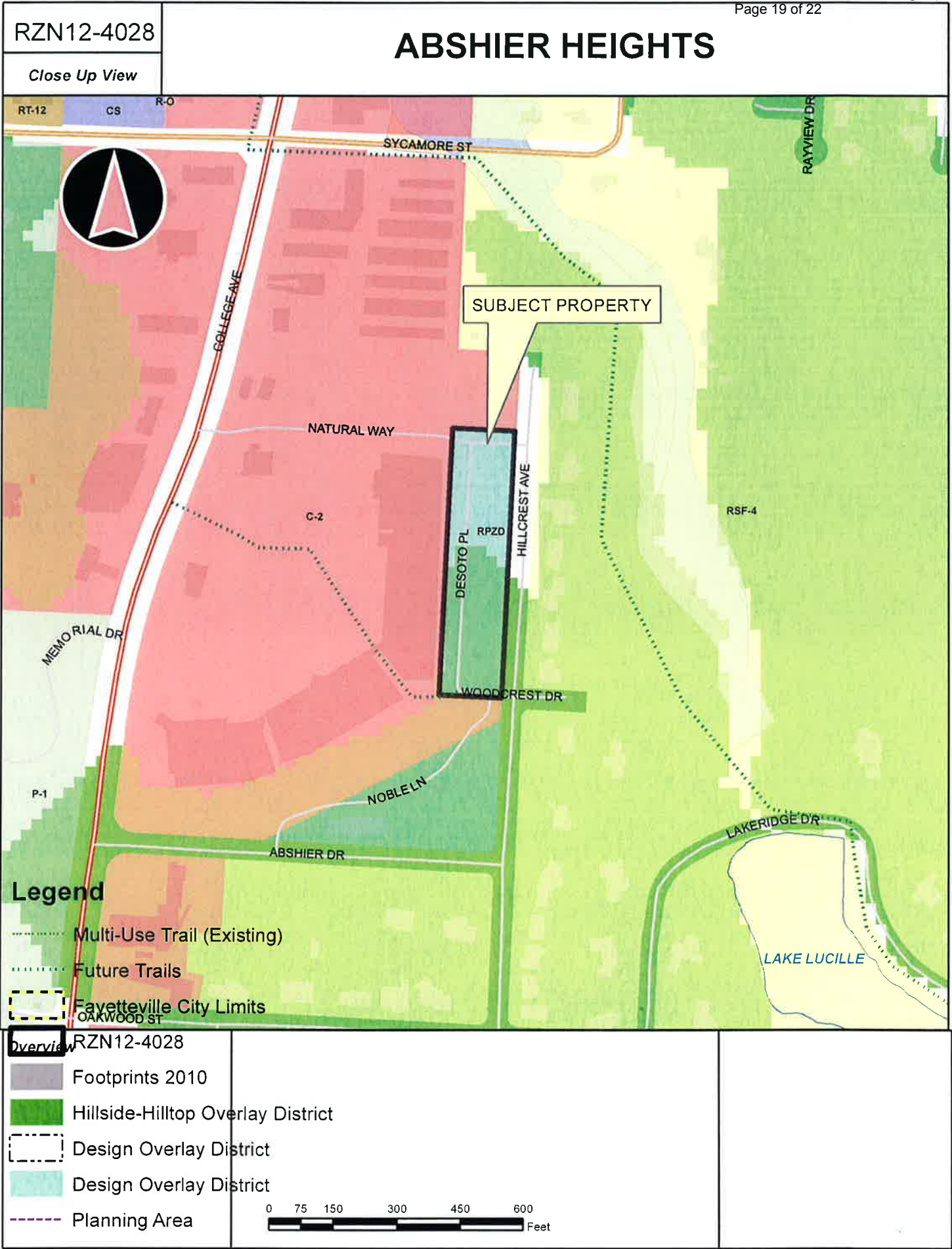
ABSHIER HEIGHTS

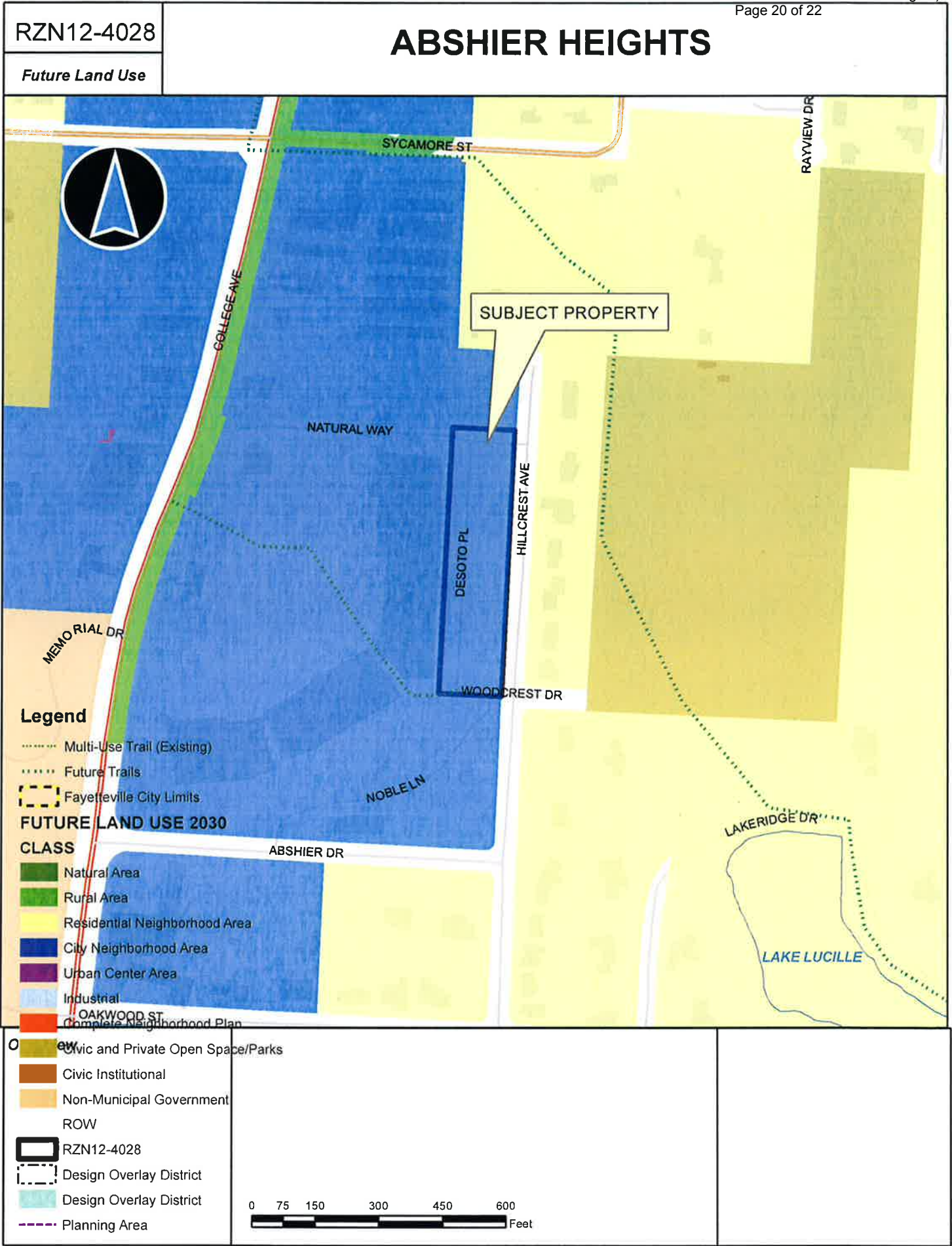
Cooper Architects

P.O. Box 1782, Fayetteville, AR 72702
P 479.575.0071 F 479.575.0074



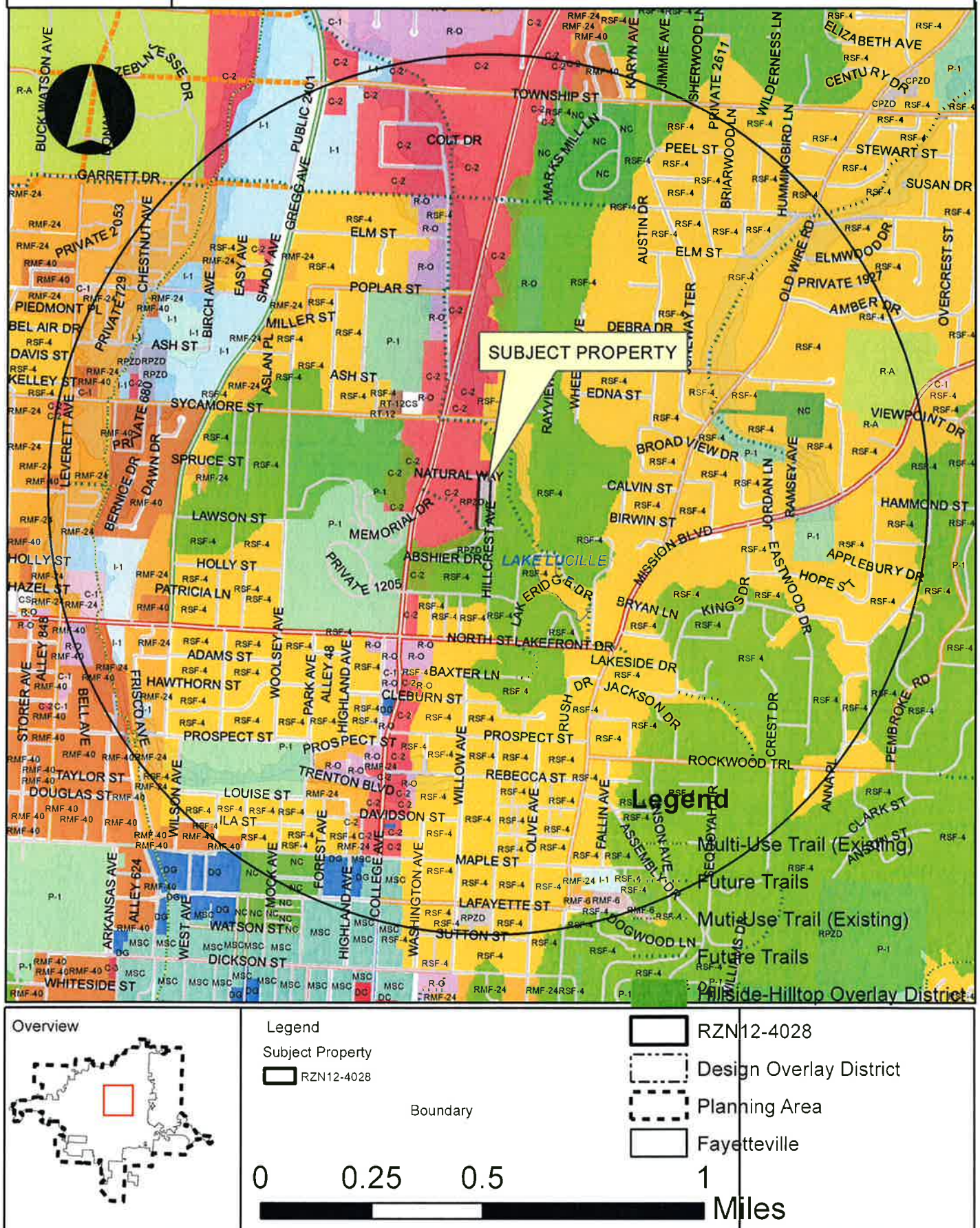






One Mile View

ABSHIER HEIGHTS



Lisa Branson - Abshiers Heights

From: "Bart Bauer" <bart.bauer@sbcglobal.net>
To: <lbranson@ci.fayetteville.ar.us>
Date: 3/14/2012 2:05 PM
Subject: Abshiers Heights

Dear Sondra

I have to go out of town and can not make the March 20th counsel meeting. Could you please move both items to the April 4th meeting? Thank you.

1. Rezone PZD to RSF-8
 2. Change from stone to brick.
- Bart Bauer 479-283-0153

City of Fayetteville Staff Review Form

B. 3
 ADM 12-4029 (Abshier Heights
 R-PZD Modification No. 4)
 Page 1 of 20

City Council Agenda Items
 and
 Contracts, Leases or Agreements

3/20/2012

City Council Meeting Date
 Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

ADM 12-4029: Administrative Item (Abshier Heights R-PZD Modification No. 4): Submitted by BART BAUER for the property located at the NORTHWEST CORNER OF ABSHIER DRIVE AND HILLCREST AVENUE. The request is to amend the approved R-PZD 06-1883 Abshier Heights to architecturally design one of the multi-family buildings with brick instead of stone on the rear of the building.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

Department Director

03-02-2012

Date

Previous Ordinance or Resolution #

City Attorney

3-5-12

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

3-5-2012

Date

Received in City 03-02-12 P04:53 RCVD
 Clerk's Office

Chief of Staff

3-6-12

Date

Mayor

3/6/12

Date

Received in
 Mayor's Office

Comments:

Let in first Reading at the 3/20/12 cmty.

Revised January 15, 2009



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: March 1, 2012

Subject: ADM 12-4029 (Abshier Heights R-PZD Modification No. 4)

RECOMMENDATION

Planning staff and the Planning Commission recommend approval of an ordinance amending the Abshier Heights Planned Zoning District to change the architectural design standards to require brick on the rear of the building facing Abshier Drive, instead of stone (see Exhibit "A" attached).

BACKGROUND

On April 4, 2006 the City Council granted approval of R-PZD 06-1883 Abshier Heights on 4.11 acres of land with frontage on Abshier Drive and Hillcrest Avenue, with a maximum of 24 dwellings units in six buildings, at a density of 5.8 dwelling units per acre. All work interior to the site, the street improvements adjacent to the property, and a multi-family building at 269-299 E. Noble Lane has been completed. Ordinance No. 4850 established the Abshier Heights R-PZD zoning. Section 5 of this ordinance referred to a list of requirements for the project. One of these requirements was that the rear facade of the buildings facing Abshier Drive and Hillcrest Avenue would include partial stone facades. The applicant is in the process of finalizing construction plans for the multi-family building at 307-337 E. Noble Lane. The applicant requests a change in the PZD approval to use brick on the side of this new building facing Abshier Drive and Hillcrest Avenue, instead of stone.

DISCUSSION

On February 29, 2012 the Planning Commission voted 7-0-0 to forward this request to the City Council with a recommendation for approval. The applicant has been in personal communication with many of the neighbors with contact information provided by City staff. Staff has received inquiries by some of the neighbors about this current proposal and did not receive any objections to allowing brick instead of stone on the rear of the buildings.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 06-1883, ABSHIER HEIGHTS, LOCATED AT THE NORTHWEST CORNER OF ABSHIER DRIVE AND HILLCREST AVENUE, CONTAINING APPROXIMATELY 4.11 ACRES, TO REFLECT REVISED ARCHITECTURAL STANDARDS AS DESCRIBED AND DEPICTED HEREIN.

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

Section 1: That R-PZD 06-1883 (Abshier Heights) as passed and approved by the City Council on April 4, 2006 with Ordinance No. 4850 is hereby amended to revise the architectural design of the buildings as follows:

The requirement for stone on the rear elevations of the development facing Hillcrest Avenue and Abshier Drive shall be replaced with a requirement for brick.

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



PC Meeting of February 27, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Planning Commission Members
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~February 17, 2012~~ Updated March 1, 2012

ADM 12-4029: Administrative Item (Abshier Heights R-PZD Modification No. 4): Submitted by BART BAUER for the property located at the NORTHWEST CORNER OF ABSHIER DRIVE AND HILLCREST AVENUE. The request is to amend the approved R-PZD 06-1883 Abshier Heights to architecturally design one of the multi-family buildings with brick instead of stone on the rear of the building.
Planner: Andrew Garner

BACKGROUND

Property Description: On April 4, 2006 the City Council granted approval of R-PZD 06-1883 Abshier Heights on 4.11 acres of land with frontage on Abshier Drive and Hillcrest Avenue, with a maximum of 24 dwellings units in six buildings, at a density of 5.8 dwelling units per acre. All work interior to the site, the street improvements adjacent to the property, and a multi-family building at 269-299 E. Noble Lane has been completed.

Architectural Requirement: Ordinance No. 4850 established the Abshier Heights R-PZD zoning. Section 5 of this ordinance referred to a list of requirements for the project. One of these requirements was that the rear facade of the buildings facing Abshier Drive and Hillcrest Avenue would include partial stone facades.

Proposal: The applicant is in the process of finalizing construction plans for the multi-family building at 307-337 E. Noble Lane. The applicant requests a change in the PZD approval to use brick on the side of this new building facing Abshier Drive and Hillcrest Avenue, instead of stone.

Public Comment: The applicant has been in personal communication with many of the neighbors with contact information provided by City staff. Staff has received inquiries by some of the neighbors about this current proposal and did not receive any objections. The applicant has also agreed to notify the adjacent property owners in writing of the City Council meeting date for this administrative request.

RECOMMENDATION

Staff recommends in favor of the applicant's request to use brick instead of stone on the rear of the building. Staff agrees with the applicant's rationale that the stone seems architecturally out of place with the design of the buildings. As indicated in the attached photos, because of the grade change, heavy foliage and patio screens on the rear of the buildings the stone (or brick) will be nearly impossible to see from the public right-of-way (Abshier Drive or Hillcrest Avenue)

Recommended Motion: Staff recommends forwarding **ADM 12-4029 Abshier Heights R-PZD Modification No. 4** to the City Council for approval.

Planning Commission Action: ☒ **Forwarded** ☐ **Denied**
Motion: Chesser
Second: Cook
Vote: 7-0-0
Meeting Date: February 27, 2012

ORDINANCE NO. 4850

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 06-1883, ABSHIER HEIGHTS, LOCATED SOUTH OF EVELYN HILLS SHOPPING CENTER ON ABSHIER AND HILLCREST, CONTAINING APPROXIMATELY 4.11 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From C-2, Thoroughfare Commercial, to R-PZD 06-1883 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan, development standards, and conditions of approval as submitted, determined appropriate and approved by the City Council.

Section 3: That this ordinance shall take effect and be in full force at such time as all of the requirements of the master development plan have been met.

Section 4: That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

Section 5: That the Master Development Plan is approved subject to the list of compromises agreed to by the neighbors, developer and architect shown on Exhibit "B" presented to and accepted by the City Council. The Master Development Plan is also subject to the Revised Site Plan attached as Exhibit "C".

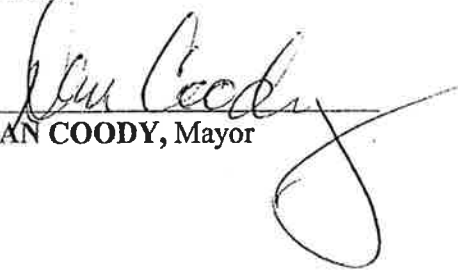


Page 2
Ord. 4850

PASSED and APPROVED this 4th day of April, 2006.

APPROVED:

By:


DAN COODY, Mayor

ATTEST:

By:

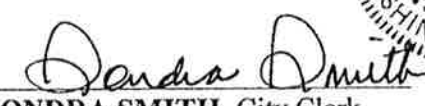

SONDRA SMITH, City Clerk



EXHIBIT "A"
R-PZD 06-1883

TRACT A:

PART OF THE NW ¼ OF THE NW ¼ OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE NW ¼ OF THE NW ¼, SAID POINT BEING A FOUND 1" PIPE; THENCE N87°12'10"W 352.90 FEET; THENCE N02°59'53"E 25.00 FEET TO THE POINT OF BEGINNING; THENCE N02°58'47"E 635.03 FEET TO A CHISLED "X"; THENCE S87°00'06"E 149.72 FEET TO A FOUND IRON PIN IN THE WEST RIGHT-OF-WAY LINE OF HILLCREST AVENUE; THENCE ALONG SAID RIGHT-OF-WAY S02°57'25"W 634.95 FEET TO A FOUND PK NAIL IN THE APPROXIMATE CENTER LINE OF WOODCREST DRIVE NOW VACATED BY THE CITY OF FAYETTEVILLE BY ORDINANCE #1205; THENCE ALONG SAID CENTERLINE N87°02'16"W 149.97 FEET TO THE POINT OF BEGINNING, CONTAINING 2.187 ACRES, MORE OR LESS, AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

TRACT B:

PART OF THE SW ¼ OF THE NW ¼ OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SW ¼ OF THE NW 1/4; THENCE N87°12'10"W 203.60 FEET; THENCE S02°58'05"W 30.14 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND IRON PIN IN THE WEST RIGHT OF WAY OF HILLCREST AVENUE; THENCE ALONG SAID RIGHT OF WAY S02°58'12"W 313.56 FEET TO A FOUND IRON PIN IN THE NORTH RIGHT-OF-WAY LINE OF ABSHIER DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE N86°36'30"W 537.42 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY N63°01'26"E 620.21 FEET TO THE POINT OF BEGINNING, CONTAINING 1.935 ACRES MORE OR LESS, AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

Remove the requirement for stone on the back of the development and replace it with a requirement for "...brick on the facade on the back of the development..."

EXHIBIT "B"
R-PZD 06-1883

WE AS NEIGHBORS, THE AFOREMENTIONED DEVELOPER AND ARCHITECT,
HAVE RESPECTFULLY AGREED UPON THE FOLLOWING COMPROMISES.

1. Modifications to architectural design of development to complete and complement existing neighborhood homes. Examples include planter boxes with stone facades; ~~the agreed upon stone facade on the back of the development (on the side of the town homes facing Hillcrest and Abshier) the architect will modify rear elevations of development to include partial stone facades on the back of the development (on the side of the town homes facing Hillcrest and Abshier) for approval of abovementioned neighborhood representatives;~~ house numbers re-styled and moved to the lower portion of the front of the house near planter boxes; changes in paint palette in the natural earth tones; enlarged window shapes and styles in the latest drawings presented to the neighborhood – all to create a more natural, "softer" feel in line with the traditional character of the existing neighborhood.

2. Reduction in the number of units to 24.

3. Speed bumps to be built/installed on Hillcrest, Abshier, Lakeridge and Oakwood by Developer and City with 50/50 cost share with up to four speed tables.

4. A permanent, WRITTEN plan for maintaining the park and greenspace throughout the development included in the homeowner's association agreements and/or covenants for those who purchase the town homes. The association agreements or covenants must be worked out in consultation with the above-mentioned neighborhood representatives throughout the process and approval. Additionally, new neighbors in the development must be aware that Lake Lucille and surrounding property is a private entity and is not available for their use for swimming, fishing, picnicking, etc. (only accessible by property owners in Lake Lucille/Clay Yoe subdivision).

5. Additional trees and shrubs are to be planted along Hillcrest and Abshier to fill in gaps and ensure that the tree buffer is maintained and expanded. Trees and shrubs are needed to fill in both high and low gaps and present an attractive, natural appearance to neighbors in the development and across Hillcrest and Abshier.

6. Core and soil sample testing will be conducted due to grade and incline, instability of land because of natural springs and previous construction difficulty in area with USA Drug.

7. We respectfully request that City Planning division allow that no bridges or steps leading from the town homes to Abshier or Hillcrest will be constructed. This would only encourage street parking and exacerbate traffic problems. The only steps in the development that are agreeable to the neighbors are those from the pocket park/viewing area to the parking area for the E. Fay Jones' home as designated on plans.

8. Trees and/or shrubbery will be planted at the back of the development to screen the development's residents from the shopping center. These also should include plantings to fill in high and low gaps and present an attractive, natural appearance consistent with a high quality development.

9. No parking signs to be installed along Hillcrest & Abshier on the development side, with no parking allowed on either side of these two streets.

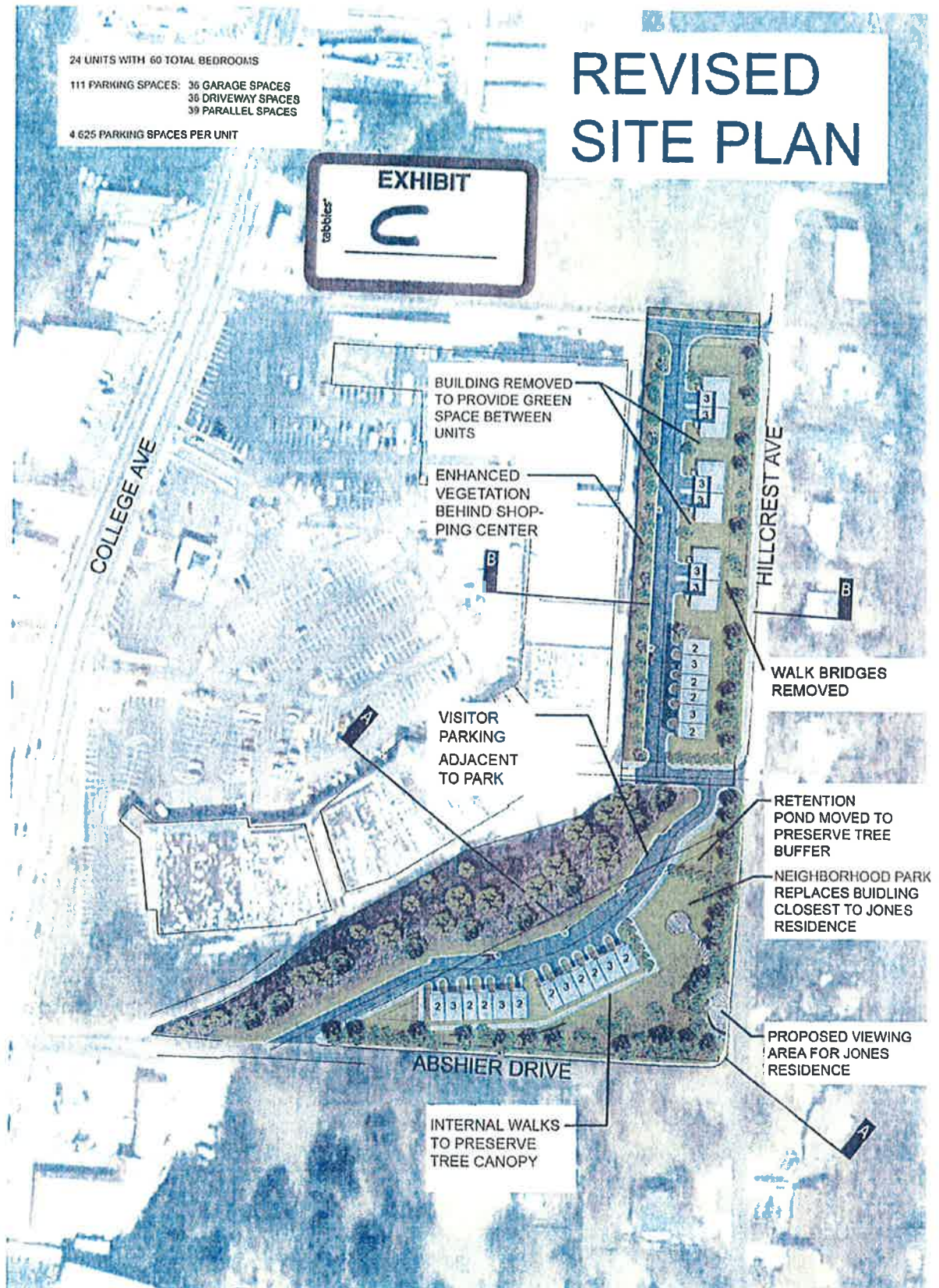
10. Landscape design, and any newly planted trees and shrubbery will, as closely as possible, be in accordance with E. Fay Jones' written/drawn design plans for the property from the U. of A. Mullens Library, Special Collections (neighbors have this document) (i.e. species of trees, placement, etc.).

11. Above-mentioned neighborhood representatives will see sample/rendering of mailbox design and of the sign for the development and provide input for approval, prior to installation.

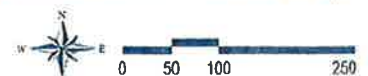
12. Construction will be limited to daylight hours only.

13. We respectfully request that if this development, PZD 06-1883, Abshier Heights, is not executed, that the City require that this property revert back to RSF-4 (R-1), not its current zoning of record, C-2.

14. All agreed upon compromises will be put in writing and officially recorded as amendments to PZD 06-1883 and presented at the meeting of the Fayetteville City Council, Tuesday, April 4, 2006. All compromises throughout this document are legally binding on the developer and must be carried out.



SITE PLAN WITH BEDROOM COUNT



Bart Bauer

Memo

To: City of Fayetteville - Planning Commission
From: Bart Bauer
Date: January 16, 2012
Re: 307 – 337 E. Noble Lane – Administrative Item
Change Building Material From Stone to Brick in PZD

This parcel is currently under contract for purchase from the Bank of Fayetteville for the exclusive use of Bart Bauer, and/or his assigns.

The proposed building currently approved in this PZD calls for a small amount of stone on the side and rear of the building. I am requesting that the Planning Commission allow me to replace the stone with brick. I feel this will not affect the aesthetics or value of the site in any way. In fact, because of the back patio screens on the building, the stone seems to be architecturally out of place.

Even if the stone were to add some kind of value to the site, between the grade change, heavy foliage and patio screens, the stone is nearly impossible to see from E. Abshier Drive where those sides of the building face.

Photo Date: February 17, 2012
View traveling east on Abshier Drive

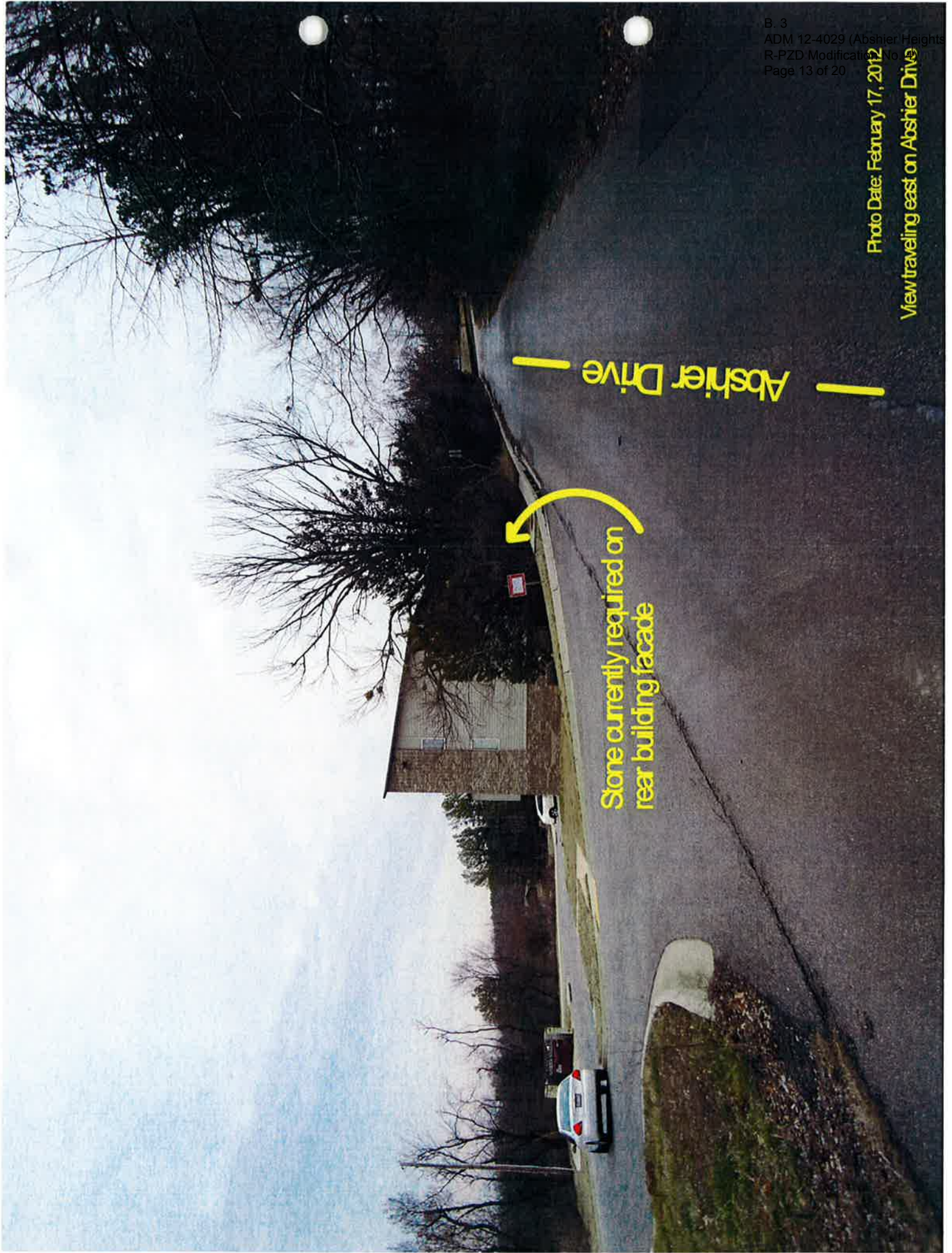


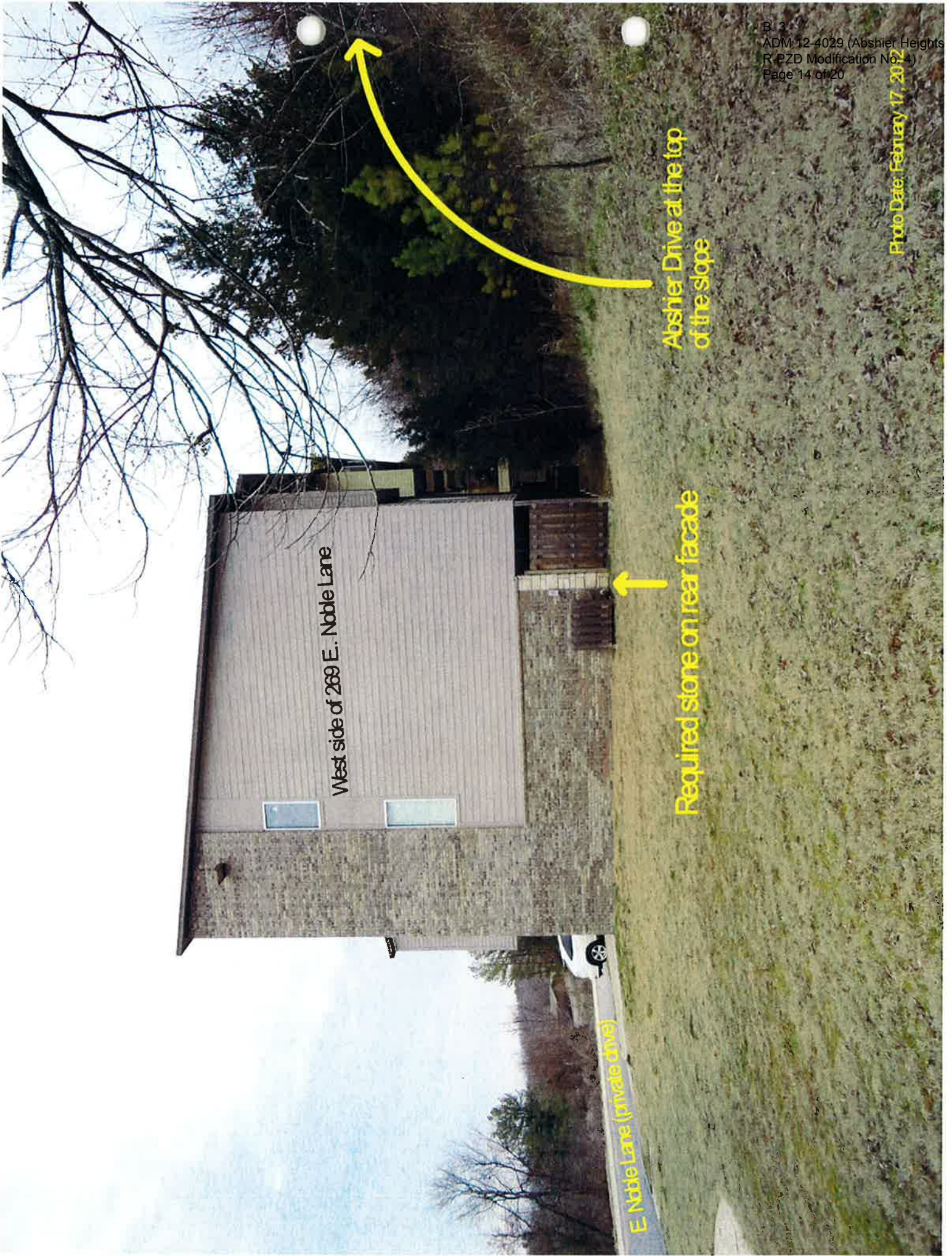
Photo Date: February 17, 2012

West side of 269 E. Noble Lane

Abshier Drive at the top
of the slope

Required stone on rear facade

E Noble Lane (private drive)



South side of 269-299 E Noble Drive

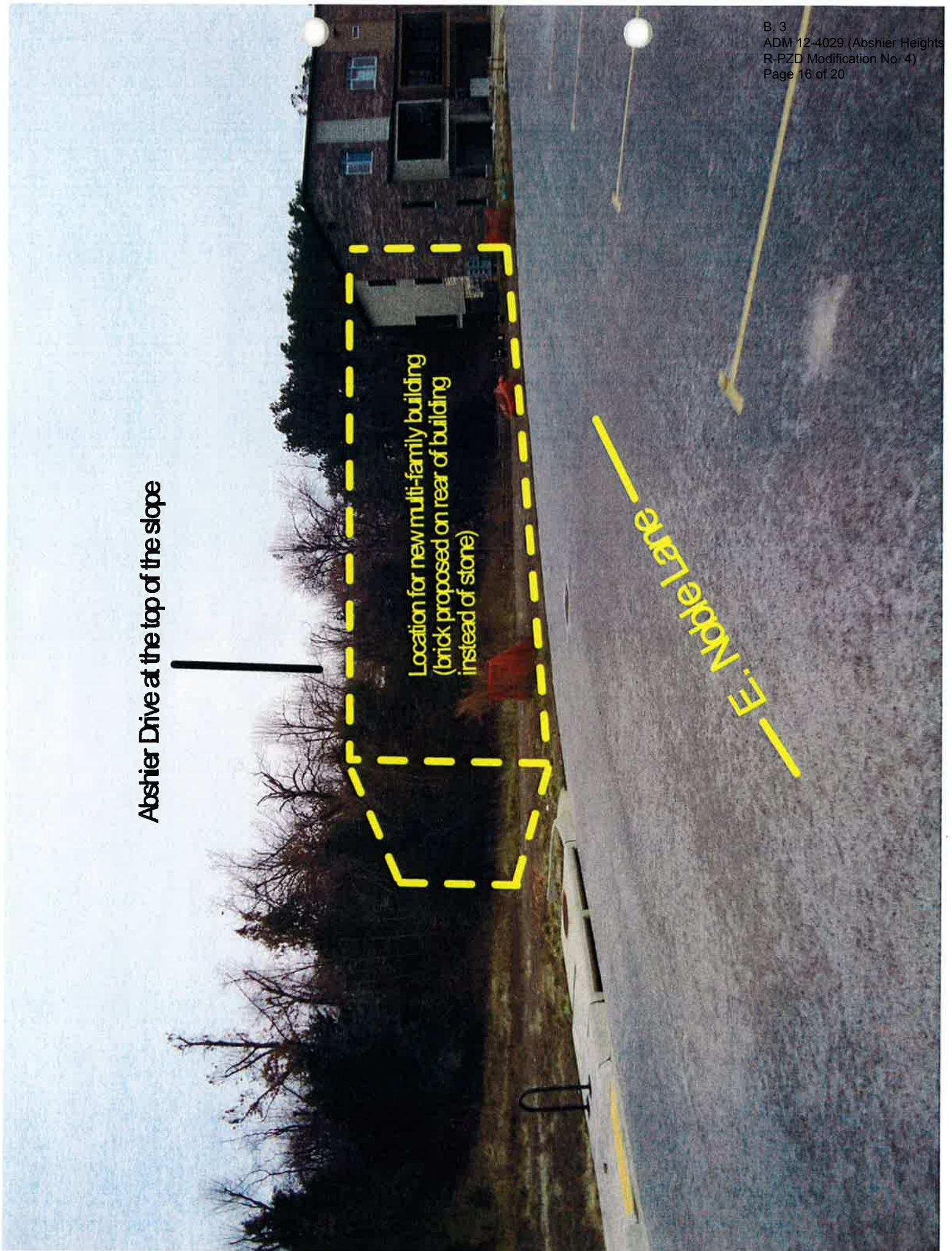
Stone required on lower portion of south elevation
(not visible from Abshier Drive)

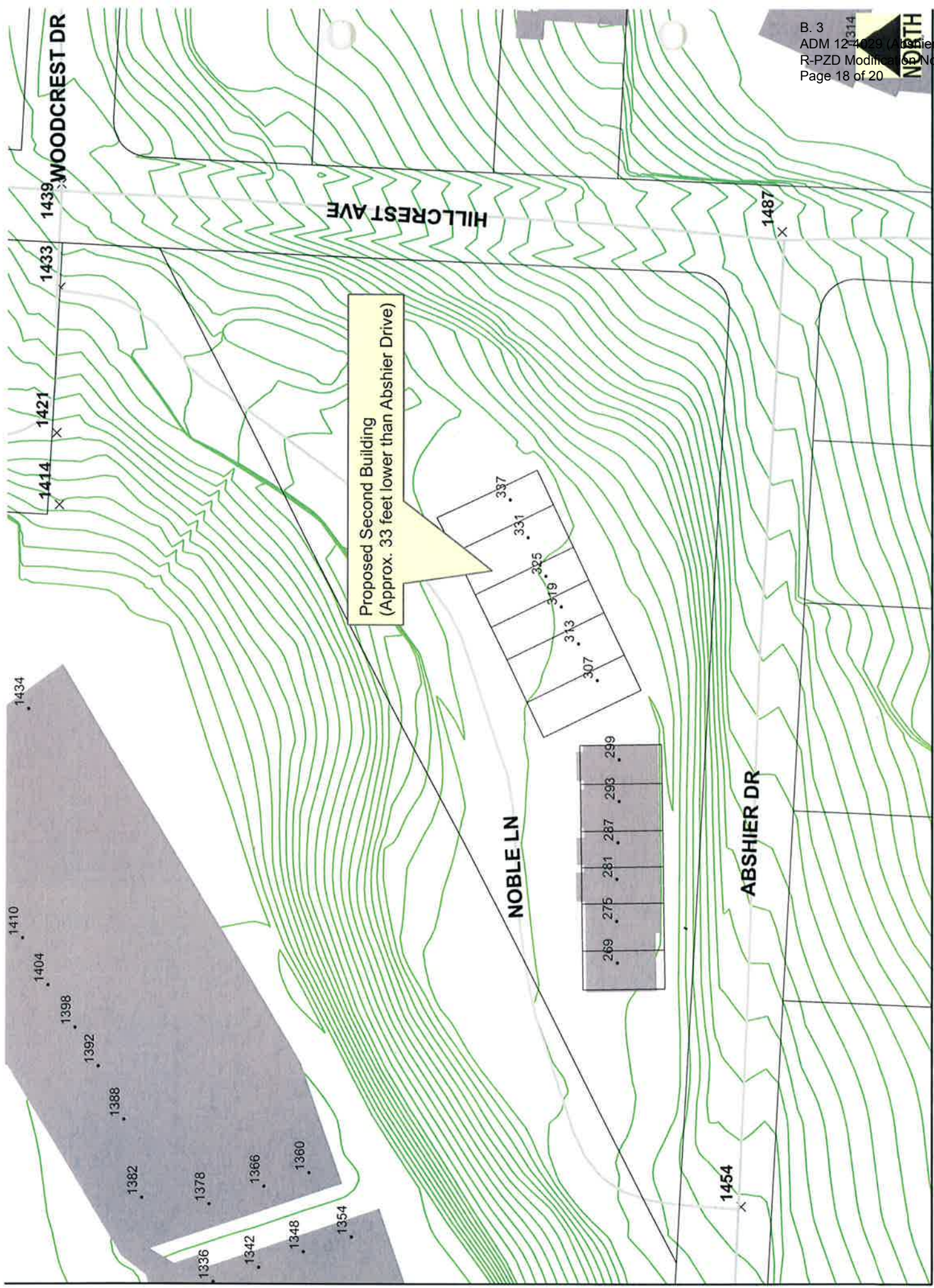
Abshier Drive

Abshier Drive at the top of the slope

Location for new multi-family building
(brick proposed on rear of building
instead of stone)

E. Noble Lane

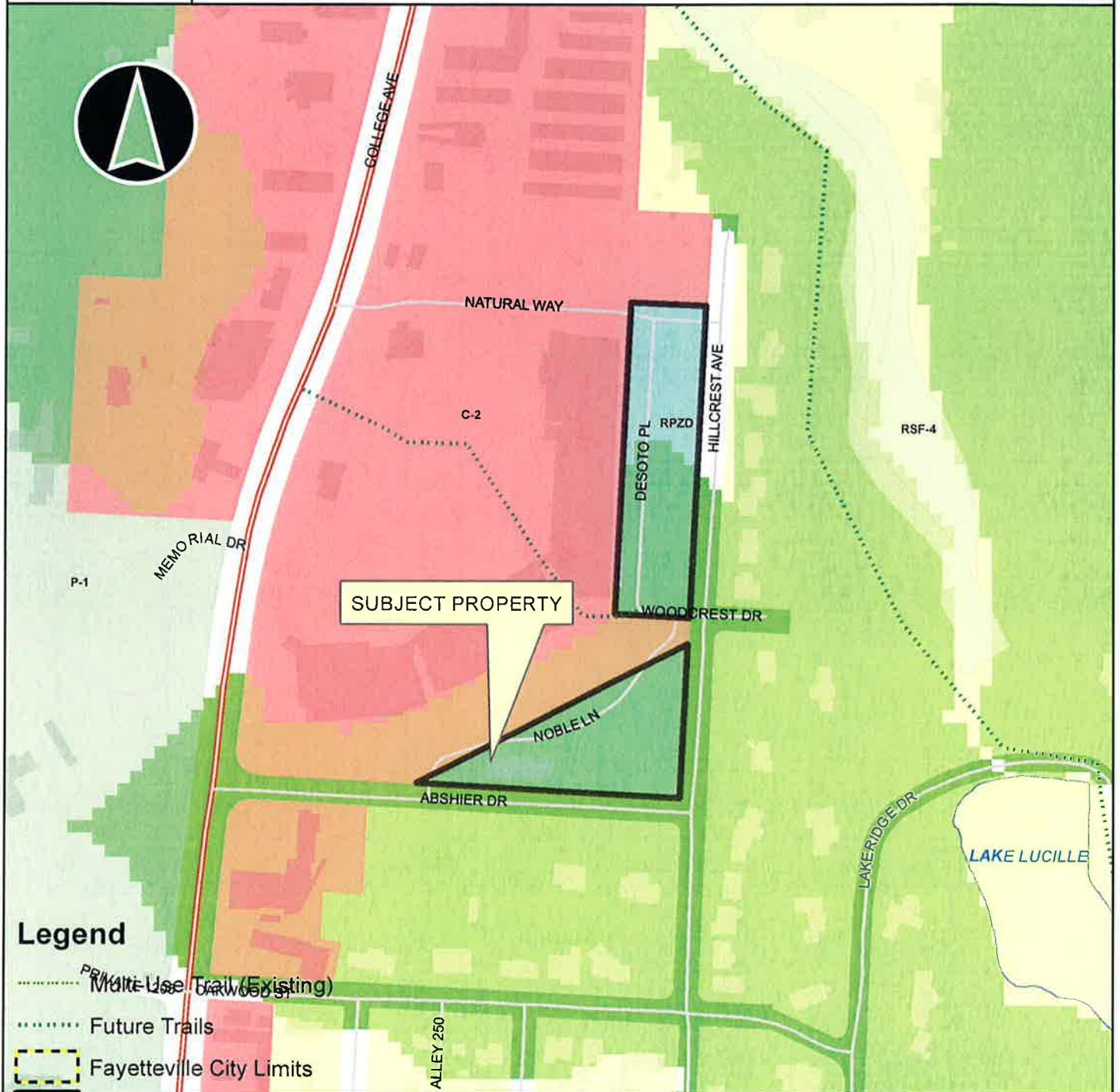




ADM12-4029

ABSHIER HEIGHTS

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview ADM12-4029

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



Lisa Branson - Abshiers Heights

From: "Bart Bauer" <bart.bauer@sbcglobal.net>
To: <lbranson@ci.fayetteville.ar.us>
Date: 3/14/2012 2:05 PM
Subject: Abshiers Heights

Dear Sondra

I have to go out of town and can not make the March 20th counsel meeting. Could you please move both items to the April 4th meeting? Thank you.

1. Rezone PZD to RSF-8
2. Change from stone to brick.

Bart Bauer 479-283-0153

City of Fayetteville Staff Review Form

C. 1
Regional Urban Stormwater
Education Program
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

4/3/2012

City Council Meeting Date
Agenda Items Only

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Approval of an ordinance waiving competitive bidding and approval of a one-year contract in the amount of \$45,969.00 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

\$ 45,969.00

Cost of this request

\$ 600,287.68

Category / Project Budget

Stormwater Quality Mgmt/Nutrient Reduct

Program Category / Project Name

4470.9470.5817.00

Account Number

\$ 425,298.27

Funds Used to Date

Bridge & Drainage Improvements

Program / Project Category Name

02097

Project Number

\$ 174,989.41

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

03-15-2012
Date

Previous Ordinance or Resolution #

City Attorney

3-16-12
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

3-17-2012
DateReceived in City
Clerk's Office

03-15-12 P04:31 RCVD

Chief of Staff

3-19-12
DateReceived in
Mayor's Office

Mayor

3/20/12
Date

ENTERED
3/16/12

Comments:



www.accessfayetteville.org

C. 1
Regional Urban Stormwater
Education Program

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 *JP*
Chris Brown, City Engineer *CB*

From: Sarah Wrede, Staff Engineer *SMW*

Date: March 15, 2012

Subject: Approval of an ordinance waiving competitive bidding and approval of a one-year contract in the amount of \$45,969.00 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

PROPOSAL: Since 2003, the cities of Bentonville, Bethel Heights, Elkins, Elm Springs, Farmington, Fayetteville, Greenland, Johnson, Little Flock, Lowell, Springdale and Rogers along with Benton and Washington Counties and the University of Arkansas have been operating under EPA's federally mandated Phase II Stormwater regulations as Municipal Separate Storm Sewer Systems (MS4s). While these jurisdictions obtained separate NPDES permits, they jointly contracted with Cooperative Extension Service (CES) through the NWA Regional Planning Commission as a successful and cost-effective means of implementing the following minimum control measures required in their Phase II permits:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 6) Pollution Prevention and Good Housekeeping (training for municipal employees)

Positive feedback from ADEQ and participating MS4s has led to the CES and the NWARPC partnering for an additional urban stormwater education program in support of the MS4s' new 2009-2013 stormwater management permits. This contract is for participation in a 1-Year Regional Stormwater Education and Coordination Program. Katie Teague will provide a summary of accomplishments for 2011 and plans for 2012 at the agenda session meeting on March 27th.

RECOMMENDATION: Staff recommends approval of an ordinance to waive the requirements of competitive bidding and to authorize the Mayor to execute a Memorandum of Understanding with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service.

BUDGET IMPACT: Currently, there is \$174,989.41 in the Stormwater Quality Mgmt/Nutrient Reduct account that has been designated for use to fund projects that improve stormwater quality in the City of Fayetteville. This project will be paid for from these funds.

ATTACHMENTS

Memorandum of Understanding
Urban Stormwater Education Program 2010-2014 Summary
Cost Allocation Summary

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

Stormwater
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

Vendor # 8810 Vendor Name: NWA Regional Planning

Address: 1393 Page 1

City: State: Zip Code: 3062

Requester: Tandi Taylor

Item Description Quantity Unit of Issue Unit Cost Extended Cost Account Numbers

1 NWA Stormwater Education Program 2012 1 \$45,969.00 4470.9470.5817

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:

Subtotal: \$45,969.00

Tax: \$45,969.00

Total: \$45,969.00

Approvals:

Mayor: Department Director:

Finance & Internal Services Director: Budget Manager:

Dispatch Manager: Utilities Manager:

Other:

Purchasing Manager:

IT Manager:

Revised 1/2/2008

Requisition No.:

Date:

P.O. Number:

3/15/2012

Expected Delivery Date:

Mail Yes: No:

Quoted Attached

No:

Taxable Yes: No:

Yes:

No:

Division Head Approval:

Extension: 206

Project/Subproject # 02097

Inventory #

Fixed Asset #

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE MS4 JURISDICTIONS AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$45,969.00 FOR THE REGIONAL URBAN STORMWATER EDUCATION PROGRAM TO BE PROVIDED BY THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE TO SATISFY PORTIONS OF THE NPDES PHASE II STORMWATER PERMIT REQUIREMENTS

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for Stormwater Education and Outreach as part of its Stormwater Phase II permit requirements; and

WHEREAS, the University of Arkansas Cooperative Extension Service can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas, the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$45,969.00 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**MEMORANDUM OF UNDERSTANDING FOR THE
MS4 JURISDICTIONS OF NORTHWEST
ARKANSAS AND THE NORTHWEST ARKANSAS
REGIONAL PLANNING COMMISSION**

WHEREAS, twelve cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

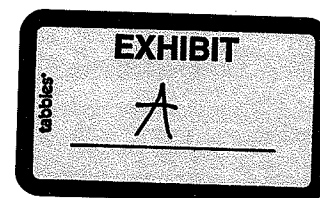
WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, has established February 1, 2009 as the latest date for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and



WHEREAS, the ADEQ has subsequently endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

**NOW, THEREFORE BE IT RESOLVED THAT WE,
THE UNDERSIGNED MS4 JURISDICTION, AGREE AS
FOLLOWS:**

SECTION 1. To participate in a 1 Year Regional Stormwater Education and Coordination Program (January 1, 2012 through December 31, 2012) based on the Urbanized Area population of the MS4s in the 2000 US Census, to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, it being understood that said services to be provided shall satisfy requirements for the federally mandated minimum control measures identified above. Commitments for participation in said program in future years will require City Council approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION 3. That all funds received by NWARPC from MS4s for this specific project shall be utilized in their entirety for services in connection with the 1 Year Regional Stormwater Education and Coordination Program, and shall be accounted for separately from all other Commission funds.

Dated this _____ day of _____, 2011.

_____ MS4 Jurisdiction

Jeff Hawkins NWARPC

Urban Stormwater Education Program 2010-2014

University of Arkansas Division of Agriculture Cooperative Extension Service

Introduction

As the public education branch of the University of Arkansas Division of Agriculture, the mission of the Cooperative Extension Service (CES) is to provide research-based information through non-formal education to help Arkansans improve their economic well-being and the quality of their lives. Since 2004, the City of Fayetteville has jointly contracted with CES through the Northwest Arkansas Regional Planning Commission as a successful and cost-effective means of implementing the following minimum control measures required in our Phase II permits:

- #1) Public Education and Outreach
- #2) Public Involvement and Participation
- #6) Pollution Prevention and Good Housekeeping – municipal employee training component

Program Planning and Evaluation

The City of Fayetteville participates in monthly meetings of the NWA Stormwater Compliance Group and has representation on the NWA Regional Stormwater Education Steering Committee. We also have representation on the Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater issues and target audiences and program methods and public relations strategies.

BMPs and Measurable Goals

Minimum Control Measure #1 - Public Outreach and Education

Develop and distribute electronic and printed educational materials

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of electronic and printed educational materials. Once topics have been identified, fact sheets, podcasts, e-learning modules, website content, newsletters, press releases, and PSAs will be developed, adapted, and/or gathered for distribution at public meetings, in support of presentations, and with educational displays. Stormwater management and pollution prevention messages will be provided to participating MS4s for inclusion in municipal utility bill mailings to their residents.

Create displays and staff educational booths

Displays highlighting the annual topics of emphasis will be created and set up/staffed at libraries, banks, schools, local festivals, county fairs, etc.

Conduct hand-on youth stormwater/water quality education programs

Educational programs for school youth will focus on the water cycle, watersheds, stormwater dynamics, water quality and pollution prevention using the EnviroScape surface runoff model, groundwater simulator, hands-on exercises from Project WET, Project WILD, and Project Learning Tree and creekside classrooms. Programs conducted will support the Arkansas State Frameworks required curriculum.

Conduct stormwater programs for adult audiences

Educational presentations will be given to illustrate stormwater dynamics, identify potential pollutants and pathways, describe techniques to reduce stormwater pollution and encourage voluntary BMP implementation according to the annual topic/audience emphases outlined in the SWMP.

Measureable Goals:

A minimum of 20 electronic and printed educational materials will be developed
The # of educational materials distributed will be documented
Stormwater displays will be created and used at a minimum of 5 events/locales
At least 20 stormwater education programs will be conducted for youth audiences
At least 10 stormwater education programs will be conducted for adult audiences

Performance Standard:

Urban stormwater outreach/education programs will reach at least 26,220 residents (50% of the urbanized area population).

Minimum Control Measure #2 - Public Participation and Involvement

Train and Utilize Volunteer Educators

“Train-the-trainer” processes will be used to engage public volunteers and educators in teaching stormwater and pollution prevention (e.g. Benton and Washington County Master Gardeners, Master Naturalists, LakeSmart Leaders, etc.)

Conduct Public Participation/Involvement Events

Citizen and youth groups will participate in public involvement events (litter pick up, establishing demonstration rain gardens, planting riparian vegetation, stenciling storm drain inlets, etc.).

Engage Residents in Stormwater Policy Development

Information will be included through multiple outlets (website, newsletters, press releases, etc.) to encourage public input/involvement as MS4 stormwater management policy evolves.

Measureable Goals:

At least 5 train-the-trainer programs will be conducted.
At least 3 public participation events will be coordinated.

Performance Standard:

At least 5 public participation and involvement activities will be conducted.

Minimum Control Measure #6 – MS4 Employee Training

Train MS4 employees

MS4 employees will be equipped with a knowledge and understanding of how to reduce the potential impact of their municipal operations activities on stormwater quality.

Measureable Goal:

A minimum of 10 training programs will be conducted for MS4 employees.

Performance Standard:

Training will be conducted for eligible employees annually.

**Cost Allocation* of U of A Cooperative Extension Service Stormwater Regional Stormwater Education Program
and NWA Regional Planning Commission Stormwater Coordination for NWA MS4 Jurisdictions
based on the Urbanized Area Population of the 15 NWA MS4 Jurisdictions in the 2000 US Census**

Jurisdiction	County	Population In Urbanized Area by Jurisdiction	Percent Urbanized Area Population	Total
Bentonville	B	18,597	10.77%	\$16,296
Bethel Heights	B	650	0.38%	\$575
Elkins	W	722	0.42%	\$635
Elm Springs	W	34	0.02%	\$30
Farmington	W	3,271	1.89%	\$2,860
Fayetteville	W	52,439	30.38%	\$45,969
Greenland	W	552	0.32%	\$484
Johnson	W	1,908	1.11%	\$1,680
Little Flock	B	1,743	1.01%	\$1,528
Lowell	B	4,631	2.68%	\$4,055
Rogers	B	35,913	20.80%	\$31,473
Springdale	W	44,397	25.72%	\$38,918
University of Arkansas	W	3,694	2.14%	\$3,238
Benton County	W	1,889	1.09%	\$1,649
Washington County	W	2,190	1.27%	\$1,922
<i>Total</i>		172,630	100.00%	\$151,312

Note: Budget year runs from January 1 through December 31 of each calendar year
 * These dollar breakouts assume all jurisdictions participate.

City of Fayetteville Staff Review Form

C. 2
RZN 12-4042 (1700 Old Wire
Road/Cooper and Williams)
Page 1 of 24

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

4/3/2012

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

RZN 12-4042: Rezone (1700 OLD WIRE ROAD/COOPER AND WILLIAMS, 369): Submitted by Tim Cooper and Jackson Williams for property located at 1700 OLD WIRE ROAD. The property is zoned RSF-4, Residential Single Family, 4 units per acre and contains approximately 4.90 acres. The request is to rezone the subject property to NC, Neighborhood Conservation, subject to a Bill of Assurance.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

☐

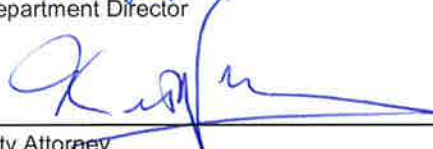
Budget Adjustment Attached

☐

Department Director

 03-14-2012
Date

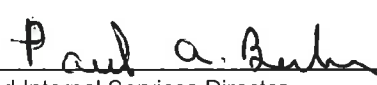
Previous Ordinance or Resolution #


City Attorney

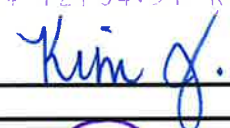
 3-14-12
Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

 3-15-2012
Date

 Received in City Clerk's Office
03-14-12 P04:51 RCVD


Chief of Staff

 3-16-12
Date

 Received in
Mayor's Office


Mayor

 3/17/12
Date


Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Andrew Garner, Senior Planner

Date: March 13, 2012

Subject: RZN 12-4042 (1700 Old Wire Road/Cooper and Williams)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to rezone the subject property from RSF-4, Residential Single-family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance.

BACKGROUND

The property is zoned Residential Single-Family Four Units Per Acre (RSF-4), and contains 4.9 acres located at 1700 Old Wire. The site is an undeveloped pasture with access off of Old Wire Road and secondary access off of a long driveway to Old Wire Road that provides access to the adjacent property to the north. The western portion of the property adjacent to Old Wire Road is located within the floodplain of Niokaska Creek.

On December 20, 2011 the City Council approved RZN 11-3960 (Cooper and Williams) to rezone approximately 8.60 acres to NC, Neighborhood Conservation, subject to a Bill of Assurance. This 8.60-acre site is immediately adjacent to the east and north of the subject property.

The applicant has submitted an application to rezone the site, approximately 4.9 acres, from RSF-4 to NC, Neighborhood Conservation. The applicant has stated that the intent is to develop the property for smaller single family lots than permitted by the underlying RSF-4 zoning. The applicant has offered a Bill of Assurance that would limit the use to 20 single family residences, multi-family or duplex units will not be allowed.

DISCUSSION

On March 12, 2012 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 5-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4042, FOR APPROXIMATELY 4.90 ACRES, LOCATED AT 1700 OLD WIRE ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION, SUBJECT TO A BILL OF ASSURANCE.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Section 3: That this property is subject to a Bill of Assurance offered by the property owner and runs with the land, which limits the use of the property to exclude duplexes and multi-family dwellings and the number of single family lots to 20 as shown in Exhibit "C" attached hereto and made a part thereof.

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

C. 2
RZN 12-4042 (1700 Old Wire
Road/Cooper and Williams)
Page 4 of 24

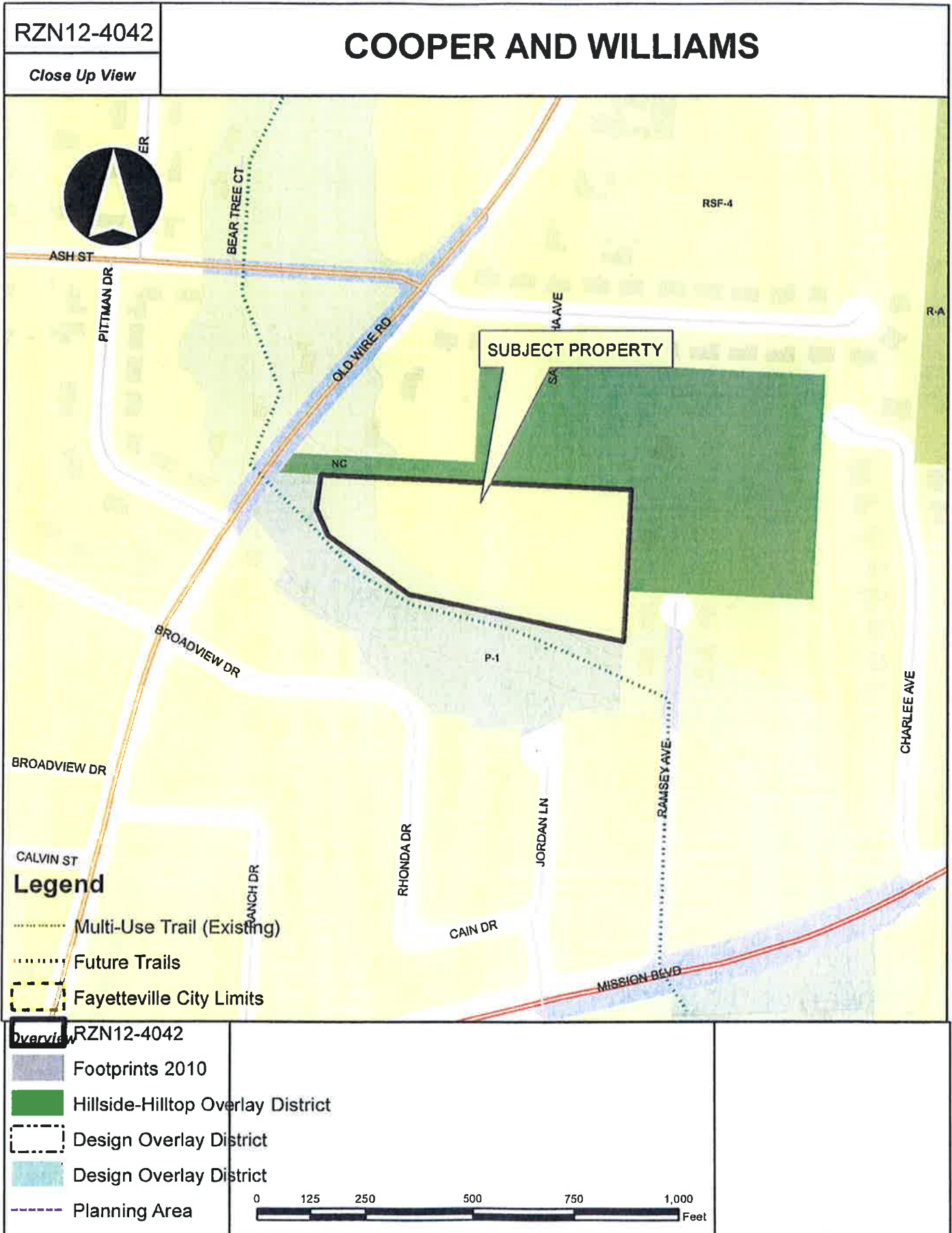


EXHIBIT "B"
RZN 12-4042

A PART OF THE S ½ OF THE SE ¼ OF SECTION 3, AND A PART OF THE N ½ OF THE NE ¼ OF SECTION 10, ALL LOCATED IN T-16-N, R-30-W, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS COMMENCING AT A STONE MARKING THE SOUTH-QUARTER CORNER OF SAID SECTION 3, AND CONTINUING THENCE ALONG THE COMMON BOUNDARY OF SAID SECTION 3 AND 10, S 86°33'51" E 953.19 FEET TO A POINT IN THE CENTERLINE OF OLD WIRE ROAD, AND CONTINUING ALONG CENTERLINE OF SAID ROAD N 32°38' 46" E 159.08 FEET AND N 34° 35' 57" E 118.87 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD, AND THENCE LEAVING SAID ROAD S 87°20' 06" E 136.15 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL OF LAND, SAID POINT BEING AN IRON PIN AND THE POINT-OF-BEGINNING;

THENCE S 87°20'06" E 743.48 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND, S 02°52'43" W 242.08 FEET TO THE NORTHWEST CORNER OF RAMSEY ADDITION; THENCE ALONG THE WEST BOUNDARY OF SAID RAMSEY ADDITION S 03°17'30" W 123.51 FEET TO THE NORTHEAST CORNER OF CITY PARK DEDICATION AREA DESCRIBED ON THE FINAL PLAT OF HIDDEN LAKE ESTATES: THENCE ALONG THE NORTHERN BOUNDARY OF SAID CITY PARK DEDICATION AREA N 77°48'42" W 534.94 FEET, N 52°39'31" W 232.71 FEET, N 22°27'14" W 70.26 FEET AND N 07°58'58" E 81.41 FEET TO THE POINT-OF-BEGINNING, CONTAINING 4.90 ACRES, MORE OR LESS.

Exhibit "C" RZN 12-4042 page 1 of 2

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") W-Bar Investments, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to Single Family Detached units. Multi Family and or Duplex units will not be allowed.
2. Other restrictions including number and type of structures upon the property are limited to a maximum of 20 single family lots with no more than two stories.
3. Specific activities will not be allowed upon petitioner's property include the development and or construction of Multi Family and or Duplexes.
4. (Any other terms or conditions) None.
5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

Exhibit "C"
RZN 12-4042
page 2 of 2

C. 2
RZN 12-4042 (1700 Old Wire
Road/Cooper and Williams)
Page 7 of 24

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Jackson Williams, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

3 - 12 - 12
Date

Jackson Williams
Printed Name

P.O. Box 366
Address
Fayetteville, AR
72702

[Signature]
Signature

NOTARY OATH

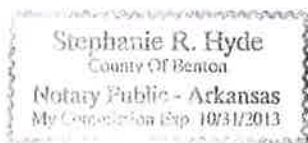
STATE OF ARKANSAS }
 }
COUNTY OF Benton } .ss
~~WASHINGTON~~ }

And now on this the 12th day of March, 2012, appeared before me, Stephanie R. Hyde, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Stephanie R. Hyde
NOTARY PUBLIC

My Commission Expires:

10-31-2013





PC Meeting of March 12, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~March 5, 2012~~ Updated March 14, 2012

RZN 12-4042: Rezone (1700 OLD WIRE ROAD/COOPER AND WILLIAMS, 369): Submitted by TIM COOPER AND JACKSON WILLIAMS for property located at the 1700 OLD WIRE ROAD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE and contains approximately 4.90 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION. Planner: Andrew Garner

BACKGROUND:

Property Description: The property is zoned Residential Single-Family Four Units Per Acre (RSF-4), and contains 4.9 acres located at 1700 Old Wire. The site is an undeveloped pasture with access off of Old Wire Road and secondary access off of a long driveway to Old Wire Road that provides access to the adjacent property to the north. The surrounding zoning and land use is depicted in *Table 1*. The western portion of the property adjacent to Old Wire Road is located within the floodplain of Niokaska Creek.

Background: On December 20, 2011 the City Council approved RZN 11-3960 (Cooper and Williams) to rezone approximately 8.60 acres to NC, Neighborhood Conservation, subject to a bill of assurance. This site is immediately adjacent to the east and north of the subject property and was rezoned by the same applicant as the subject rezoning request.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single family and rural residential	NC, Neighborhood Conservation; RSF-4, Residential Single-Family Four Units Per Acre
South	Clarence Craft Park (City parkland)	P-1, Institutional
East	Rural residential	NC, Neighborhood Conservation
West	Clarence Craft Park (City parkland)	P-1, Institutional

Proposal: The request is to rezone the property from RSF- 4, Residential Single Family Four Units per Acre, to NC, Neighborhood Conservation. The applicant has stated that the intent is to develop the property for smaller single family lots than permitted by the underlying RSF-4 zoning.

Public Comment: Staff has received an email from a property own in the vicinity who is opposed to the rezoning.

RECOMMENDATION:

Staff recommends forwarding RZN 12-4042 to the City Council with a recommendation for approval based on findings stated herein.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>March 12, 2012</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: <u>Earnest</u>	Second: <u>Chesser</u>				
Vote: <u>5-0-0</u>					
Note: <u>Recommendation for approval.</u>					
CITY COUNCIL ACTION:				Required	<u>YES</u>
	☐ Approved	☐ Denied			
Date:					

INFRASTRUCTURE:

Streets: The site has access to Old Wire Road. Old Wire Road is an unimproved two lane residential city street. Street improvements will be evaluated at the time of development.

Water: Public water is not directly available to the property. There is a 6" water main on a property to the west of this parcel. Public water main improvements will need to be extended through the property to provide domestic and fire flow for any proposed development.

Sewer: Sanitary sewer is available to the site. There is a 12" main that runs through this property. The capacity of the existing sewer may need to be evaluated at the time of development to ensure adequate capacity.

Drainage: Standard improvements and requirements for drainage will be required for any development. The design engineer will be responsible for addressing any drainage

issues at this location with the development design. An increase in peak flow will not be allowed with any development of this property. This property is affected by the 100-year floodplain and the Streamside Protection Zones associated with Niokaska Creek.

Police: The Fayetteville Police Department has not expressed concerns with this request.

Fire: The Fayetteville Fire Department has not expressed concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates a majority of this site as **Residential Neighborhood Area** and a small portion of the site associated with the Niokaska Creek floodplain as **Natural Area**.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Staff finds the proposal is highly consistent with the land use planning objectives, principles and policies, as evidenced by the number of guiding policies for Residential Areas this proposal meets including Residential Area Policy F to:

“Site new residential areas accessible to roadway, alternative transportation modes, community amenities, schools, infrastructure, and retail and commercial goods and services.”

This site is surrounded by existing roads. The site is in the core of the City and within walking distance of an elementary school, a church, and close proximity to downtown.

The proposed rezoning is also highly consistent with the six major goals of City Plan 2030 as follows:

City Plan 2030 Goals	RZN 11-3960 Compliance With City Plan 2030
Goal 1: We will make appropriate infill and revitalization our highest priorities.	This proposed rezoning would allow infill in a well-developed area of Fayetteville. The property is surrounded by existing development and infrastructure within walking distance of an elementary school. Future development of this site permitted under the proposed zoning district would provide the opportunity for improvements and revitalization to existing infrastructure. The proposal would allow 'appropriate' residential infill compatible with the surrounding primarily single-family neighborhoods.
Goal 2: We will discourage suburban sprawl.	By permitting infill development at a slightly higher density than the existing zoning, the proposed rezoning discourages suburban sprawl on the perimeter of the City. Future development allowed because of this rezoning would be able to take advantage of proximity to existing utility and public infrastructure and services more than a sprawling development on the periphery.
Goal 3: We will make traditional town form the standard.	The NC zoning district is a form-based district with a build-to zone that would require development in a traditional town form.
Goal 4: We will grow a livable transportation network.	The requirements under the City's development codes for street connections would improve connectivity in this area of the City, providing more options to residents and those traveling through the area.
Goal 5: We will assemble an enduring green network.	Preservation of greenspace would be reviewed and required during development.
Goal 6: We will create opportunities for attainable housing.	The variety of lot sizes allowed because of the rezoning could lead to a mixed-income neighborhood in this area of the City. Consistent with the intent of this goal, the proposed rezoning is not an isolated attainable housing project all under one zoning district, but rather reflects the opportunity to create a more traditional urban neighborhood with households of varying types, sizes, and economic means.

Rezoning the property will accommodate both the future land use plan for residential uses, and also allow for a variety of uses and housing types, sizes and development pattern, thus providing more choices for more citizens. The proposed zoning that would permit single and two-family residences is also compatible with the existing land uses and zoning in the immediate area. Adjacent zoning to the north and east is also NC, Neighborhood Conservation, and the property adjacent to the south is a City park. The NC zoning will allow for smaller lots than surrounding largely RSF-4 neighborhoods. This zoning will introduce the potential for variety of residential housing types in this infill location within walking distance of Root Elementary School. The Charleston Place neighborhood is approximately 1,500 feet to the northeast of this site and is developed in a traditional pattern with similar lot sizes as would be allowed in the proposed NC zoning. The NC zoning is a form-based zoning that requires a

traditional design and the opportunity for narrow lots and houses closer to the street, consistent with land use planning policies, and common in other developed areas of the City.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: As discussed in Finding No. 1, the proposed zoning is justified as it is compatible with the surrounding zoning and land uses and consistent with the City's Future Land Use Plan. The property could be developed under the existing zoning regulations, however the NC zoning is justified in order to provide variety in lot sizes and to meet market demand for smaller lots.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning will generate the potential for additional traffic on the surrounding street system over the existing RSF-4 zoning. The NC zone would permit a total of 49 single family lots (a density of 10 units per acre), subject to preliminary plat approval. The street improvements required as part of the development should be adequate to account for these additional vehicle trips, but would be evaluated at the time of preliminary plat.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning would potentially increase population density. The proposed zoning would allow for a total of 29 additional single family lots on this property over the existing zoning. However, this increase in single-family residences is consistent with land use, zoning, and development patterns in the immediate vicinity. This site is located within the core of the City with adequate surrounding infrastructure.

Increased load on public services was taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report. Significant adverse impacts to public services would not result with the incorporation of standard improvements as part of the development.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed

zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. (Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 40% of lot width.

(G) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10)

Rezoning Request
Written Description
1700 N Old Wire Road
Fayetteville, Arkansas 72703
Parcel Numbers:
765-13428-000
765-14066-000

These two parcels encompassing 4.9 acre MOL are currently owned by Harry O and Hope Cain Jackson. The property is currently pending purchase by W-Bar Investments, LLC, Jackson Williams, Member.

The current zoning on these parcels is RSF-4 which the minimums allow for single family 70 ft / 8000 sq ft / setbacks of 15 front / 5 sides / 15 rear on the lots. The current estimated development cost coupled with the land cost premium on such a well located parcel directly dictates the need for a Neighborhood Conservation zone. Neighborhood Conservation serves to promote and protect neighborhood character and is duly suited for these residential parcels. The Neighborhood Conservation zone allows for minimums on single family 40 ft / 4000 sq ft / setbacks of within 25' in front / 5' on the side / 5' in the rear and 12' from the center alley line in the rear. The NC zone specifically meets the needs and characteristics for the development plan for this parcel. The current proposed development plan for this parcel includes only single family detached homes designed for smaller families who are not interested in having a large yard to maintain; rather their interest lay in having a well kept small footprint in a highly desirable location.

These parcels are bordered on the North and East by an 8.5 Acre parcel that was recently rezoned to a Neighborhood Conservation Zone with a Bill of Assurance restricting the homes to be single family detached with a maximum of 50 homes. The Southeast corner of this property abuts two single family parcels located on Ramsey Street. The South and West borders join land owned by the City of Fayetteville which contains Clarence Craft Park.

These parcels are located between the existing Principal Arterial thoroughfare of Mission Blvd to the South and the existing Collector thoroughfares of Old Wire Road and Ash Street to the West. The appearance

and signage of this proposed development will mesh with the existing residential feel and function and will serve to only enhance the desirability of the area.

There is an existing 12" gravity flow sewer line within the Eastern property line of these parcels. There is also a 36" sewer line to the West at Old Wire Road, an 8" line on Ash Street to the North, a 6" line on Charlee Avenue to the West and a 10" line in the creek to South, all of which are gravity flow. There is an existing 36" water line located at Old Wire Road, and 8" on both Ash Street and Charlee Avenue thus there should be no significant or undesirable increase on the load of the water and sewer facilities.

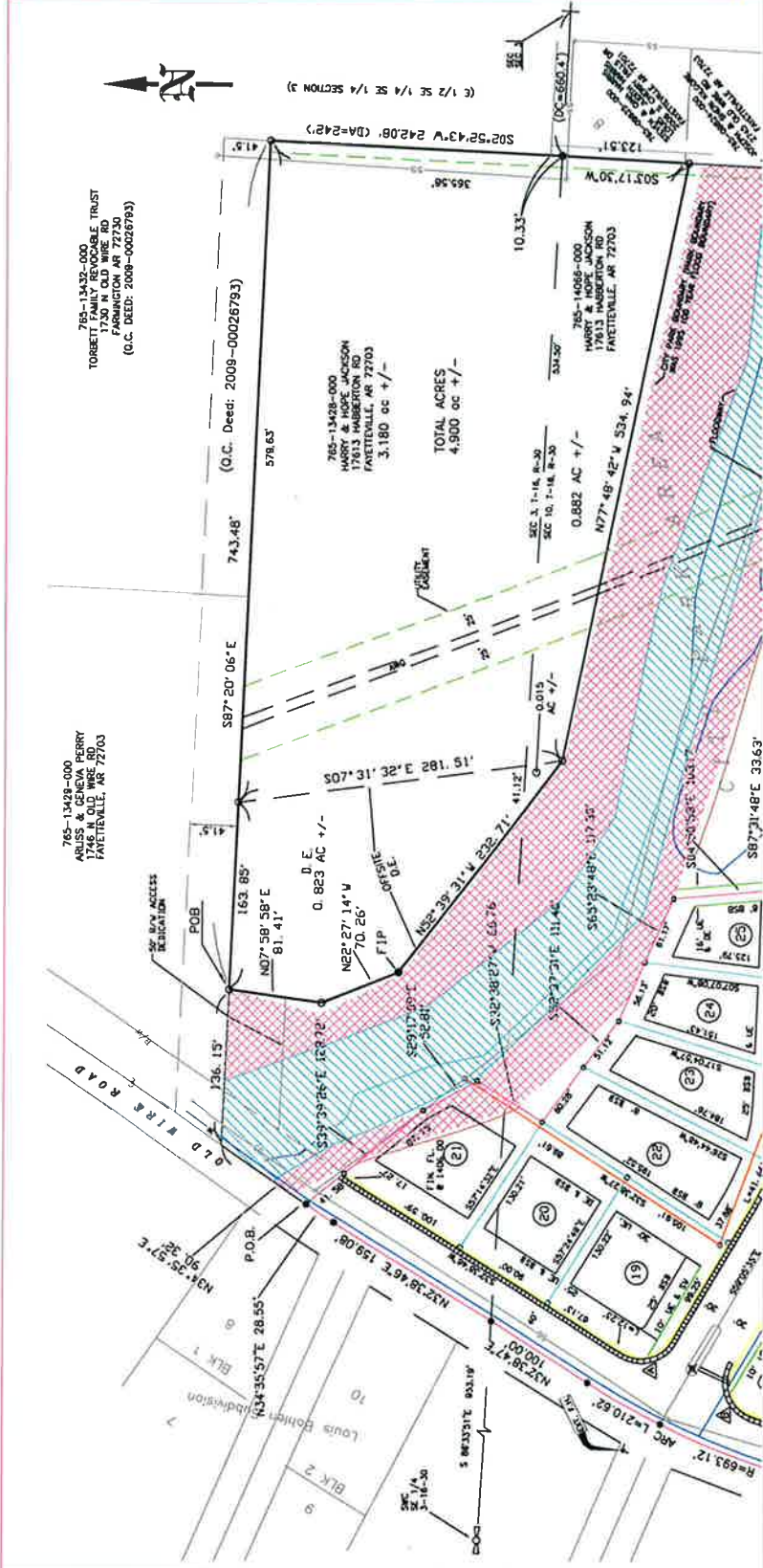
Neighborhood Conservation by definition is a residential zone and is compatible with the surrounding properties current uses as well as those detailed in the Future Land Use 2030 plan as a Residential Neighborhood Area. The goal of this rezoning matches the existing goals of the current City Plan 2025 long range master plan in the areas of infill, encompassing the traditional town form, having a low impact on the existing transportation system, maintaining a green focus as well as filling a need in Fayetteville for a smaller, well located home for small families. The location of these subject parcels are such that there are many opportunities for connectivity to existing dead end streets, sidewalks and bike paths when coupled with the existing Neighborhood Conservation Zone parcel to the North and East.

This zoning request is justified and needed at this time as the small families in Fayetteville have very limited options for small footprint single family homes located near the Fayetteville City Centers, shopping, entertainment, schools, art and culture.

When one considers the location of these parcels being adjacent to Neighborhood Conservation Zone to the North and the East and the goals of the Fayetteville City Plan 2025, Future land Use Plan and Master Street Plan the conclusion can be made that this proposed rezoning coupled with the development plans will stand to support the overall goals of these plans and NOT appreciably increase traffic danger, congestion, or the load on the existing schools.

The ever escalating cost of new subdivision infrastructure designed and built to the thorough City of Fayetteville standards coupled with the premium for well located, undeveloped infill property dictates the need for a change in

this property's existing zoning classification. The effort set forth in making this zoning change will benefit and fill a much needed and currently unfulfilled niche for the smaller families in Fayetteville who choose to live on a well located smaller footprint in town.



SURVEY DESCRIPTION:
A PART OF THE SOUTH HALF (SH) OF THE SOUTHEAST 1/4 (SE1/4) OF SECTION 3, AND A PART OF THE NORTH 1/2 OF THE NORTH HALF (NH) OF THE NORTHEAST 1/4 (NE1/4) OF SECTION 10, ALL LOCATED IN T-16-N, R-30-W, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS COMMENCING AT A STONE MARKING THE CORNER OF SAID SECTION 3, AND CONTINUING THENCE ALONG THE COMMON BOUNDARY OF SAID SECTION 3 AND 10, S86°33'51"E 953.19 FEET TO A POINT IN THE CENTER LINE OF OLD WIRE ROAD, AND CONTINUING ALONG CENTERLINE OF SAID ROAD N32°38'46"E 159.08 FEET AND N34°35'57"E 118.87 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD, AND THENCE LEAVING SAID ROAD S87°20'06"E 136.15 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL OF LAND, SAID POINT BEING AN IRON PIN AND THE POINT OF BEGINNING; THENCE S87°20'06"E 743.48 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND, S02°52'43"W 242.08 FEET TO THE NORTHWEST CORNER OF RAMSEY ADDITION; THENCE ALONG THE WEST BOUNDARY OF SAID RAMSEY ADDITION S03°17'30"W 123.51 FEET TO THE NORTHEAST CORNER OF CITY PARK DEDICATION AREA DESCRIBED ON THE FINAL PLAT OF HIDDEN LAKE ESTATES; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CITY PARK DEDICATION AREA N77°48'42"W 534.94 FEET, N52°39'31"W 232.71 FEET, N22°27'14"W 70.26 FEET AND N07°58'58"E 81.41 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.858 ACRES, MORE OR LESS, OF DRAINAGE EASEMENT AREA.

DRAINAGE EASEMENT DESCRIPTION:
A DRAINAGE EASEMENT AS DEPICTED ON THE FINAL PLAT OF HIDDEN LAKE ESTATES, DESCRIBED AS A PART OF THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 3, AND A PART OF THE NORTH 1/2 OF THE NORTH HALF (NH) OF THE NORTHEAST 1/4 (NE1/4) OF SECTION 10, ALL LOCATED IN T-16-N, R-30-W, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS COMMENCING AT A STONE MARKING THE CORNER OF SAID SECTION 3, AND CONTINUING THENCE ALONG THE COMMON BOUNDARY OF SAID SECTION 3 AND 10, S86°33'51"E 953.19 FEET TO A POINT IN THE CENTERLINE OF OLD WIRE ROAD, AND CONTINUING ALONG CENTERLINE OF SAID ROAD N32°38'46"E 159.08 FEET AND N34°35'57"E 118.87 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD, AND THENCE LEAVING SAID ROAD S87°20'06"E 136.15 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID PARCEL OF LAND, SAID POINT BEING AN IRON PIN AND THE POINT OF BEGINNING; THENCE S87°20'06"E 743.48 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL OF LAND, S02°52'43"W 242.08 FEET TO THE NORTHWEST CORNER OF RAMSEY ADDITION; THENCE ALONG THE WEST BOUNDARY OF SAID RAMSEY ADDITION S03°17'30"W 123.51 FEET TO THE NORTHEAST CORNER OF CITY PARK DEDICATION AREA DESCRIBED ON THE FINAL PLAT OF HIDDEN LAKE ESTATES; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CITY PARK DEDICATION AREA N77°48'42"W 534.94 FEET, N52°39'31"W 232.71 FEET, N22°27'14"W 70.26 FEET AND N07°58'58"E 81.41 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.858 ACRES, MORE OR LESS, OF DRAINAGE EASEMENT AREA.

SURVEYOR CERTIFICATION:
THIS IS TO CERTIFY THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON TO THE BEST OF MY KNOWLEDGE AND ABILITY.

FLOOD DATA:
ACCORDING TO THE FLOOD INSURANCE RATE MAP, EFFECTIVE SEPTEMBER 16, 1991, MAP NO. 17000-01-0000, THE FLOOD ZONE FOR THIS PROJECT IS IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ALSO ZONE AE. BASE FLOOD ELEVATIONS DETERMINED.

SURVEYOR DISCLAIMER:
SURVEYOR DISCLAIMS ANY LIABILITY THAT COULD RESULT FROM THE KNOWLEDGE PROVIDED BY ANY ONE OF THE FOLLOWING:
1. SERVICES PROVIDED BY "ARKANSAS ONE CALL".
2. THE PERFORMANCE OF AN ALTA SURVEY.
3. THE PERFORMANCE OF A DRAINAGE EASEMENT SURVEY.
THE OWNER DID NOT REQUEST ANY OF THE ABOVE THREE (3) ITEMS.

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From: Amy Rossetti <ahrmdr@aol.com>
To: <agarner@ci.fayetteville.ar.us>
Date: 3/5/2012 12:35 PM
Subject: Re: 3-12-12 Planning Commission Agenda

Andrew,

Thank you for the information. The NC regulation says there can be 10 units per acre and also permits 2-family dwellings. Does a 2-family dwelling count as 2 units or 1 unit?

I really think this much development in the area is unwise. I plan to oppose the idea and encourage others to as well. There is such a great traffic problem in the area and this will only make it worse. It will bring a total of 100 units to an already overcrowded portion of the city. The Parks & Recreation 10 year Master Plan recommends that the city acquire the land adjacent to Clarence Craft Park. I believe the land being considered for rezoning is adjacent to that park. Isn't it okay to have some green space or is that objective of the city plan being abandoned?

Amy Rossetti

-----Original Message-----

From: Andrew Garner <agarner@ci.fayetteville.ar.us>
To: Amy Rossetti <ahrmdr@aol.com>
Sent: Mon, Mar 5, 2012 12:04 pm
Subject: Re: 3-12-12 Planning Commission Agenda

The Planning Commission only make a recommendation to the City Council. We will publish our formal recommendation on this request the Thursday. I think we will recommend in favor. See the attached Neighborhood Conservation zoning regulations.

>>> Amy Rossetti <ahrmdr@aol.com> 3/5/2012 10:42 AM >>>
Do you plan to recommend that the Planning Committee approve it?

Please refresh my memory, what does Neighborhood Conservation zoning mean?

Thank you,
Amy Rossetti

-----Original Message-----

From: Andrew Garner <agarner@ci.fayetteville.ar.us>
To: Amy Rossetti <ahrmdr@aol.com>
Sent: Mon, Mar 5, 2012 10:29 am
Subject: Re: 3-12-12 Planning Commission Agenda

Ms. Rossetti,

No, the applicant has not submitted a Bill of Assurance for this request.

Andrew

Andrew M. Garner, AICP
Senior Planner
City of Fayetteville

125 West Mountain Street
Fayetteville, Arkansas 72701

Tel.479.575.8262
Fax.479.575.8202
agarner@ci.fayetteville.ar.us
www.accessfayetteville.org

Telecommunications Device for the Deaf: (479) 521-1316

>>> Amy Rossetti <ahrmdr@aol.com> 3/5/2012 9:49 AM >>>
Mr. Garner.

Is there a Bill of Assurance that accompanies this request?

RZN 12-4042: Rezone (1700 OLD WIRE ROAD/COOPER AND WILLIAMS, 369): Submitted by TIM COOPER AND JACKSON WILLIAMS for property located at the 1700 OLD WIRE ROAD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE and contains approximately 4.90 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.
Planner: Andrew Garner

Thank you,
Amy Rossetti

RZN12-4042

Current Land Use

COOPER AND WILLIAMS



Overview RZN12-4042

Footprints 2010

Hillside-Hilltop Overlay District

☐ Design Overlay District

Design Overlay District

■■■■■■■■■■ Planning Area



RZN12-4042

COOPER AND WILLIAMS

Close Up View

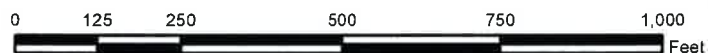


Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview RZN12-4042

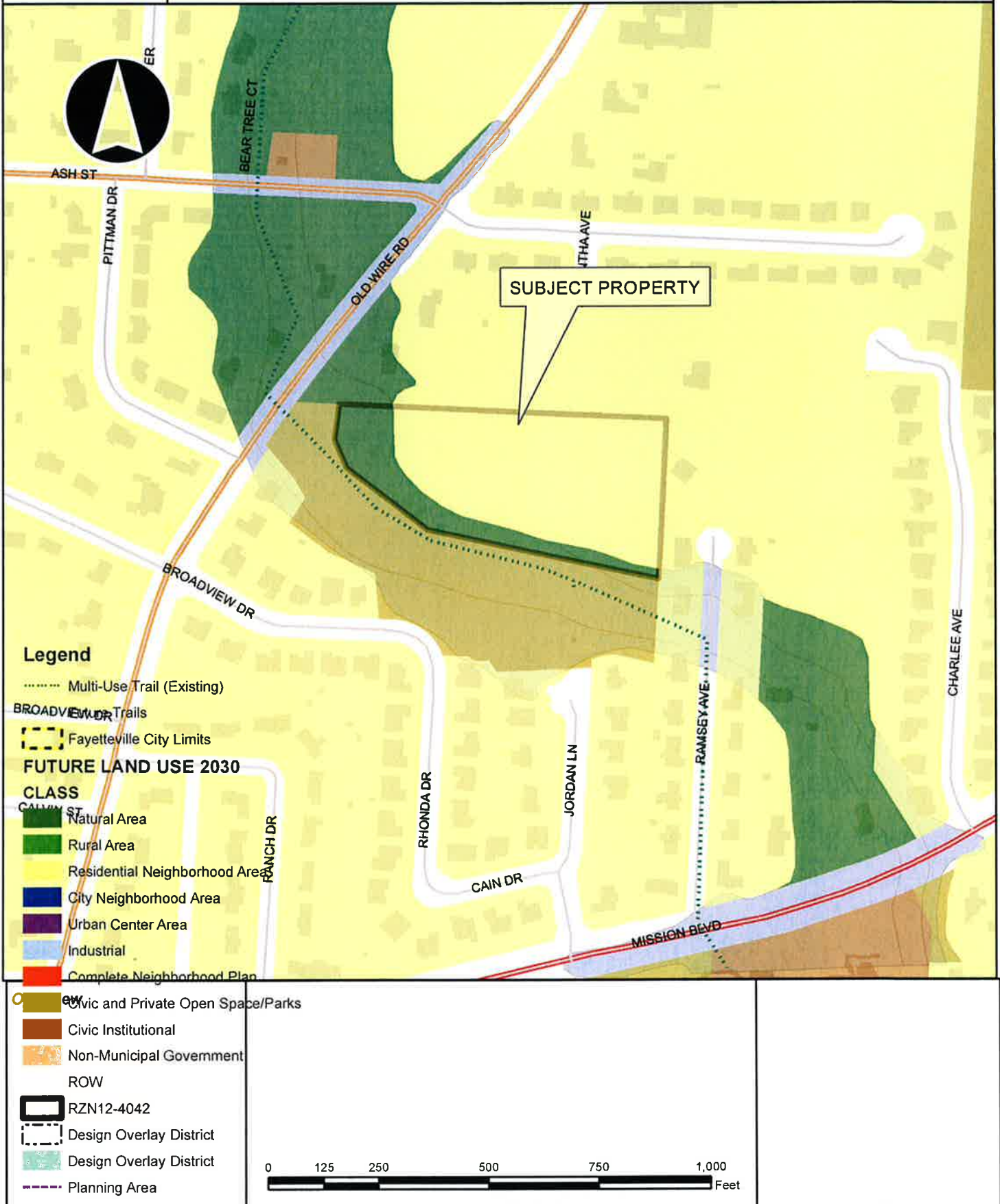
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



RZN12-4042

COOPER AND WILLIAMS

Future Land Use



City of Fayetteville Staff Review Form

C. 3
Amend Chapter 161 (ADM 12-4085
Zoning Regulations/RMF-24 Setbacks)
Page 1 of 10

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

4/3/2012

City Council Meeting Date
Agenda Items Only

Jesse Fulcher

Submitted By

Planning

Division

Development Services

Department

Action Required:

ADM 12-4085: (Chapter 161 Zoning Regulations/RMF-24 Setbacks): Submitted by City Planning Staff. The proposal is to amend Chapter 161 Zoning regulations, repealing the Hillside/Hilltop Overlay District setbacks in the RMF-24 zoning district.

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

Project Number

\$

-

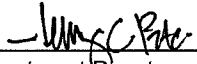
Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

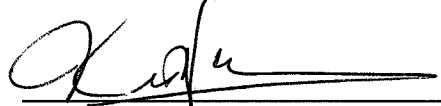
03-16-12

Date

Previous Ordinance or Resolution #

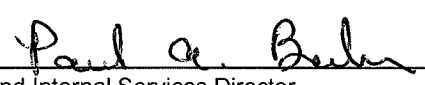
Original Contract Date:

Original Contract Number:


City Attorney

3-16-2012

Date


Finance and Internal Services Director

3-17-2012

Date

Received in City 3-15-12 P03:01 RCVD
Clerk's Office



Chief of Staff

3-19-12

Date

Received in
Mayor's Office



Mayor

3/22/12

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Jeremy C. Pate, Development Services Director 

Date: March 15, 2012

Subject: UDC Chapter 161 Zoning Regulations (ADM 12-4085)

RECOMMENDATION

Planning staff recommends approval of an ordinance amending Chapter 161 Zoning Regulations, removing the Hillside/Hilltop Overlay District (HHOD) setbacks from Section (E) of the Residential Multi-Family, 24 Units Per Acre (RMF-24) zoning district, as was originally intended with Ordinance No. 5262.

BACKGROUND

In 2009 the City Council adopted Ordinance No. 5262, replacing a 10 foot front building setback with a 10-25 foot build-to zone for all of the residential multi-family zoning districts. This change was a extension of the Urban Residential Design Standards that were adopted for multi-family developments a few months prior. A unique feature of the RMF-24 zoning district was that it contained a separate setback section for property in the HHOD. It was staff's intent to also amend this section of the code. However, the draft ordinance did not make specific mention of this code section and therefore it was not amended.

DISCUSSION

A multi-family project within the HHOD has not been proposed since the setback amendment was adopted, until now. Staff is currently reviewing a multi-family development that will be negatively impacted by the current HHOD setback requirement of 15'. In keeping with the intent of the HHOD, which is to move buildings closer to the street and maintain canopy at the rear of the property, and the purpose of Urban Residential Design standards, which is to also move buildings closer to the street, the RMF-24 setback requirements for property in the HHOD should be removed at this time. All other multi-family districts already follow this recommended standard, and do not have a separate HHOD building setback.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §161.14 DISTRICT RMF-24 BY REPEALING THE SEPARATE SETBACKS FOR MULTI-FAMILY STRUCTURES BUILT WITHIN THE HILLSIDE/HILLTOP OVERLAY DISTRICT

WHEREAS, Ordinance No. 5262 passed by the City Council on August 4, 2009 changed multi-family setbacks to a 10-25 build-to zone to require buildings to be moved closer to street, but failed to repeal the Hillside/Hilltop Overlay District's setbacks which did not include this build-to zone; and

WHEREAS, Planning Staff recommends that these setbacks specific to the Hillside/Hilltop Overlay District be repealed so that all RMF-24 Districts have the same "build-to" zones and side and rear setbacks.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §161.14 of the U.D.C. by repealing the Hillside/Hilltop Overlay District setback requirements within §161.14 (E).

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
----------------	------------

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.

Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.	8 ft.	25 ft.
HHOD Front	HHOD Side	HHOD Rear
15 ft.	8 ft.	15 ft.

Cross reference(s)—Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	60ft.
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Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

ORDINANCE NO. 5262

AN ORDINANCE AMENDING CHAPTERS 161 ZONING REGULATIONS AND 166 DEVELOPMENT OF THE UNIFIED DEVELOPMENT CODE TO CHANGE BUILDING FORM AND PLACEMENT STANDARDS FOR URBAN RESIDENTIAL DEVELOPMENT.

WHEREAS, the City of Fayetteville adopted Urban Residential Design Standards on March 18, 2008 to provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources; and

WHEREAS, the City of Fayetteville recognizes that the existing ordinance does not always result in the desired traditional neighborhood form, resulting in a development form that may be contrary to the intent of the design standards; and

WHEREAS, the proposed amendments will result in an ordinance that is more consistent with the original goals and those goals of City Plan 2025.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby amends §161.10(E), §161.11(E), §162.12(E), §162.13(E), §162.14(E), and §162.15(E) Setback requirements, by replacing the 10' front setback with a 10-25' build-to zone described as follows:

"The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line."

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby amends §161.10, §161.11, §162.12, §162.13, §162.14, and §162.15 to add subsection "(H) *Minimum buildable street frontage*. 50% of the lot width."

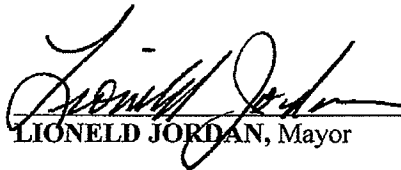
Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby amends §161.10, §161.11, §162.12, §162.13, §162.14, and §162.15 to add subsection "(I) *Parking regulations*. No parking lots are allowed to be located in the front or side build-to zone facing a public right-of-way."

Page 2
Ordinance 5262

Section 4. That the City Council of the City of Fayetteville, Arkansas, hereby repeals §166.23 of the Unified Development Code in its entirety and enacts a replacement §166.23 as shown on Exhibit "A."

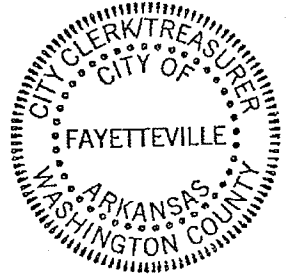
PASSED and **APPROVED** this 4th day of August, 2009.

APPROVED:


LIONELD JORDAN, Mayor

ATTEST:


SONDRA E. SMITH, City Clerk/Treasurer



City Council Meeting of August 4, 2009
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Jeremy C. Pate, Development Services Director 

Date: July 15, 2009

Subject: UDC Chapter 161 Zoning Regulations and 166.23 Urban Residential Design Standards (ADM 09-3332)

RECOMMENDATION

Planning staff and the Planning Commission recommend approval of an ordinance amending Chapter 166 Development and 166.23 Urban Residential Design Standards, to clarify the permitted location of parking lots and to ensure that some of the buildings in a development front existing and new public streets. In addition, staff has included standards for individual curb-cuts and simplified the building construction and design standards (see Exhibit "A" attached).

BACKGROUND

The City of Fayetteville City Council adopted Urban Residential Design Standards on March 18, 2008. These standards were a benchmark of City Plan 2025 and were adopted so that future urban residential developments would enhance the image of the City of Fayetteville, provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources.

DISCUSSION

Urban Residential Design Standards have been applied to several projects since adoption, resulting in residential projects that meet the intent of the ordinance. However, Planning staff has realized that the parking lot and building location standards do not always result in the desired traditional town form. The current ordinance states that all buildings must be located within a building setback line of 10' and 25' from the public right-of-way, unless the building is located at least 50' from the right-of-way, and for parking lots to be located outside of the build-to zone. These standards allow the buildings to be setback 50' and for parking to be constructed between the buildings and the public street. This design style is contradictory to the intent of the design standards and the City's adopted policies by allowing for the conventional "complex" form associated with larger developments that separate the development from the neighborhood instead of integrating into the existing neighborhood fabric.

BUDGET IMPACT

None.



PC Meeting of July 13, 2009

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: July 9, 2009 Updated July 16, 2009

ADM 09-3332: (URBAN RESIDENTIAL DESIGN STANDARDS): Submitted by City Planning Staff. The request is to amend Chapters 161 Zoning Regulations and 166.23 Urban Residential Design Standards in order to clarify parking lot location standards.

Planner: Jesse Fulcher

BACKGROUND

The City of Fayetteville City Council adopted Urban Residential Design Standards on March 18, 2008. These standards were a benchmark of City Plan 2025 and were adopted so that future urban residential developments would enhance the image of the City of Fayetteville, provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources.

Urban Residential Design Standards have been applied to several projects since adoption, resulting in residential projects that meet the intent of the ordinance. However, Planning Staff has realized that the parking lot and building location standards are too flexible. The current ordinance states that all buildings must be located within a building setback line of 10' and 25' from the public right-of-way, unless the building is located at least 50' from the right-of-way, and for parking lots to be located outside of the build-to zone. These standards allow the buildings to be setback 50' and for parking to be constructed between the buildings and the public street. This design style is contradictory to the intent of the design standards and the City's adopted policies by allowing for the conventional form associated with larger developments that separates the development from the neighborhood instead of integrating into the existing neighborhood fabric.

PROPOSAL

Planning staff recommends amending Chapter 166.23, and consequently Chapter 161, to clarify the permitted location of parking lots and to ensure that some of the buildings in a development front existing and new public streets. In addition, staff has included standards for individual curb-cuts and simplified the building construction and design standards (see Exhibit "A" attached).

To clarify the parking and building location standards for urban residential projects, staff is proposing to adopt a build-to zone and a minimum buildable street frontage percentage, as

currently applied to the downtown zoning districts. The build-to zone is proposed to 10-25', which is the same standard as the City has today. Staff is recommending a minimum building street frontage of 50% of the lot width. These new standards would be applied to all Residential Multi-family zoning districts, including RT-12, and would be inserted into Chapter 161 in each zoning district. Removing the building setback line from Chapter 166.23 will also create consistency between zoning districts, since all setbacks are currently listed in Chapter 161. As currently adopted, variances from the build-to zone in Chapter 161 are reviewed by the Board of Adjustment, and variances from the build-to line in Chapter 166 are reviewed by the Planning Commission, under different standards. This change will also prohibit parking lots within 25' of the right-of-way line and require at least 50% of the lot frontage to be developed with buildings. These changes, in staff's opinion, will provide standards for urban residential projects that enhance the image of the City of Fayetteville, provide safe, pedestrian-friendly neighborhoods and minimize parking impacts in order to preserve surrounding property values and scenic resources.

RECOMMENDATION

Planning Staff recommends forwarding ADM 09-3332 to the City Council with a recommendation for approval.

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Motion: Winston

Second: Cabe

Vote: 7-0-0

Meeting Date: July 13, 2009

Comments: _____



ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

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

C. 4
Kum & Go, L.C.
Page No. 12

RECEIVED

MAR 09 2012

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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

March 9, 2012

City of Fayetteville
Mayor and City Council
113 W. Mountain Street
Fayetteville, AR 72701
Attn: City Clerk

**Re: Kum & Go, #413
Martin Luther King Blvd. & Hill Ave.
CEI Project No. 26728.0**

To Fayetteville Mayor and City Council:

At the January 17th City Council meeting the Council granted the approval Kum & Go, L.C. LSD 11-3966 (on appeal) with one of the conditions being that Kum & Go must construct and pay for a concrete median in Martin Luther King, Jr. Blvd as shown in Site Plan A "Median Concept" (attached herein). Section 2 of the approved resolution granted Kum & Go, L.C. the right to bring back LSD 11-3966 to City Council if the Arkansas Highway and Transportation Department (AHTD) were to deny construction of the median and be reconsidered.

On March 8th AHTD finalized their review of the design plans for the project including the median and denied construction of the median stating "construction of the median island along Highway 180 would not be consistent for this section of highway." (See attached letter).

Therefore, Kum & Go, L.C. respectfully requests this project to be reconsidered in light of this new information at the March 20th City Council meeting. Kum & Go, L.C. is requesting approval of the Large Scale Development plans labeled Site Plan B (attached herein) for consideration.

We appreciate your consideration in this matter, and if you have questions or concerns, please do not hesitate to contact me directly at 479-273-9472.

Respectfully submitted,

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

Providing Consolidated Land Development Services

CALIFORNIA ■ ARIZONA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA



ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

DISTRICT FOUR

4019 TOWSON AVE. • P.O. BOX 1424 • FORT SMITH, AR 72902-1424 • TELEPHONE (479) 646-5501 • FAX (479) 646-8286
WASHINGTON — CRAWFORD — FRANKLIN — SEBASTIAN — LOGAN — SCOTT — POLK

March 8, 2012

Mr. Mike Clotfelter
CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Suite 2
Bentonville, AR 72712

RE: Driveway and Median Request
Highway 180, Section 1
Washington County
Fayetteville

Mr. Clotfelter:

The plans and traffic study submitted for a driveway and median island adjacent to and along Highway 180 in Fayetteville for a proposed convenience store were reviewed.

A permit for a drive and/or drives in accordance with the Department's current driveway regulations would be allowable. Restrictions of turning movements for the drive would be acceptable. However, the construction of a median island along Highway 180 would not be consistent for this section of highway.

Upon receipt of a complete set of plans (11"x17" preferred) addressing the above comments, this office will consider issuance of a permit for the work to be performed within the highway right of way. No work within the right of way is to be undertaken prior to issuance of a permit by the Department.

If you have any questions regarding this matter, please contact Chad Adams, District Construction Engineer, at (479) 646-5501.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Shipman', is written over a horizontal line.

Joe Shipman
District 4 Engineer

C: Assistant Chief Engineer – Design
Roadway Design
City of Fayetteville, Mr. Chris Brown

**TO: Mayor Jordan
City Council**

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

**CC: Jeremy Pate, Development Services Director
Chris Brown, City Engineer**

FROM: Kit Williams, City Attorney



DATE: March 21, 2012

RE: Kum & Go, L.C.'s Appeal

Since the Arkansas Highway and Transportation Department denied Kum & Go's request (which was supported by the City Administration) to construct a median as shown on Site Plan A approved by the City Council, Kum & Go had the right to appear again in front of the City Council to request approval of its Large Scale Development without the median.

The City Engineer and City Administration are requesting that the State Highway and Transportation Department at least allow double striping and raised reflectorized markers be placed where the median was proposed. To reflect that request, I have drafted a Resolution that would approve Kum & Go's final request (Site Plan A with double striping and raised reflectorized markers where the median would have been located). Your approval of this Resolution would approve the Large Scale development as requested by Kum & Go, but require Kum & Go to request the double striping and raised reflectorized markers. If the Arkansas Highway and Transportation Department rejects such request, it will be removed as a condition of approval and Kum & Go can construct its project without the additional double striping and raised reflectorized markers. If it receives approval, Kum & Go shall install the raised, reflectorized markers and paint the double striping as part of this project.

RESOLUTION NO. _____

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

WHEREAS, the Arkansas Highway and Transportation has rejected the request of Kum & Go, L.C. and the City of Fayetteville to permit the construction of a median in Martin Luther King, Jr. Boulevard; and

WHEREAS, Kum & Go, L.C. has exercised its right to present its appeal of its proposed Large Scale Development again to the City Council in light of such rejection.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby grants the appeal of Kum & Go, L.C. from some of the terms or conditions imposed by the Planning Commission, but adds the condition that Kum & Go, L.C. must construct and pay for double yellow striping and raised reflectorized markers where the median in Martin Luther King, Jr. Boulevard was shown in Site Plan A submitted to the Highway Department and amends and approves the Large Scale Development plat to conform with the plat submitted by Kum & Go, L.C. as Site Plan A as further amended by requiring double yellow striping with raised, reflectorized pavement markers in generally the same location as the median regarding its driveway access onto and from Martin Luther King, Jr. Boulevard and changing the access from Royal Oak from vehicular to pedestrian. If the Arkansas State Highway and Transportation denies Kum & Go, L.C. the right to double stripe and/or use raised reflectorized markers as recommended by the Fayetteville City Council, this condition of approval is removed from the Large Scale Development requirements and Kum & Go, L.C. can proceed with its project as shown by its Site Plan B. (Both Site Plan A and B are attached to this Resolution.). 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.

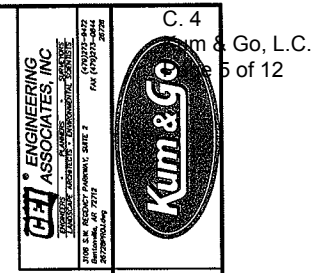
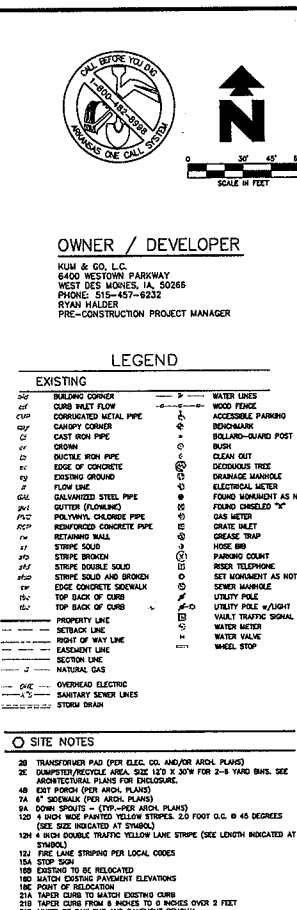
PASSED and APPROVED this 3rd day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Vicinity Map

Lat: 36°03'22.08" N
Long: 94°10'14.61" W

PROPOSED

PROPERTY LINE/RIGHT OF WAY LINE
CENTERLINE
CONCRETE CURB AND GUTTER
SEE DETAIL 70/AN
REINFORCING BARS
PROPOSED PARKING SPACES

 (C) (C) (C)
LIMITS OF SIDEWALKS & CONCRETE APPROACHES
FLAG POLE
SEE LIGHTING (BY OTHERS, LOCATION IS APPROXIMATE)
FIRE LINE STRIPING
RIGHT OF WAY DEGRADATION (PER SEPARATE DOCUMENT)
EXISTING DEGRADATION (PER SEPARATE DOCUMENT)

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
B. ALL CURB RETURN RADIUS SHALL BE, AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE SPECIFIED.
C. ALL SIDEWALKS SHALL BE CONCRETE WITH ALL TIE BARS.
D. SPECIFICATIONS FOR CURB AND GUTTER SHALL BE TO ASPHALT PAVING SHALL BE INSTALLED TO THE FACE OF THE CURB AND GUTTER. THE CURB AND GUTTER SHALL BE 12" HIGH AND 12" DETAIL. IN PARALLEL SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
E. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
F. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
G. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
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Q. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
R. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
S. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
T. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
U. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
V. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
W. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
X. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
Y. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.
Z. ALL ACCESSIBLE PARKING SPACES SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL BC OR PER THE STANDARD SPECIFICATIONS FOR THE STATE OF CALIFORNIA.

GENERAL SITE NOTES

[illegible]

Site Benchmark #1: Flange bolt between the "E" & "2."
In the word "MOELLER" on the fire hydrant located at the Northwest corner of alley, being 18.5' from the east edge and 14' from the south edge of the concrete sidewalk. Elevation=1275.30

Site Benchmark #2: Flange bolt between the "2" & "2"
In the word "MOELLER" on the fire hydrant located 340' South of the intersection of North Luther King Ave. and Hill Avenue, located on the East side of Hill Avenue, 102' North of a utility pole, and 7.5' North of a telephone river. Elevation=1263.37

BUILDING SET BACK REQUIREMENTS:
ZONING: C-1

FRONT SETBACK (NORTH) MLK AVE.
FRONT SETBACK (EAST) HILL DR
SIDE SETBACK (SOUTH)
SIDE SETBACK (WEST)

UPON APPROVAL BY THE CITY OF FAYETTEVILLE,
THE OWNER AGREES TO CONSTRUCT THE
PROJECT ACCORDING TO THESE DRAWINGS. ANY
DEVIATION FROM THESE DRAWINGS WILL REQUIRE
APPROVAL BY THE CITY OF FAYETTEVILLE.

SITE PLAN A

DATE: 02-07-
DRAWING SHEET: 5

-12
OF 15

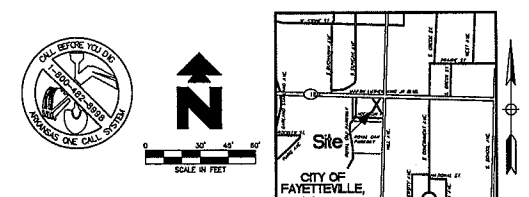
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DRAWING INFORMATION:
SITE PLAN
 MLK BLVD./AR HWY-180

11)
4-11)
12)
OPMENT
MAN

DER
Y-0*
-12
OF 15

AND ASSOCIATES, INC.



XUM & GO, L.C.
6400 WESTOWN PARKWAY
WEST DES MOINES, IA, 50266
PHONE: 515-457-6232
RYAN HALDER
PRE-CONSTRUCTION PROJECT MANAGER

EXISTING		NEW		WATER LINES	
24	BUILDING CONCRETE	1	CONCRETE	1	WOOD FRAME
25	CANAL INLET FLOW	2	SEWER	2	WOOD FRAME
26	CONCRETE MANHOLE PIPE	3	SEWER	3	WOOD FRAME
27	CANOPY RIGID	4	SEWER	4	BENCHMARK
28	CAST IRON PIPE	5	SEWER	5	BOLLARD-QUAD POST
29	CRACK	6	SEWER	6	CONCRETE
30	CRACK	7	SEWER	7	CLEAN OUT
31	CRACK	8	SEWER	8	CONCRETE
32	CRACK	9	SEWER	9	CONCRETE
33	CRACK	10	SEWER	10	CONCRETE
34	CRACK	11	SEWER	11	CONCRETE
35	CRACK	12	SEWER	12	CONCRETE
36	CRACK	13	SEWER	13	CONCRETE
37	CRACK	14	SEWER	14	CONCRETE
38	CRACK	15	SEWER	15	CONCRETE
39	CRACK	16	SEWER	16	CONCRETE
40	CRACK	17	SEWER	17	CONCRETE
41	CRACK	18	SEWER	18	CONCRETE
42	CRACK	19	SEWER	19	CONCRETE
43	CRACK	20	SEWER	20	CONCRETE
44	CRACK	21	SEWER	21	CONCRETE
45	CRACK	22	SEWER	22	CONCRETE
46	CRACK	23	SEWER	23	CONCRETE
47	CRACK	24	SEWER	24	CONCRETE
48	CRACK	25	SEWER	25	CONCRETE
49	CRACK	26	SEWER	26	CONCRETE
50	CRACK	27	SEWER	27	CONCRETE
51	CRACK	28	SEWER	28	CONCRETE
52	CRACK	29	SEWER	29	CONCRETE
53	CRACK	30	SEWER	30	CONCRETE
54	CRACK	31	SEWER	31	CONCRETE
55	CRACK	32	SEWER	32	CONCRETE
56	CRACK	33	SEWER	33	CONCRETE
57	CRACK	34	SEWER	34	CONCRETE
58	CRACK	35	SEWER	35	CONCRETE
59	CRACK	36	SEWER	36	CONCRETE
60	CRACK	37	SEWER	37	CONCRETE
61	CRACK	38	SEWER	38	CONCRETE
62	CRACK	39	SEWER	39	CONCRETE
63	CRACK	40	SEWER	40	CONCRETE
64	CRACK	41	SEWER	41	CONCRETE
65	CRACK	42	SEWER	42	CONCRETE
66	CRACK	43	SEWER	43	CONCRETE
67	CRACK	44	SEWER	44	CONCRETE
68	CRACK	45	SEWER	45	CONCRETE
69	CRACK	46	SEWER	46	CONCRETE
70	CRACK	47	SEWER	47	CONCRETE
71	CRACK	48	SEWER	48	CONCRETE
72	CRACK	49	SEWER	49	CONCRETE
73	CRACK	50	SEWER	50	CONCRETE
74	CRACK	51	SEWER	51	CONCRETE
75	CRACK	52	SEWER	52	CONCRETE
76	CRACK	53	SEWER	53	CONCRETE
77	CRACK	54	SEWER	54	CONCRETE
78	CRACK	55	SEWER	55	CONCRETE
79	CRACK	56	SEWER	56	CONCRETE
80	CRACK	57	SEWER	57	CONCRETE
81	CRACK	58	SEWER	58	CONCRETE
82	CRACK	59	SEWER	59	CONCRETE
83	CRACK	60	SEWER	60	CONCRETE
84	CRACK	61	SEWER	61	CONCRETE
85	CRACK	62	SEWER	62	CONCRETE
86	CRACK	63	SEWER	63	CONCRETE
87	CRACK	64	SEWER	64	CONCRETE
88	CRACK	65	SEWER	65	CONCRETE
89	CRACK	66	SEWER	66	CONCRETE
90	CRACK	67	SEWER	67	CONCRETE
91	CRACK	68	SEWER	68	CONCRETE
92	CRACK	69	SEWER	69	CONCRETE
93	CRACK	70	SEWER	70	CONCRETE
94	CRACK	71	SEWER	71	CONCRETE
95	CRACK	72	SEWER	72	CONCRETE
96					

28 TRANSFORMER PAD (FOR ELEC. CO. WORK AREA, PLANS)
29 BUMPER/REFLECTIVE AREA, SIZE 12'0" X 30'0" FOR 26'0" VARD BINS
30 ARCHITECTURAL PLANS FOR ENCLOSURE
41 EXIST FORDS (FOR ARCH. PLANS)
42 6' B' SIDEWALK (FOR ARCH. PLANS)
43 DOWN SLOPE 1:17 (FOR ARCH. PLANS)
44 1/4" HIGH MUD PAINTED YELLOW STRIPS, 10' SPACE TO 6" H. 45 DEGREES
SEE (SEE LOCATED AT STATION)
120 1/4" HIGH MUD PAINTED YELLOW STRIPS, 10' SPACE (SEE LENGTH INDICATED AT STATION)
151 FIRE LANE STRIPS FOR LOCAL CODES
152 STOP SIGN
160 EXISTING ASPHALT PAVEMENT
216 TAPER CURB TO MATCH EXISTING
218 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 10' FEET
219 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 20' FEET
220 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 30' FEET (220-230)
221 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 40' FEET (221-231)
222 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 50' FEET (222-232)
223 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 60' FEET (223-233)
224 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 70' FEET (224-234)
225 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 80' FEET (225-235)
226 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 90' FEET (226-236)
227 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 100' FEET (227-237)
228 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 110' FEET (228-238)
229 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 120' FEET (229-239)
230 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 130' FEET (230-240)
231 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 140' FEET (231-241)
232 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 150' FEET (232-242)
233 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 160' FEET (233-243)
234 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 170' FEET (234-244)
235 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 180' FEET (235-245)
236 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 190' FEET (236-246)
237 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 200' FEET (237-247)
238 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 210' FEET (238-248)
239 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 220' FEET (239-249)
240 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 230' FEET (240-250)
241 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 240' FEET (241-251)
242 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 250' FEET (242-252)
243 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 260' FEET (243-253)
244 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 270' FEET (244-254)
245 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 280' FEET (245-255)
246 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 290' FEET (246-256)
247 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 300' FEET (247-257)
248 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 310' FEET (248-258)
249 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 320' FEET (249-259)
250 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 330' FEET (250-260)
251 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 340' FEET (251-261)
252 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 350' FEET (252-262)
253 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 360' FEET (253-263)
254 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 370' FEET (254-264)
255 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 380' FEET (255-265)
256 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 390' FEET (256-266)
257 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 400' FEET (257-267)
258 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 410' FEET (258-268)
259 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 420' FEET (259-269)
260 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 430' FEET (260-270)
261 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 440' FEET (261-271)
262 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 450' FEET (262-272)
263 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 460' FEET (263-273)
264 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 470' FEET (264-274)
265 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 480' FEET (265-275)
266 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 490' FEET (266-276)
267 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 500' FEET (267-277)
268 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 510' FEET (268-278)
269 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 520' FEET (269-279)
270 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 530' FEET (270-280)
271 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 540' FEET (271-281)
272 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 550' FEET (272-282)
273 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 560' FEET (273-283)
274 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 570' FEET (274-284)
275 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 580' FEET (275-285)
276 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 590' FEET (276-286)
277 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 600' FEET (277-287)
278 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 610' FEET (278-288)
279 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 620' FEET (279-289)
280 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 630' FEET (280-290)
281 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 640' FEET (281-291)
282 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 650' FEET (282-292)
283 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 660' FEET (283-293)
284 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 670' FEET (284-294)
285 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 680' FEET (285-295)
286 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 690' FEET (286-296)
287 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 700' FEET (287-297)
288 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 710' FEET (288-298)
289 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 720' FEET (289-299)
290 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 730' FEET (290-300)
291 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 740' FEET (291-301)
292 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 750' FEET (292-302)
293 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 760' FEET (293-303)
294 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 770' FEET (294-304)
295 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 780' FEET (295-305)
296 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 790' FEET (296-306)
297 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 800' FEET (297-307)
298 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 810' FEET (298-308)
299 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 820' FEET (299-309)
300 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 830' FEET (300-310)
301 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 840' FEET (301-311)
302 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 850' FEET (302-312)
303 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 860' FEET (303-313)
304 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 870' FEET (304-314)
305 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 880' FEET (305-315)
306 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 890' FEET (306-316)
307 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 900' FEET (307-317)
308 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 910' FEET (308-318)
309 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 920' FEET (309-319)
310 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 930' FEET (310-320)
311 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 940' FEET (311-321)
312 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 950' FEET (312-322)
313 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER 960' FEET (313-323)
314 TAPER CURB FROM 6" HIGHS TO 6" HIGHS OVER

36 WHEELCHAIR RAMP IN SIDEWALK
38 HEAVY DUTY CONCRETE PAVING
40 CONCRETE STAIR
90 PARKING, ACCESSIBLE PARKING AND "VAN" ACCESSIBLE
PARKING SPACES STOPPING
106 RIGHT LEFT TURN ONLY PAYMENT MARKING
110 RIGHT TURN ONLY SIGN
70A CITY OF FAYETTEVILLE COMMERCIAL DRIVEWAY
700 AUTO STATION DETAIL CO-1
70C AUTO CURB DETAIL CO-1
70A CITY OF FAYETTEVILLE SIDEWALK DETAIL
70C "MOTORCYCLE PARKING ONLY" SIGN
707 WALL MOUNTED HANDICAP SIGN
702 HANDRAIL AT RETAINING WALL
BUILDING SET BACK REQUIREMENTS
ZONING-C-1

FRONT SETBACK (NORTH) MLK AVE. 50'
FRONT SETBACK (EAST) HOLY DR 50'
SIDE SETBACK (SOUTH) 15'
SIDE SETBACK (WEST) 15'

PARKING RATIO					
CLASSIFICATION	RATIO	BUILDING SQ. FT.	MIN. REQUIRED	MAX. ALLOWED	PROVIDED
CONFIDENCE STORE W/ GAS	1 SPACE PER 250 SQ. FT.	4,958 S.F.	20 VEHICLE		
15% INCREASE				21 VEHICLE	
10% INCREASE W/ LIQ				23 VEHICLE	
5% INCREASE W/ TREES				24 VEHICLE	31 VEHICLE

Site Benchmark #1: Flange ball between the "E" & "I" in the word "WELLER" on the fire hydrant located at the Northwest corner of site, being 18.5' from the stop sign, and 14'2" from the south edge of the concrete sidewalk. Elevation=1275.20

Site Benchmark #2: Flange ball between the "E" & "I" in the word "WELLER" on the fire hydrant located 340'3" South of the intersection of North Luther King Ave and NB Avenue, located on the East side of NB Avenue, 10'2" North of a utility pole, and 1'1" West of NB Avenue. Elevation=1275.77

(PER CITY OF FAIRFAX/LEES)

BEFORE OBTAINING A TEMPORARY CERTIFICATE OF OCCUPANCY, THE FOLLOWING ITEMS MUST BE PROVIDED OR APPROVED TO THE SATISFACTION OF THE ENGINEERING DEPARTMENT:

1. THE SUBMITTAL OF THE SITE PLAN, AS SHOWN ON THE COASTAL AND BAY LINES ON THE PLANNING BOARD'S MAP.

2. ONE (1) SET OF AS-BUILT DRAWINGS OF THE COMPLETE PROJECT (EXCLUDING DETAILS).

3. UNIT PRICE CONSTRUCTION COSTS AND A 2 YEAR MAINTENANCE BIDS IN THE AMOUNT OF \$100,000 PER 1,000 SQUARED FEET OF CONCRETE AREA.

4. CERTIFICATION THAT THE STREET, STORM DRAIN, WATER AND SEWER LINES, ETC. WERE INSTALLED FOR IMPROVED PLANTS AND CITY REQUIREMENTS.

5. CERTIFICATION THAT THE DESIGNER RETAINING WALLS WERE INSTALLED FOR APPROVED AND ACCEPTED RETAINING WALL REQUIREMENTS.

6. CROSS SECTIONS, VOLUME CALCULATIONS AND CERTIFICATION RETENTION/DETENTION PONDS ARE CONSTRUCTED WITH THE APPROVED DRAINAGE PLAN.

7. SURVEYOR'S CERTIFICATION OF COMPLIANCE.

8. THE FINAL GRADING, DRAINAGE AND HARD COPY AND IN PDF FORMAT.

9. CONTRACTOR TO CONTACT CHUCK BETHUNE/DAVITA ADMINISTRATION (555-8281) AND REQUEST AN INSPECTION PRIOR TO POURING ANY CONCRETE OR DRIVELAY IN THE RIGHT-OF-WAY.

(PER THE CITY OF FAIRFAX/LEES)

DATE: 02/16/2016

TIME: 10:46:58 (Z, 2:44 AC)

SITE INFO:

PROPOSED:

BUILDING:	0.00	0.00	0.00
SEALING:	22.274	10.00	32.85
PAVING:	0.00	0.00	0.00
PERMITS:	8.572	10.00	79.18

PROPOSED:

SEALING:	4.055	10.11	4.35
PAVING:	4.055	10.11	4.35
PERMITS:	4.055	10.11	4.35

SITE PLAN B

DRAWN BY:
 R. HALDER
 SCALE:
 1"=30'-0"
 DATE:
 11-28-11
 DRAWING SHEET:
 5 OF 12

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Chris Brown, City Engineer *CB*

Date: March 20, 2012

Subject: LSD 11-3966 Kum and Go Appeal Reconsideration

On January 17, 2012, the City Council passed Resolution 25-12 granting the appeal of Kum and Go, L.C. and allowing a left-in access to its proposed gas station and convenience store at the southwest corner of Hill Avenue and Martin Luther King Blvd. (Highway 180), with the stipulation that a concrete median be constructed near the centerline of Hwy 180, from Hill Avenue to the proposed driveway. This median was to provide a barrier between vehicles entering the left turn lane at Hill Avenue and those entering the proposed Kum and Go driveway.

The proposed median design was submitted by CEI Engineering Associates to the Arkansas State Highway and Transportation Department (AHTD) for permitting review. The Mayor also submitted a letter of support for the median proposal, a copy of which is included in this report. On March 8, 2012, AHTD's response indicating that a median would not be permitted was received. Therefore, as provided by Resolution 25-12, Kum and Go has submitted a request for reconsideration of the Council's decision, to remove the requirement for construction of a median.

Existing striping on Highway 180 consists of typical 2-way left-turn striping in the center lane, up to approximately 190 feet from the intersection with Hill Avenue. At this point, the center yellow striping is discontinued for eastbound traffic in favor of an approximately 90 foot long "break" in the striping, and a 100 foot long white line indicating a dedicated left turn lane at Hill Avenue. For westbound traffic, a double yellow line adjacent to the dedicated left turn lane is in place, then beyond the dedicated left turn lane, typical two way left turn lane striping begins.

As stated in previous correspondence to the City Council, staff has concerns that existing striping will not adequately separate the turning movements at Hill Avenue and the proposed driveway, creating a potential for head-on collisions. The median was recommended by staff as the best option for creating the necessary separation between turning movements, by creating a physical barrier between the two movements. However, recognizing the denial of the median proposal by the AHTD, staff recommends the second best option, consisting of double yellow striping with raised, reflectorized pavement markers in generally the same location as the median was proposed, as depicted in Site Plan "A" submitted by CEI Engineering Associates. White lines for the left turn stacking bays at Hill Avenue and at the driveway would also be required.

It should be noted that this striping reconfiguration will require AHTD approval as well. AHTD has informally provided feedback that they do not believe striping reconfigurations will be effective or properly enforced; however,

it is my opinion that additional double yellow striping be more effective than doing nothing. It is also my opinion that that allowing a driveway with left turn access at the proposed location without striping improvements will create a dangerous situation.

Therefore, it is recommended that striping improvements be a condition of approval of this request. Improvements as described in this memo are recommended; however, the extent and ultimate design of the striping must be in accordance with AHTD permitting requirements. Staff will continue to work with Kum and Go to develop striping plans that can be permitted by AHTD.

RESOLUTION NO. 25-12

**A RESOLUTION TO GRANT THE APPEAL OF KUM & GO, L.C. AND TO
AMEND AND APPROVE ITS LARGE SCALE DEVELOPMENT TO AGREE
WITH 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, but adds the condition that Kum & Go, Inc. must construct and pay for a median in Martin Luther King, Jr. Boulevard as shown in Site Plan F "Median Concept", and amends and approves the Large Scale Development plat to conform with the plat submitted by Kum & Go, L.C. as Site Plan F as further amended as shown by the site Plan F with "Median Concept" in red (both 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.

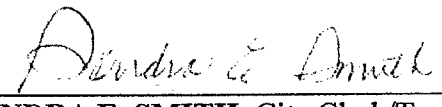
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby grants Kum & Go, L.C. the right to bring this LSD 11-3966 back to the City Council by giving written notice to the City Clerk within 10 days of its receipt of a decision by the Arkansas Highway and Transportation Department to deny construction of the median for further consideration by the City Council.

PASSED and APPROVED this 17th day of January, 2012.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer





www.accessfayetteville.org

C. 4
THE CITY OF FAYETTEVILLE, ARKANSAS, L.C.
ADMINISTRATION of 12
113 West Mountain
Fayetteville, AR 72701
P (479) 575-8330 F (479) 575-8257

February 10, 2012

Mr. Joe Shipman, P.E.
District 4 Engineer
Arkansas State Highway and Transportation Department
P.O. Box 1424
Fort Smith, AR 72902-1424

Re: Permit Request by Kum and Go for
Improvements to Highway 180 at Hill Avenue in Fayetteville

Dear Mr. Shipman:

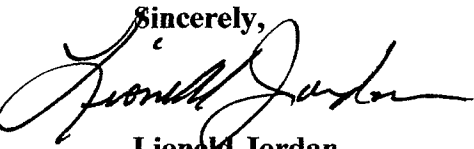
This letter is in support of the request by Kum and Go, L.C. for a permit to construct a new driveway on Highway 180 just west of Hill Avenue in Fayetteville for a proposed Kum and Go Convenience Store and Fueling Station. The request also includes construction of a center median on Highway 180 that is intended to separate vehicles making left turns at Hill Avenue from those making left turns at the proposed driveway.

The Fayetteville City Council recently reviewed an appeal from Kum and Go, L.C. to allow a variance from the City's Access Management Ordinance, which requires properties on corner lots to have their access on the lower classification street. The Fayetteville Planning Commission originally approved a variance to allow a driveway on Highway 180, with the provision that the driveway be constructed to allow only right turns. On appeal, the City Council added allowance of a left turn into the driveway, with the stipulation that a center median be constructed from Hill Avenue to the proposed driveway to separate left turn movements at Hill Avenue and the driveway.

Safety concerns in this area include the proximity of the Fayetteville High School and the University of Arkansas, and the high volume of high school and college age drivers using the Highway 180/Hill Avenue Intersection. The provision for the median was a compromise recommendation by my staff that allows the proposed business to have left turns into their property, but maximizes safety and greatly reduces the possibility of serious accidents caused by conflicting left turn movements into the driveway and onto Hill Avenue. I have attached Resolution 25-12 passed by the City Council on this matter, and wish to express my support for this design alternative.

If you would like to discuss this request further, or have any concerns with the proposed design, please don't hesitate to contact me.

Sincerely,



Lioneld Jordan
Mayor

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
April 3, 2012**

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

Agenda Additions:

A. Consent:

1. ✓ Approval of the March 20, 2012 City Council meeting minutes.
2. ✓ **McClelland Consulting Engineers, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the agreement with the McClelland Consulting Engineers, Inc. for airport engineering services.
3. ✓ **Keeling Company:** A resolution authorizing purchase of an additional two (2) irrigation wheels from Keeling Company in the amount of \$77,333.34, pursuant to Bid #11-71, for effluent irrigation to hay fields.

4. **Crafton Tull & Associates:** A resolution approving a contract with Crafton Tull & Associates in an amount not to exceed \$120,000.00 for engineering services to design water and sewer creek crossing repairs related to Spring 2011 floods, approving a project contingency of \$6,000.00, and approving a budget adjustment.
5. **Bid #12-14 Heckathorn Construction Company:** A resolution awarding Bid #12-14 and approving a contract with Heckathorn Construction Company in the amount of \$42,421.00 for the structural repair of three storm damaged structures at the biosolids management site.
6. **Environmental Consulting Operations, Inc. Amendment No. 6:** A resolution approving Amendment No. 6 to the Engineering Contract with Environmental Consulting Operations, Inc. in the amount of \$42,660.00 for pipeline stormwater, wetlands, and environmental issues and 2012 wetland site maintenance and reporting.
7. **IES Interactive Training USA:** A resolution approving an agreement with IES Interactive Training USA in the amount of \$28,462.90, pursuant to a federal procurement agreement with the General Services Administration, for the purchase of a Use of Force Simulator for the Police Department.

B. Unfinished Business:

1. **Amend Chapter 151 Definition of "Family":** An ordinance to amend the definition of "Family" found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. *This ordinance was left on the First Reading at the February 7, 2012 City Council meeting. This ordinance was left on the Second Reading at the February 21, 2012 City Council meeting. This ordinance was left on the Third Reading and tabled at the March 6, 2012 City Council meeting. This item was removed from the table at the March 20, 2012 City Council meeting and placed on the April 3, 2012 City Council agenda.*

Left on the Third Reading

2. **RZN 12-4028 (1400 and 1500 Blocks of N. Desoto Pl./Abshier Heights):** An ordinance rezoning that property described in rezoning petition RZN 12-4028, for approximately 2.18 acres, located at 1400 and 1500 Block of North Desoto Place (Track "A" of Abshier Heights) from R-PZD, Residential Planned Zoning District R-PZD 06-1883 to RSF-8, Residential Single-Family, 8 units per acre. *This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.*

Left on the First Reading

3. **ADM 12-4029 (Abshier Heights R-PZD Modification No. 4):** An ordinance amending a residential planned zoning district entitled R-PZD 06-1883, Abshier Heights, located at the northwest corner of Abshier Drive and Hillcrest Avenue, containing approximately 4.11 acres, to reflect revised architectural standards as described and depicted herein. *This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.*

Left on the First Reading

C. New Business:

- ✓ **1. Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$45,969.00 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.
- ✓ **2. RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance.
- ✓ **3. Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District.
- ✓ **4. Kum & Go, L.C.:** A resolution to grant the appeal of Kum & Go, L.C. and to amend and approve its large scale development to agree with the plat submitted with its appeal letter.

D. City Council Agenda Session Presentations:

- ✓ **1. City's Annual Stormwater Education Program - Katie Teague**

City Council Tour:

Announcements:

Adjournment:

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Pre Agenda Meeting 3/21/12

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
April 3, 2012**

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

Agenda Additions:

A. Consent:

1. Approval of the March 20, 2012 City Council meeting minutes.
- ✓ 2. **McClelland Consulting Engineers, Inc. Amendment No. 1:** A resolution approving Amendment No. 1 to the agreement with the McClelland Consulting Engineers, Inc. for airport engineering services.
- ✓ 3. **Keeling Company:** A resolution authorizing purchase of an additional two (2) irrigation wheels from Keeling Company in the amount of \$77,333.34, pursuant to Bid #11-71, for effluent irrigation to hay fields.

- ✓ 4. **Crafton Tull & Associates:** A resolution approving a contract with Crafton Tull & Associates in an amount not to exceed \$120,000.00 for engineering services to design water and sewer creek crossing repairs related to Spring 2011 floods, approving a project contingency of \$6,000.00, and approving a budget adjustment.
- ✓ 5. **Bid #12-14 Heckathorn Construction Company:** A resolution awarding Bid #12-14 and approving a contract with Heckathorn Construction Company in the amount of \$42,421.00 for the structural repair of three storm damaged structures at the biosolids management site.
- ✓ 6. **Environmental Consulting Operations, Inc. Amendment No. 6:** A resolution approving Amendment No. 6 to the Engineering Contract with Environmental Consulting Operations, Inc. in the amount of \$42,660.00 for pipeline stormwater, wetlands, and environmental issues and 2012 wetland site maintenance and reporting.
- ✓ 7. **IES Interactive Training USA:** A resolution approving an agreement with IES Interactive Training USA in the amount of \$28,462.90, pursuant to a federal procurement agreement with the General Services Administration, for the purchase of a Use of Force Simulator for the Police Department.

8. **Police Department Policies:** A resolution approving Fayetteville Police Department policies 1.2.1 Limits of Authority, 1.3.1 Use of Force, 12.1.1 Direction, 12.2.1 Policies, Procedures and Rules Development and Review Procedures, 26.1.2 Harassment and Discrimination in the Workplace, 41.1.1 Patrol, 42.2.1 Criminal Investigation, 41.2.11 Use of Department Vehicles, 44.1.1 Juvenile Operations, 61.1 Traffic Enforcement, 6.1.11 DWI, DUI, and 61.3 Traffic Direction and Control.

B. Unfinished Business:

- ✓ 1. **Amend Chapter 151 Definition of "Family":** An ordinance to amend the definition of "Family" found in Chapter 151 Definitions of the Unified Development Code to allow the City Council to authorize up to five (5) unrelated persons in some units of a Planned Zoning District. *This ordinance was left on the First Reading at the February 7, 2012 City Council meeting. This ordinance was left on the Second Reading at the February 21, 2012 City Council meeting. This ordinance was left on the Third Reading and tabled at the March 6, 2012 City Council meeting. This item was removed from the table at the March 20, 2012 City Council meeting and placed on the April 3, 2012 City Council agenda.*

Left on the Third Reading

- ✓ 2. **RZN 12-4028 (1400 and 1500 Blocks of N. Desoto Pl./Abshier Heights):** An ordinance rezoning that property described in rezoning petition RZN 12-4028, for approximately 2.18 acres, located at 1400 and 1500 Block of North Desoto Place (Track "A" of Abshier Heights) from R-PZD, Residential Planned Zoning District R-PZD 06-1883 to RSF-8, Residential Single-Family, 8 units per acre. *This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.*

Left on the First Reading

3. **ADM 12-4029 (Abshier Heights R-PZD Modification No. 4):** An ordinance amending a residential planned zoning district entitled R-PZD 06-1883, Abshier Heights, located at the northwest corner of Abshier Drive and Hillcrest Avenue, containing approximately 4.11 acres, to reflect revised architectural standards as described and depicted herein. *This ordinance was left on the First Reading at the March 20, 2012 City Council meeting.*

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C. New Business:

- ✓ 1. **Regional Urban Stormwater Education Program:** An ordinance waiving the requirements of formal competitive bidding and approving a memorandum of Understanding with the MS4 Jurisdictions and the Northwest Arkansas Regional Planning Commission in the amount of \$45,969.00 for the Regional Urban Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.
- ✓ 2. **RZN 12-4042 (1700 Old Wire Road/Cooper and Williams):** An ordinance rezoning that property described in rezoning petition RZN 12-4042, for approximately 4.90 acres, located at 1700 Old Wire Road from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance.
3. **Amend Chapter 161 (ADM 12-4085 Zoning Regulations/RMF-24 Setbacks):** An ordinance to Amend §161.14 District RMF-24 by repealing the separate setbacks for multi-family structures built within the Hillside/Hilltop Overlay District.
4. **Kum & Go:** Reconsideration of the Kum & Go appeal.

D. City Council Agenda Session Presentations:

- ① City's Annual Stormwater Education Program - Katie Teague Tentative waiting on confirmation from Don/Mayor

OK per Don

City Council Tour:

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Approved at City Council
Meeting 4-3-12

FAYETTEVILLE HOUSING AUTHORITY

#1 North School Ave.

Fayetteville, AR 72701-5928

PH: (479) 521-3850 FAX: (479) 442-6771

E-MAIL: fayettevilleha@moregti.net

April 2, 2012

Mayor Lioneld Jordan &
Fayetteville City Council Members
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Lioneld Jordan & Fayetteville City Council Members:

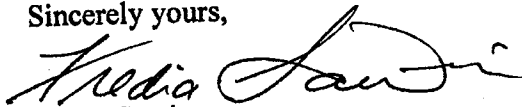
This letter is to confirm that the Fayetteville Housing Authority's Board has elected a new commissioner at its March 29th, 2012, Regular Board Meeting.

The new Commissioner for the Fayetteville Housing Authority Board is Jon Edwards. Jon Edwards was appointed to serve from March 29, 2012 to December 28, 2013. He is filling an unexpired term that will end on December 28, 2013.

The Fayetteville Housing Authority Board requests that this newly elected commissioner, Jon Edwards, be placed on the next City Council Meeting Agenda to be formally confirmed by the municipality's governing body in accordance with the Arkansas State Statue #14-169-208.

If you have any questions, please feel free to call or e-mail.

Sincerely yours,


Fredia Sawin
Executive Director

fs

*Approved at City Council
Meeting 4-3-12*

Nominating Committee Report

Meeting: Wednesday, March 14, 2012

City Hall, Room 326, 4:00 p.m.

Members Present – Adella Gray, Bobby Ferrell, Rhonda Adams, and Mark Kinion

The Committee recommends the following candidates for appointment:

Civil Service Commission

- Michael Ferguson – One Term Ending 03/31/18

Housing Authority Board of Commissioners

- Jon Edwards – One Unexpired Term Ending 12/28/13