

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
June 19, 2012**

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

Agenda Additions:

A. Consent:

1. Approval of the June 5, 2012 City Council meeting minutes.
2. **MailCo, Inc.:** A resolution to approve a contract with MailCo, Inc. for one year's mailing services at an approximate cost of \$246,072.51 with an option to renew the contract for another four years.

3. **Bid #12-42 RP Power, LLC:** A resolution awarding Bid #12-42 and authorizing the purchase of one (1) power generator from RP Power, LLC in the total amount of \$69,712.43 for use at the Owl Creek lift station, and approving a budget adjustment.
4. **Bid #12-44 Heavy Constructors of Arkansas, LLC & General Trucking Solutions, LLC:** A resolution awarding Bid #12-44 and authorizing the purchase of topsoil from Heavy Constructors of Arkansas, LLC as a primary supplier and General Trucking Solutions, LLC as a secondary supplier, for the unit prices stated, as needed through the end of calendar year 2012.
5. **Bid #12-45 Scurlock Industries & Neenah Foundry Company:** A resolution awarding Bid #12-45 and authorizing the purchase of tree grates from Scurlock Industries as a primary supplier and Neenah Foundry Company as a secondary supplier for the unit prices stated, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2012.
6. **Arkansas Air and Military Museum, Inc.:** A resolution approving a lease agreement with Arkansas Air and Military Museum, Inc. for facilities at 4290 S. School Avenue and 4360 S. School Avenue to provide an air museum at Fayetteville Executive Airport-Drake Field.
7. **Bid #12-46 Pavement Maintenance Unlimited, LLC:** A resolution awarding Bid #12-46 and authorizing a contract with Pavement Maintenance Unlimited, LLC for pavement rehabilitation and re-marking at Fayetteville Executive Airport-Drake Field in the amount of \$99,190.00, approving Change Order No. 1 to the contract in the amount of \$22,050.00, both contingent upon the receipt of grant funding, authorizing acceptance of grant funding to fund ninety-five percent (95%) of the project, approving a project contingency in the amount of \$7,012.00, and approving a budget adjustment.
8. **Bid #12-52 Electrical Resources, Inc. DBA Milford Sign Co.:** A resolution awarding Bid #12-52 and approving a contract with Electrical Resources, Inc. DBA Milford Sign Co. in the amount of \$20,910.00 for the construction of park entry signs, and approving a ten percent (10%) project contingency.
9. **MSI Consulting Group, LLC:** A resolution approving a software license and lease contract amendment with MSI Consulting Group, LLC to provide access to twenty-six (26) users to the Virtual Justice Comprehensive Case Management System at a rate of \$1,700.00 per month, plus applicable taxes.
10. **Ranger's Pantry Pet Food Bank Grant Acceptance:** A resolution to accept a generous grant in the amount of \$2,000.00 from the American Society for the Prevention of Cruelty to Animals for the Ranger's Pantry Pet Food Bank and to approve a budget adjustment recognizing this revenue.
11. **Ranger's Pantry Pet Food Bank Donation:** A resolution to approve a budget adjustment in the amount of \$1,553.00 and to thank our generous citizens for donating to the Ranger's Pantry Pet Food Bank.
12. **Community Development Block Grant:** A resolution to approve a budget adjustment in the amount of \$5,518.00 to recognize Community Development Block Grant program income received from a lien payoff.

- 13. RFP #12-02 Cox Arkansas Telecom, LLC DBA Cox Business:** A resolution awarding RFP #12-02 and approving a contract for a period of three years, with two one-year automatic renewal options, with Cox Arkansas Telecom, LLC DBA Cox Business in an annual amount of \$197,036.40 (subject to a \$7,000.00 credit in year one), and for the optional modification and/or expansion costs and long distance charges quoted, for City Telecommunications Services.
- 14. Bid #12-43 Edwards Design & Construction, Inc.:** A resolution awarding Bid #12-43 and approving a contract with Edwards Design & Construction, Inc. in the amount of \$1,589,482.00 for relocation and improvement of water and sewer lines near Arkansas State Highway 16 (Huntsville Road), approving a project contingency of five percent (5%), and approving a budget adjustment.

B. Unfinished Business:

- 1. RZN 12-4077 Halsell Road/Pratt Place Inn Appeal:** An ordinance rezoning that property described in rezoning petition RZN 12-4077, for approximately 2.37 acres, located on Halsell Road from C-PZD, Commercial Planned Zoning District, to RSF-4, Residential Single-Family, 4 units per acre, subject to the offered Bill of Assurance. ***This ordinance was left on the Second Reading at May 15, 2012 City Council meeting. This ordinance was left on the Third Reading at June 05, 2012 City Council meeting. This ordinance was Tabled at the June 05, 2012 City Council meeting to the June 19, 2012 City Council meeting.***

Left on the Third Reading

- 2. Proposed 2013-2017 Five-Year Capital Improvements Plan:** A resolution adopting the 2013-2017 Five-Year Capital Improvements Plan. ***This resolution was tabled at the June 05, 2012 City Council meeting to the June 19, 2012 City Council meeting.***
- 3. Amend §173.08 Arkansas Energy Code:** An ordinance to amend §173.08 Arkansas Energy Code of the building regulations chapter of the U.D.C. to adopt the 2009 Residential International Energy Efficiency Code, with amendments herein. ***This ordinance was left on the First Reading at the June 05, 2012 City Council meeting.***

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- 4. RZN 12-4108 (4847 W. Wedington Dr./Bank of Wynne):** An ordinance revoking R-PZD 07-2576 (Woodstock) and rezoning that property described in rezoning petition RZN 12-4108, for approximately 31.68 acres, located at 4847 West Wedington Drive from R-PZD, Residential Planned Zoning District 07-2576, to R-A, Residential Agricultural. ***This ordinance was left on the First Reading at the June 05, 2012 City Council meeting.***

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5. **R-PZD 12-4079 (N.W. Corner of W. Cleveland St. & Hall Ave./Project Cleveland):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4079, Project Cleveland, located at the northwest corner of West Cleveland Street and Hall Avenue; containing approximately 2.71 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan. ***This ordinance was left on the First Reading at the June 05, 2012 City Council meeting.***

Left on the First Reading

C. New Business:

1. **Bid Waiver for Truck Hauling Services:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of truck hauling services through a quote process when purchase through Bid #12-06 as awarded by Resolution No. 21-12 is not available.

City Council Tour:

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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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.

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City Council Meeting
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C. New Business: None

D. City Council Agenda Session Presentations:

1. **Animal Shelter Presentation – Yolanda Fields and Justine Middleton**
2. **Parking Deck Project Update – David Jurgens**

City Council Tour:

Announcements:

Adjournment:

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City of Fayetteville Staff Review Form

A. 2
MailCo, Inc.
Page 1 of 22City Council Agenda Items
and
Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
Agenda Items Only

Rainy Laycox

Submitted By

Billing & Collections

Division

Finance

Department

Action Required:

Awardig Bid 12-21, Mailing Services to **MailCo USA, Inc.** for a period of one (1) year with an option for four (4) automatic annual renewals for a total possible contract term of five (5) years based on the prices presented.

\$246,072.51

Cost of this request
5400-1810-5305.00

5500-5000.5305.00

Account Number

Project Number

\$241,000.00

\$146,600.00

Category / Project Budget

\$46,097.10

\$30,156.01

Funds Used to Date

\$311,346.89

Remaining Balance

Services and Charges

Program Category / Project Name

Billing & Collections/SW Admin

Program / Project Category Name

Water & Sewer /Solid Waste

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

6-1-2012

Date

Previous Ordinance or Resolution #

127-04

Original Contract Date:

9/7/2004

City Attorney

6-4-2012

Date

Original Contract Number:

Finance and Internal Services Director

6-4-2012

Date

Received in City 06-01-12 P03:40 RCVD
Clerk's Office

Chief of Staff

6-4-12

Date

Received in
Mayor's Office

Mayor

6/4/12

Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan

Thru: Paul Becker, Finance Director

From: Rainy Laycox, Billing & Collections Manager *RL*

Date: June 01, 2012

Subject: Resolution approving a contract with Mailco USA, Inc. based on Bid 12-21

RECOMMENDATION:

Administration recommends approval of the resolution and contract awarding to Mailco USA, Inc for mail processing for the City of Fayetteville for a period of one (1) year with an option for four (4) automatic annual renewals for a total possible contract term of five (5) years based on the prices detailed in Bid 12-21

BUDGET IMPACT:

At this time it is anticipated that costs will not exceed budgeted amounts for 2012 provided there are no unforeseen U S Postal Service rate increases for the remainder of said year.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH MAILCO, INC. FOR ONE YEAR'S MAILING SERVICES AT AN APPROXIMATE COST OF \$246,072.51 WITH AN OPTION TO RENEW THE CONTRACT FOR ANOTHER FOUR YEARS

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 MailCo, Inc. for one year's mailing services at an approximate cost of \$246,072.51 with an option to renew the contract for another four years.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



A. 2
MailCo, Inc.
Page 4 of 22
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 12-21, Mailing Services

DEADLINE: Wednesday, May, 30, 2012 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, CPPO

DATE OF ISSUE AND ADVERTISEMENT: Thursday, May 10, 2012

INVITATION TO BID **Bid 12-21, Mailing Services**

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the bid number, bid description, and 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: MailCo USA Inc

Contact Person: Kathy Ferguson

Title: President

E-Mail: kferguson@mailcousa.com

Phone: 479-521-6245

Business Address: 3186 S School Ave

City: Fayetteville

State: AR

Zip: 72701-7935

Signature: Kathy Ferguson

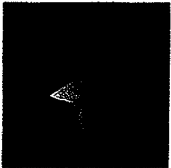
Date: 05/29/12



**There is a better way
to send your mail.**

MAILCO USA OFFERS YOU...MORE THAN MAIL

Company History and Overview



MailCo USA Inc. was established on July 1, 1988 by Robert C. Susong. Mr. Susong had just retired as United States Postmaster in Fayetteville after more than 33 years of service. He was joined by his daughter, Kathy D. Ferguson, in 1989 and together they owned and operated the firm. After graduating from college in 2005, Mrs. Ferguson's daughter, Sarah Bailey, and son-in-law, Justin Bailey, also joined the family business.



MailCo USA Inc. has provided complete mailroom services for both large and small firms and organizations throughout Northwest Arkansas since 1988. MailCo USA was the first "presort bureau" available to companies in this region, allowing them to mail at discounted rates with an increase in efficiency and speed of service. MailCo USA has closely partnered with the United States Postal Service for many years to provide quality service for area companies, churches, and individuals. Wal-Mart, PAM Transport, Bank of Fayetteville, Washington Regional Medical Center, City of Fayetteville, Fayetteville Chamber of Commerce, University of Arkansas Mailing Services, Fayetteville Public Library, Fayetteville Public Schools, Razorback Foundation and the Walton Arts Center are just a few of the several hundred customers we serve daily.

MailCo has been providing daily mail processing services to the City of Fayetteville since 1990.

*****Current daily customer base serving is 215 with an average monthly volume of 2.25+ million (70% 1st class, 30% presort standard).*****



13 Daily Routes include:

- Fayetteville
- Fort Smith/Van Buren
- Springdale
- Bentonville
- Rogers
- Eureka Springs
- Bella Vista
- University of Arkansas
- Siloam Springs
- On-Call

MailCo USA's success can be measured by:

- Our phenomenal growth and expansion over the last 20+ years.
- The longevity and trust of our customer base: Customer Service.
- The amount of monies and time we have contributed back to Northwest Arkansas and surrounding areas.

MailCo USA donates \$50,000 to \$75,000 to local non-profits via services and/or cash donations every year.

Equipment Profile

MailCo USA has the equipment and technology to handle any size and type of job. **Onsite equipment include(s)*:**



- Lockheed Martin/PTI Multi-line Character Reader/Barcode Sorter which barcodes and sorts lettersize mail (Bulk or 1st Class) at speeds between 25,000 to 40,000 pieces per hour. It is equipped with a licensed US Postal Service FastForward system, which forwards mail directly to customers who have moved and filed a change of address with the USPS. This system meets all USPS address verification requirements. Our system also operates the full service intelligent mail barcode offering further postage discounts and mail tracking capabilities. **We are the ONLY company in Northwest Arkansas using this sophisticated system incorporating the latest in USPS technology.**
- One Connect Plus Pitney Bowes Postage Digital Meter Machine.
- Five DM1000 Pitney Bowes Postage Digital Meter Machines.
- Two DM800 Pitney Bowes Postage Digital Meter Machines.
- One Pitney Bowes 8 Series Console Inserter with 1 Dual-Accumulation Sheet Feeder and 5 Insert Stations with Scanning Capabilities.
- One Pitney Bowes 7 Series Console Inserter with 1 Sheet Feeder and 4 Insert Stations with Scanning Capabilities.
- Two Pitney Bowes 1863 Tabletop Folder.
- One Baum Ultra-fold XLT Tabletop Folder.
- Two Pitney Bowes W990 Inkjetting System with drier and color/imaging capabilities.
- One Xerox 4110 High Speed Laser Printer/Scanner with document finishing capabilities.
- One Xerox 4127 High Speed Laser Printer/Scanner with document finishing capabilities.
- One Xerox Docucolor 260 High Speed Color Laser Printer/Scanner with document finishing capabilities.
- One Sharp AR-450 High Speed Laser Printer with document finishing capabilities.
- One Ricoh 1107 High Speed Laser Printer with document finishing capabilities.
- One Dell Server for Document Processing.
- Two Pitney Bowes SmartMailer Software for Cass Certification, presorting, postal coding, barcoding, and address standardization.
- One Pitney Bowes Flat sorter is a EZ Flat with RAF (Relative Aperture Focus) Smart Match
- One Hasler HT 25 Dual-Head Tabber
- One Rena XPS Protab Tabber
- One P-625 Samuel Strapping System
- One Accufast Wafer-Seal Tabbng Machine.
- One Pitney Bowes DP40S Color Printer
- Two Pitney Bowes Business Manager software system



Support Staff

7 Barcode Operators
12 Meter Operators
13 Route Drivers covering 13 Daily Routes across NW Arkansas
2 HR/Accounting Personnel

Extended Mailing Services Provided:

- Presort Bureau
 - FastForward - Address Changes Returned via Upload
 - Full-Service Intelligent Mail Barcode (Mail Tracking)
- Bulk Mail Services
 - NCOA Move Compliance
 - Duplicate Detection (No Charge)
 - List Management (No Charge)
 - List Services (Specialty, Routes, Demographics)
- Lettershop
 - Statement Setup and Creation (No Charge)
 - Mail Merge
 - Fold/insert/inkjet address/label
 - Print invoices, statements, flyers, postcards, envelopes
- See Business Services Flyer

Value-Add and Professional Services:

- Courier Services
- Volumes and Footprint with Larger Customer Base
- Print On-Demand (Threshold driven)
- Marketing and Advertising – Direct Mail, etc.
- Compliance

Assisting All Areas of the Business

MailCo USA concerns itself with researching every customer's extended needs to reduce mailing costs throughout their organization. We also cost allocate to the different departments daily/monthly/yearly to anticipate budgets for the upcoming year.

Real-Time Transactional Accounting Accrual – Pitney Bowes Business Manager Benefits:

- Manage accounts across the enterprise.
- Monitor and consolidate data from multiple systems at multiple sites.
- Track postal and shipping costs in real-time for an unlimited number of accounts.
- Use data management tools to analyze expenditures and highlight potential cost reductions.

Customer Base:

- Corporations
- City and County Governments
- Universities, Schools, Non-Profits
- Banks and Statement Processing (Red Flag Compliance)
- Hospitals/Medical Clinics and Statement Processing (HIPAA Compliance)
- Marketing and Advertising
- Benefits and Legal Departments
- And more...

Disaster Recovery Program: Wal-Mart PMDC

Future of Mail Processing/MailCo USA in providing High Quality Service:

- Online Bill Pay
- Online Account Access and Bill Pay
- Online Job/Project View
- Mail Tracking through IMB

City of Fayetteville
Bid 12-21, Mailing Services
Bid Form

Section A - Utility Bills					
Item #	Description	Estimated Yearly Quantity		UNIT PRICE	TOTAL
1	Monthly Bill	327,000	x	.38	= \$ 124,260.00
2	Shut Off Notice/Past Due	78,000	x	.37	= \$ 28,860.00
3	Bank Draft	87,000	x	.37	= \$ 32,190.00
4	Final Bill	24,000	x	.38	= \$ 9,120.00
5	Collection Letter	9,000	x	.37	= \$ 3,330.00
Section B - Standard Monthly Services					
Item #	Description	Estimated Yearly Quantity		UNIT PRICE	TOTAL
6	Employee Retirement & Savings Statements	2,000	x	.40	= \$ 800.00
7	Arrest Warrants	6,000	x	.37	= \$ 2,220.00
8	Parking Management	6,000	x	.37	= \$ 2,220.00
9	Sex Offender Mailouts	3,000	x	.525	= \$ 1,575.00
10	Trash Sticker Mailouts (newsletter & stickers), single bulk mailing	20,000	x	.259	= \$ 5,180.00
Section C - Daily Mail & Other Services					
Item #	Description	Estimated Yearly Quantity		UNIT PRICE	TOTAL
11	0-2 oz. letter (price per each)	80,000	x	.424	= \$ 33,920.00
12	Postcard	3,000	x	.32	= \$ 960.00
13	0-2 oz. certified with return receipt letter	250	x	5.75	= \$ 1,437.50
14	Courier fee - price per day	252	x	0	= \$ 0
Item #	Description	Quantity		UNIT PRICE	TOTAL
15	Printing Water Bills, 8.5x11 paper, top 1/3 perforated, white paper	445,325	x	.02475	= \$ 11,021.79
16	Printing Past Due Notices, 8.5x11 paper, top 1/3 perforated, PINK paper	82,359	x	.026	= \$ 2,141.33
Total Base Bid					\$ 259,235.62
All pricing shall reflect one total all inclusive cost, including postage, sorting fees, etc. as described in the bid documents. Prices shall not include printing unless stated. In the event postage costs increase, the per item price increase will only be allowed to reflect the actual postage increase.					
Bid form shall be completed in its entirety. Bidders shall bid on all items in order for bid to be considered.					
Name of Bidder: <u>MailCo. USA Inc.</u>					

By signing the bid form, bidders agree to all terms, clauses, requirements, addenda, etc. listed in this bid document:

*NAME OF FIRM: MailCo USA Inc
Purchase Order(s) and/or Payments shall be issued to this name

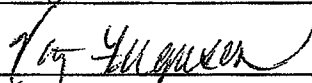
*BUSINESS ADDRESS: 3186 S School Ave

*CITY: Fayetteville *STATE: AR *ZIP: 72701-7935

*PHONE: 479-521-6245 FAX: 479-521-1195

*E-MAIL: kferguson@mailcousa.com

*BY: (PRINTED NAME) Kathy Ferguson

*AUTHORIZED SIGNATURE: 

*TITLE: President

*DOES A CONFLICT OF INTEREST EXITS? (EXPLAIN IF YES): no

*ACKNOWLEDGE ADDENDUM (List each addendum # & date): _____

1) EXECUTION OF BID BY SIGNATURE OF THIS DOCUMENT: Upon signing this Bid, bidder certifies and agrees that:

- a. He/she, as an officer of the organization, or with permission, is duly authorized to certify the information provided herein is accurate and true.
- b. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and all information regarding the articles being bid on.
- c. Unless otherwise noted by the bidder on the bid documents and explained in detail, the item(s) bid and listed shall meet or exceed all requirements presented in the bid package.
- d. The Bidder shall comply with all specifications and requirements for delivery, documentation and support as specified herein.
- e. Bidders are required to indicate by check mark or "Yes/No" on each line, of provided, of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

2) The City of Fayetteville reserves the right to award this bid all, by line item, or none.

3) The City reserves the right to award based on the best interest of the City.

4) Unsigned bids will be rejected. Items marked * on the bid form are mandatory for consideration.

5) By signing this bid form, bidder is providing debarment/suspension certification indicating that they are in compliance with the below Federal Executive Order. Certification shall be completed by signing this bid form.

- a. 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.
- b. Bidder's 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.
- c. NOTICE:

- i. **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.)
- ii. **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.

6) Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

7) Conflict of interest

- a. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall 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.
- b. If 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.
- c. Bidder shall list any conflict on the bid form, as provided above.

City of Fayetteville
Bid 12-21, Mailing Services
Draft Contract

This contract executed this 30th day of May, 2012, between the City of Fayetteville, Arkansas, and MailCo USA Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. MailCo USA 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 12-21 as stated in MailCo USA's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-21, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay MailCo USA Inc based on their bid proposal in an amount not to exceed \$see bid acceptance. 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 MailCo USA consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-21 with the specifications and conditions typed thereon.
 - B. MailCo USA 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 MailCo USA Inc and may be modified only by a duly executed written instrument signed by the City of Fayetteville and MailCo USA Inc.
5. MailCo USA Inc shall not assign its duties under the terms of this agreement.
6. MailCo USA 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 MailCo USA 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. MailCo USA 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, MailCo USA 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.

General Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by MailCo USA Inc.

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

WITNESS OUR HANDS THIS 30th DAY OF May, 2012.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

MailCo USA Inc

CONTRACTOR

BY

Tim Jackson / President
NAME AND TITLE

ATTEST: COMPANY SECRETARY

Sarah Bailey

Sarah Bailey

3186 S School Ave Fayetteville AR 72701-7935
BUSINESS ADDRESS



CERTIFICATE OF LIABILITY INSURANCE

A. 2
MailCo, Inc.

DATE (MM/DD/YYYY)
10/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	PRODUCER Larry Bittle Insurance Agency Inc 2786 N College Ave Ste A Fayetteville AR 72703-3314	CONTACT NAME: Jill Nelson PHONE (A/C No. Ext): 479-521-6505 FAX (A/C No.): 479-521-6570 E-MAIL ADDRESS: jill@larrybittle.com																				
	INSURED Mailco USA Inc 3186 S School Ave Fayetteville AR 72701-7935	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>State Farm Fire and Casualty Company</td><td>26143</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Fire and Casualty Company	26143	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		94-C1-3440-0	07/10/2011	07/10/2012	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$
EACH OCCURRENCE	\$ 1,000,000																									
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																									
MED EXP (Any one person)	\$ 5,000																									
PERSONAL & ADV INJURY	\$ 1,000,000																									
GENERAL AGGREGATE	\$ 2,000,000																									
PRODUCTS - COM/OP AGG	\$ 2,000,000																									
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BODILY INJURY (Per person)	\$																									
BODILY INJURY (Per accident)	\$																									
PROPERTY DAMAGE (Per accident)	\$																									
A	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ 10,000		94-BB-L041-5	12/03/2011	12/03/2012	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000																
EACH OCCURRENCE	\$ 1,000,000																									
AGGREGATE	\$ 1,000,000																									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	94-BE-V137-8	09/05/2011	09/05/2012	<table border="1"><tr><td>☒ WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	☒ WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$												
☒ WC STATUTORY LIMITS	OTH-ER																									
E.L. EACH ACCIDENT	\$																									
E.L. DISEASE - EA EMPLOYEE	\$																									
E.L. DISEASE - POLICY LIMIT	\$																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

mail processing center

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Jill Nelson

MailCo USA

3186 South School Ave
Fayetteville, AR 72701-7935
Phone: 479-521-MAIL (6245)
Fax: 479-521-1195

Sample

Worksheet summary for 1/1/2012 through 1/31/2012

67 - City of Fayetteville

<i>Description</i>	<i>Pieces</i>	<i>Amount</i>
metered	50,208	\$21,556.98
service charge		\$2,008.32
fold/insert1	14,418	\$144.18
fold/insert2	30,049	\$600.98
fold/insert3	444	\$13.32
fold/insert4	58	\$2.32
sex offender	0	\$55.92
ups	5	\$100.55



Sample

Current
Statement

3186 S School Ave
Fayetteville, AR 72701-7935
Phone: (479) 521-MAIL(6245)
Fax: (479)521-1195

Statement Date: Thursday, February 02, 2012
Customer Account Number: 067

City of Fayetteville
Attn: Rainy Laycox
113 W. Mountain St
Fayetteville, AR 72701-6083

Balance Forward: \$21,077.67

WITHDRAWALS:

Date	Pickup Fee	Pieces	Postage	Serv Chg Sort Fee	Business Service	Bus Svc Amount	Total
01/03/2012	\$0.00	103	\$84.56	\$4.12	ups	\$16.21	(\$104.89)
01/04/2012	\$0.00	4,920	\$2,136.39	\$196.80	fold/insert1 fold/insert2	\$84.91	(\$2,418.10)
01/05/2012	\$0.00	1,537	\$660.46	\$61.48	sex offender fold/insert2 fold/insert1	\$34.87	(\$756.81)
01/06/2012	\$0.00	8,580	\$3,463.17	\$343.20	fold/insert2 fold/insert1	\$130.93	(\$3,937.30)
01/09/2012	\$0.00	875	\$447.63	\$35.00	fold/insert1 fold/insert2	\$7.93	(\$490.56)
01/10/2012	\$0.00	1,030	\$473.83	\$41.20	fold/insert1 fold/insert2 ups	\$26.83	(\$541.86)
01/11/2012	\$0.00	5,361	\$2,186.39	\$214.44	fold/insert1 fold/insert2	\$103.15	(\$2,503.98)
01/12/2012	\$0.00	88	\$52.61	\$3.52	ups	\$4.00	(\$60.13)
01/13/2012	\$0.00	5,109	\$2,136.27	\$204.36	fold/insert2 fold/insert1	\$84.99	(\$2,425.62)
01/16/2012	\$0.00	88	\$30.07	\$3.52	fold/insert2	\$0.44	(\$34.03)
01/17/2012	\$0.00	621	\$302.27	\$24.84	fold/insert4 sex offender fold/insert3	\$49.71	(\$376.82)
01/18/2012	\$0.00	3,058	\$1,293.39	\$122.32	fold/insert2 fold/insert3 fold/insert1	\$54.90	(\$1,470.61)
01/19/2012	\$0.00	1,491	\$687.71	\$59.64	fold/insert1 fold/insert2	\$13.91	(\$761.26)
01/20/2012	\$0.00	3,892	\$1,661.19	\$155.68	fold/insert1 fold/insert2	\$51.40	(\$1,868.27)
01/23/2012	\$0.00	73	\$64.50	\$2.92		\$0.00	(\$67.42)
01/24/2012	\$0.00	303	\$163.00	\$12.12	ups fold/insert2	\$23.51	(\$198.63)
01/25/2012	\$0.00	4,374	\$1,810.89	\$174.96	fold/insert1 fold/insert2	\$76.92	(\$2,062.77)
01/26/2012	\$0.00	153	\$118.52	\$6.12	ups	\$40.49	(\$165.13)
01/27/2012	\$0.00	8,290	\$3,587.06	\$331.60	fold/insert2 fold/insert1	\$112.13	(\$4,030.79)
01/30/2012	\$0.00	196	\$130.06	\$7.84		\$0.00	(\$137.90)
01/31/2012	\$0.00	66	\$67.04	\$2.64	fold/insert2	\$0.04	(\$69.72)
Total for Withdrawals:							
	\$0.00	50,208	\$21,556.98	\$2,008.32		\$917.27	(\$24,482.57)

DEPOSITS:

Date	Pickup Fee	Pieces	Postage	Serv Chg Sort Fee	Business Service	Bus Svc Amount	Total
01/04/2012	\$0.00	0	(\$45,000.00)	\$0.00		\$0.00	\$45,000.00
Total for Deposits:							
	\$0.00	0	(\$45,000.00)	\$0.00		\$0.00	\$45,000.00

Balance in your account: \$41,595.10

Thank you! We appreciate your business!

MailCo USA
3186 S School Ave
Fayetteville, AR 72701-7935
479-521-6245

*Rough Sample
Proposed Statement*

Statement Date: 00-00-0000
CUSTOMER ACCOUNT NUMBER: 67
CITY OF FAYETTEVILLE
ATTN: RAINY LAYCOX
113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701-6083

*will show daily and
monthly totals
for each sub account,
i.e. monthly bills,
bank drafts, etc.*

DAILY MAIL:

DATE	PICK UP FEE	PIECES	POSTAGE	SERV CHG	FULL SERVICE	TOTAL
00/00/0000		1	0.35	0.02		0.37

MONTHLY BILLS:

00/00/0000		1			0.38	0.38
------------	--	---	--	--	------	------

SHUT OFF NOTICES:

00/00/0000		1			0.38	0.38
------------	--	---	--	--	------	------

BANK DRAFT:

00/00/0000		1			0.37	0.37
------------	--	---	--	--	------	------

FINAL BILL:

00/00/0000		1			0.37	0.37
------------	--	---	--	--	------	------

ARREST WARRANTS:

00/00/0000		1			0.38	0.38
------------	--	---	--	--	------	------

PARKING MGMT:

00/00/0000		1			0.38	0.38
------------	--	---	--	--	------	------

TOTAL WITHDRAWALS:						2.63
--------------------	--	--	--	--	--	------

TOTAL DEPOSITS:						-2.63
-----------------	--	--	--	--	--	-------

BALANCE IN YOUR ACCOUNT:						0
--------------------------	--	--	--	--	--	---



Bid 12-21, Mailing Services

BID: 12-21
DATE: 05/30/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Data Forms, Inc.					MailCo USA Inc.				
Item #	Description	Estimated Yearly Quantity	UNIT PRICE	TOTAL	Item #	Description	Estimated Yearly Quantity	UNIT PRICE	TOTAL
1	Monthly Bill	327,000	\$ 0.404	\$ 132,108.00	1	Monthly Bill	327,000	\$ 0.38	\$ 124,260.00
2	Shut Off Notice/Past Due	78,000	\$ 0.404	\$ 31,512.00	2	Shut Off Notice/Past Due	78,000	\$ 0.37	\$ 28,860.00
3	Bank Draft	87,000	\$ 0.404	\$ 35,148.00	3	Bank Draft	87,000	\$ 0.37	\$ 32,190.00
4	Final Bill	24,000	\$ 0.404	\$ 9,696.00	4	Final Bill	24,000	\$ 0.38	\$ 9,120.00
5	Collection Letter	9,000	\$ 0.404	\$ 3,636.00	5	Collection Letter	9,000	\$ 0.37	\$ 3,330.00
6	Employee Retirement & Savings Statements	2,000	\$ 0.424	\$ 848.00	6	Employee Retirement & Savings Statements	2,000	\$ 0.40	\$ 800.00
7	Arrest Warrants	6,000	\$ 0.424	\$ 2,544.00	7	Arrest Warrants	6,000	\$ 0.37	\$ 2,220.00
8	Parking Management	6,000	\$ 0.424	\$ 2,544.00	8	Parking Management	6,000	\$ 0.37	\$ 2,220.00
9	Sex Offender Mailouts	3,000	\$ 0.60	\$ 1,800.00	9	Sex Offender Mailouts	3,000	\$ 0.525	\$ 1,575.00
10	Trash Sticker Mailouts (newsletter & stickers), single bulk mailing	20,000	\$ 0.97	\$ 19,400.00	10	Trash Sticker Mailouts (newsletter & stickers), single bulk mailing	20,000	\$ 0.259	\$ 5,180.00
11	0-2 oz. letter (price per each)	80,000	\$ 0.424	\$ 33,920.00	11	0-2 oz. letter (price per each)	80,000	\$ 0.424	\$ 33,920.00
12	Postcard	3,000	\$ 0.30	\$ 900.00	12	Postcard	3,000	\$ 0.32	\$ 960.00
13	0-2 oz. certified with return receipt letter	250	\$ 6.00	\$ 1,500.00	13	0-2 oz. certified with return receipt letter	250	\$ 5.75	\$ 1,437.50
14	Courier fee - price per day	252	NO FEE	\$ -	14	Courier fee - price per day	252	NO FEE	\$ -
15	Printing Water Bills, 8.5x11 paper, top 1/3 perforated, white paper	445,325	\$ 0.02	\$ 8,906.50	15	Printing Water Bills, 8.5x11 paper, top 1/3 perforated, white paper	445,325	\$ 0.02475	\$ 11,021.79
16	Printing Past Due Notices, 8.5x11 paper, top 1/3 perforated, PINK paper	82,359	\$ 0.02	\$ 1,647.18	16	Printing Past Due Notices, 8.5x11 paper, top 1/3 perforated, PINK paper	82,359	\$ 0.026	\$ 2,141.33
Total Base Bid				\$ 288,109.68	Total Base Bid				\$ 269,235.69

\$ 275,556.00

\$ 246,072.51

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

CERTIFIED:

Andrea Foren, CPPB, CPPO

WITNESS

DATE

5/31/12

PAD

PAD

CONTRACT

Reference Bid: Bid 12-21, Mailing Services

Vendor: MailCo USA, Inc.

Terms: One (1) year with 4 (4) automatic annual renewals, total contract option of 5 years

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

1. MailCo USA, 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 12-21 as stated in MailCo USA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-21 all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay MailCo USA, Inc. based on their bid proposal in **amounts not to exceed pricing as stated in Bid 12-21.** In the event of a postage cost increase, the price per item will only be allowed to reflect the actual postage increase cost. 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 MailCo USA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-21 with the specifications and conditions typed thereon including any addendums
 - B. MailCo USA, 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 MailCo USA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and MailCo USA, Inc.
5. MailCo USA, Inc. shall not assign its duties under the terms of this agreement.
6. MailCo USA, 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 MailCo USA, 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. MailCo USA, 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, MailCo USA, 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.

General Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by MailCo USA, Inc.

8. MailCo USA, 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 MailCo USA, Inc. with 30 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.

MAILCO USA, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: Kathy D. Ferguson
Kathy D. Ferguson Pres.
Printed Name & Title

LIONELD JORDAN, Mayor

ATTEST:

ATTEST:

June Bailey
Company Secretary
3186 S School Ave
Business Address

Sondra Smith, City Clerk

Date Signed: _____

Fayetteville, AR 72701
City, State & Zip Code

Date Signed: 6-7-12

City Council Agenda Items
and
Contracts, Leases or Agreements

19-Jun-12

City Council Meeting Date
Agenda Items Only

David Jurgens

Water and Sewer

Utilities

Submitted By

Division

Department

Action Required:

Approval of the purchase of one (1) power generator for the Owl Creek Lift Station (LS #22) from RP Power, LLC. for \$63,810.00, plus sales tax of \$5,902.43 for a total of \$69,712.43, in accordance with Bid 12-42.

\$ 69,713

Cost of this request

\$ 186,410

Category / Project Budget

WWTP Upgrade/Replace Lift Stations

Program Category / Project Name

5400.5800.5801.00

Account Number

\$ -

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

02068-1

Project Number

\$ 186,410

Remaining Balance

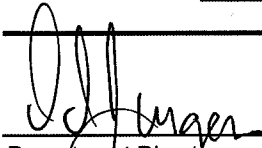
Water/Sewer

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

 Department Director
25 May 12
Date

Previous Ordinance or Resolution #

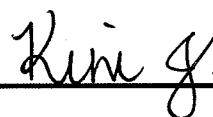
Original Contract Date:


 City Attorney
5-29-12
Date

Original Contract Number:


 Finance and Internal Services Director
5-29-2012
DateReceived in City
Clerk's Office

05-25-12 P03:26 RCVD



 Chief of Staff
5-29-12
DateReceived in
Mayor's Office

 Mayor
5/29/12
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: May 25, 2012

Subject: Purchase of a backup power generator for the Owl Creek sewer pump station, from RP Power, LLC.

RECOMMENDATION

Staff recommends approval of the purchase of a replacement back up power generator for the Owl Creek lift station from RP Power, LLC. for \$63,810.00 plus sales tax, Bid 12-42.

BACKGROUND

The existing back up power generator was installed in January 2000. This generator experienced a critical failure and the unit's original equipment manufacturer is no longer in business. The exciter, which controls the magnetic field and controls the power output in the generator system, failed and the parts to replace the exciter are no longer available. The repairs would entail removing and modifying the body of the generator at an approximate cost of nearly \$20,000, and would create unpredictable risks that associated with the major modification of the generator.

The Owl Creek lift station pumps approximately 260,000 gallons a day of wastewater from the west side of Fayetteville. The backup generator is required by our NPDES permit, and provides the critical back up during power outage episodes thus preventing possible sewer overflows.

DISCUSSION

The City received eight (8) bids on May 11, 2012. The two lowest bids did not meet the specification on the sound attenuated enclosure (maximum 71 dBA at 7 meters) requirement. RP Power, LLC. submitted the lowest responsive bid meeting the minimum specification requirements. The generator will be installed by City and CH2M Hill staff.

Vendor	Quantity	Price Each	Total Bid Price
Endless Power Corp.	1	\$61,330.00	\$61,330.00
Clifford Power Systems – Option 2	1	\$63,150.00	\$63,150.00
RP Power, LLC.	1	\$63,810.00	\$63,810.00
Clifford Power Systems – Option 1	1	\$65,045.00	\$65,045.00
Taylor Power Systems	1	\$70,287.00	\$70,287.00
Leete Generators	1	\$73,615.00	\$73,615.00
United Engines, LLC.	1	\$74,050.00	\$74,050.00
Cummins Mid-South, LLC.	1	\$94,368.00	\$94,368.00

BUDGET IMPACT

Funds are available in the Wastewater Treatment Plant – Upgrade/Replace Lift Station project, # 02068-1.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-42 AND AUTHORIZING THE PURCHASE OF ONE (1) POWER GENERATOR FROM RP POWER, LLC IN THE TOTAL AMOUNT OF \$69,712.43 FOR USE AT THE OWL CREEK LIFT STATION

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 #12-42 and authorizes the purchase of one (1) power generator from RP Power, LLC in the total amount of \$69,712.43 for use at the Owl Creek lift station.

PASSED and APPROVED this 19th day of June, 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: 5/25/2012	A. 3
P.O Number:	Expected Delivery Date: 6/20/2012	Bid #12-42 RP Power, LLC
Page 4 of 28		

Vendor #:	New Vendor	Vendor Name:	RP Power, LLC		Mail Yes:___ No:___
Address:	7777 North Shore Place		Fob Point:	Taxable Yes: x No:___	Quotes Attached Yes:___ No:___
City:	North Little Rock	State:	AR	Zip Code:	72118
Requester:	Cheryl Partain		Requester's Employee #:	2548	Extension: 224
			Ship to code:	Divison Head Approval:	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Back up power generator for the Owl Creek Lift Station	1	Unit	63,810.00	63,810.00	5400.5800.5801.00	02068.1		
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				

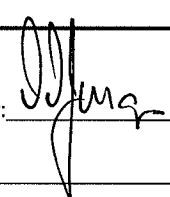
Special Instructions:

Per Bid 12-42

Subtotal: \$63,810.00
Tax: \$5,902.43
Total: \$69,712.43

Approvals:

Mayor: _____

Department Director: 

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____



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 12-42, Generator

DEADLINE: Friday, May 11, 2012 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren Rasco, CPPB, CPPO, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Saturday, April 21, 2012

INVITATION TO BID **Bid 12-42, Generator**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 12-42, Generator" 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: **RP Power, LLC**

Contact Person: **Mike McNabb** Title: **Sales Manager**

E-Mail: **mmcnabb@rp-corp.com** Phone: **501.604.3038**

Business Address: **7777 North Shore Place**

City: **North Little Rock** State: **AR** Zip: **72118**

Signature: *Mike McNabb* Date: **May 11, 2012**

City of Fayetteville
Bid 12-42, Generator
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: 60 days from Date of Order

*GUARANTEED DELIVERY DATE: July 30, 2012

F.O.B. 630 N. Double Springs Road, Fayetteville, AR 72704

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Standby Generator – as specified	1	\$ <u>63,810.00</u>	\$ <u>63,810.00</u>
Please Specify for Unit(s) Bid:				
*MANUFACTURER:	<u>Kohler</u>	*MODEL:	<u>200REZXB</u>	

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

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.

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

*NAME OF FIRM: RP Power, LLC

Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: 7777 North Shore Place

*CITY: North Little Rock *STATE: AR *ZIP: 72118

*PHONE: 501.604.3038 FAX: 501.604.3033

*E-MAIL: mmcnabb@rp-corp.com

*BY: (PRINTED NAME) Mike McNabb

*AUTHORIZED SIGNATURE: Mike McNabb

*TITLE: Sales Manager

City of Fayetteville
Bid 12-42, Generator
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 3:00:00 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".
- 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:

- 1. 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 insure 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 business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

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 JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be 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 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 Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) 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 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.
- m) 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 these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville
Bid 12-42, Generator
Technical Specification

- ✓ Description: Stand-by Generator Specifications (replacement generator)
- ✓ Location: Owl Creek Lift Station (LS #22)
- ✓ Address: 630 N. Double Springs Road, Fayetteville, AR 72704

- ✓ This bid is for the purchase of the generator only. Installation will be by the City or its designated representative.

- ✓ Generator purchased shall produce 480V 3-phase power and it will supply adequate power during an emergency power outage or when the electrical company is repairing transformers and or lines, fuses. The existing lift station has a switch gear in place and is rated at 400 kW.

- ✓ Generator will be installed **by others** at an existing lift station. The standby system will be coordinated so not to interfere with the lift station operation.

1. GENERAL:-

- ✓ 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- ✓ 1.2 All specifications written are to minimums, unless otherwise noted.

2. MANUFACTURER / MODEL:-

- ✓ 2.1 Unit(s) bid shall be new standard production model as offered for commercial trade.

3. ITEM 1 – GENERATOR:

- ✓ A. Generator shall be 200 kW Standby; 185 kW prime; 480/277V generator.
- ✓ B. Deliver the project, as described in this exhibit, including:

- ✓ 1. Generation Equipment
- ✓ 2. Equipment and Installation Warranties
- ✓ 3. In-Service Training

- ✓ C. The generation equipment shall include:

- ✓ 1. Engine Generator set rated at 480V/277V; 200 kW (standby); 185 kW (prime), 0.8pf lagging; 250 KVA, 1800 RPM max
- ✓ 2. Permanent Magnet Generator
- ✓ 3. Electronic Engine Governor
- ✓ 4. Charging Alternator 24V
- ✓ 5. 24V Lead Acid Batteries, Rack and Battery Charger
- ✓ 6. Engine Cooling System
- ✓ 7. Exhaust System with Silencer

176kW prime rating at 105 deg C temperature rise

176kW prime rating at 105 deg C temperature rise

- ✓ 8. Fuel source as Natural Gas
- ✓ 9. Sound Attenuated Enclosure (maximum 71 dBA at 7 meters)
- ✓ 10. Block Heater
- ✓ 11. Lubricating Oil and Antifreeze- Initial fill

4. WARRANTY:

- ✓ A. The entire unit shall be warranted for a minimum of two years or 1500 hours period from the start-up date.
- ✓ B. Warranty shall include all parts, labor, and transportation of parts to and from the location of the warranty service center
- ✓ C. Awarded vendor shall be responsible for warranty administration of entire unit

5. DELIVERY / DOCUMENTATION:

- ✓ A. Units shall be delivered F.O.B. to the Owl Creek Lift Station (LS #22), located at 630 N. Double Springs Road, Fayetteville, AR 72704 , for compliance review and final acceptance
- ✓ B. Units shall be fully assembled, serviced, and ready for operation as delivered.
- ✓ C. Delivery shall be coordinated with the City in advance of the unit being delivered.

6. TRAINING:

- ✓ A. Onsite in-service service training will be provided to the City's Contract Operator's staff on the operation and maintenance of the generation equipment. In-service training shall include any commissioning services necessary to validate the equipment warranty.

7. OPTIONAL PRICING (will not be considered for bid evaluation):

- ✓ A. All bidders should provide the following optional pricing, as listed below, to be purchased at the City's discretion. Optional pricing shall not be considered in bid evaluation.

- ✓ 1. Description for annual maintenance (provide below):

- ✓ 2. Cost for annual maintenance: \$ 715.00
Price per year

City of Fayetteville
Bid 12-42, Generator
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.

Mike McNabb

Printed Name

Mike McNabb

Signature

May 11, 2012

Date

Model: **200REZXB**

KOHLER POWER SYSTEMS

208-600 V

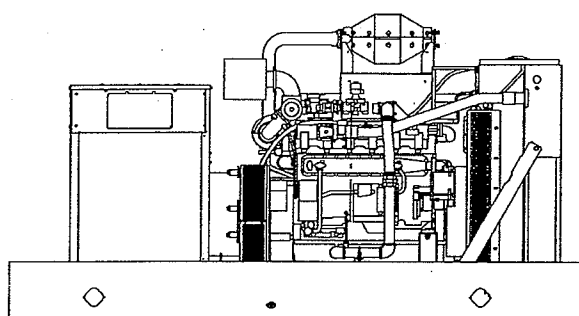
Gas



**EPA-Certified for Stationary
 and Mobile Emergency and
 Non-Emergency Applications**

Ratings Range

		60 Hz
Standby:	kW	130-200
	kVA	163-250
Prime:	kW	174-176
	kVA	218-220



Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two- and five-year extended warranties are also available.
- Alternator features:
 - The unique Fast-Response™ II excitation system delivers excellent voltage response and short-circuit capability using a permanent magnet (PM)-excited alternator.
 - The brushless, rotating-field alternator has broadrange reconnectability.

Generator Set Ratings

Alternator	Voltage	Ph	Hz	Rich-Burn Natural Gas				Rich-Burn LP Gas (Vapor)	
				130°C Rise		105°C Rise		130°C Rise	
				Standby Rating	Prime Rating	Standby Rating	Prime Rating	Standby Rating	Prime Rating
4UA10	120/208	3	60	200/250	694	174/218	604	130/163	451
	127/220	3	60	200/250	656	175/219	574	130/163	426
	120/240	3	60	200/250	601	174/218	523	130/163	391
	139/240	3	60	200/250	601	176/220	529	130/163	391
	220/380	3	60	200/250	380	174/218	330	130/163	247
	240/416	3	60	200/250	347	174/218	302	130/163	226
	277/480	3	60	200/250	301	176/220	263	130/163	195
	347/600	3	60	200/250	241	176/220	212	130/163	156
4UA13	120/208	3	60	200/250	694	176/220	611	130/163	451
	127/220	3	60	200/250	656	176/220	577	130/163	426
	120/240	3	60	200/250	601	176/220	529	130/163	391
	139/240	3	60	200/250	601	175/219	526	130/163	391
	220/380	3	60	200/250	380	176/220	334	130/163	247
	240/416	3	60	200/250	347	176/220	305	130/163	226
	277/480	3	60	200/250	301	175/219	263	130/163	195
	347/600	3	60	200/250	241	175/219	210	130/163	156

RATINGS: All three-phase units are rated at 0.8 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. **Prime Power Ratings:** At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. For dual fuel engines, use the LP gas ratings for both the primary and secondary fuels.

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless Permanent Magnet
Leads: quantity, type	12, Reconnectable
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4UA10	790 (60Hz)
480 V 4UA13	990 (60Hz)

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Vacuum-impregnated windings with fungus-resistant epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Fast-Response™ II brushless alternator with brushless exciter for excellent load response.

Application Data

Engine

Engine Specifications	
Manufacturer	Doosan
Engine model	D111TIC
Engine type	11.1 L, 4-Cycle, Turbocharged, Aftercooled
Cylinder arrangement	6, Inline
Displacement, L (cu. in.)	11.05 (674)
Bore and stroke, mm (in.)	123 x 155 (4.84 x 6.10)
Compression ratio	10.5:1
Piston speed, m/min. (ft./min.)	558 (1831)
Main bearings: quantity, type	7, Precision Half-Shell
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	225 (302)
Cylinder head material	Cast Iron
Piston: type, material	—
Crankshaft material	Forged Steel
Valve material	—
Governor type	Electronic
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.5%
Frequency	Fixed
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust manifold type	Wet
Exhaust flow at rated kW, kg/hr. (cfm)	850 (1211)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	600 (1112)
Maximum allowable back pressure, kPa (in. Hg)	10.2 (3)
Engine exhaust outlet size, mm (in.)	Flanged Outlet at Catalyst, see ADV drawing

Engine Electrical

Engine Electrical System	
Battery charging alternator	
Ground (negative/positive)	Negative
Volts (DC)	24
Ampere rating	45
Starter motor rated voltage (DC)	24
Battery, recommended cold cranking amps (CCA):	
Qty., CCA rating each	Two, 1000
Battery voltage (DC)	12

Fuel

Fuel System - Rich Burn	
Fuel type	Natural Gas, LP Gas, or Dual Fuel
Fuel supply line inlet	2.0 NPTF
Natural gas fuel supply pressure, kPa (in. H ₂ O)	1.74-2.74 (7.0-11.0)
LPG vapor withdrawal fuel supply pressure, kPa (in. H ₂ O)	1.24-2.74 (5.0-11.0)
Dual fuel engine, LPG vapor withdrawal fuel supply pressure, kPa (in. H ₂ O)	1.24 (5.0)
Fuel supply pressure, measured at the generator set fuel inlet downstream of any fuel system equipment accessories.	

Fuel Composition Limits *	Nat. Gas	LP Gas
Methane, % by volume	90 min.	—
Ethane, % by volume	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume	0.1 max.	5.0 max.
C ₄ and higher, % by volume	0.3 max.	2.5 max.
Sulfur, ppm mass	25 max.	
Lower heating value, MJ/m ³ (Btu/ft ³), min.	33.2 (890)	84.2 (2260)

* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local distributor for further analysis and advice.

Application Data

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	25 (26.4)
Oil pan capacity with filter, L (qt.)	27 (28.8)
Oil filter: quantity, type	1, Cartridge
Oil cooler	Water-Cooled

Cooling

Radiator System	
Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	21 (5.5)
Radiator system capacity, including engine, L (gal.)	116 (30.6)
Engine jacket water flow, Lpm (gpm)	284 (75)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	142.3 (8100)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	26.3 (1500)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	965 (38)
Fan, kWm (HP)	13.4 (18)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

* Weather and sound enclosures with internal silencer reduce ambient temperature capability by 5°C (9°F).

Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm)†	510 (18000)
Combustion air, kg/hr. (cfm)	800 (390)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	60.3 (3430)
Alternator, kW (Btu/min.)	16.0 (910)

† Air density = 1.20 kg/m³ (0.075 lbm/ft³)

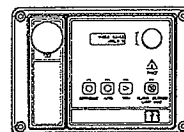
Fuel Consumption‡

Natural Gas, m ³ /hr. (cfh) at % load	Standby Rating
100%	59.9 (2115)
75%	46.7 (1649)
50%	32.8 (1158)
25%	20.0 (706)
Natural Gas, m ³ /hr. (cfh) at % load	Prime Rating
100%	53.6 (1893)
75%	41.7 (1473)
50%	29.7 (1049)
25%	17.6 (622)
LP Gas, m ³ /hr. (cfh) at % load	Standby Rating
100%	19.9 (703)
75%	17.0 (600)
50%	11.5 (406)
25%	7.2 (254)

‡ Nominal fuel rating: Natural gas, 37 MJ/m³ (1000 Btu/ft.³)
 LP vapor, 93 MJ/m³ (2500 Btu/ft.³)

LP vapor conversion factors:
 8.58 ft.³ = 1 lb.
 0.535 m³ = 1 kg.
 36.39 ft.³ = 1 gal.

Controllers

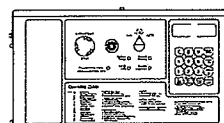


Decision-Maker® 3000 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-100 for additional controller features and accessories.

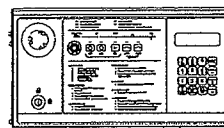


Decision-Maker® 550 Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities.

- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-46 for additional controller features and accessories.



Decision-Maker® 6000 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities for paralleling multiple generator sets.

- Paralleling capability with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-107 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

KOHLER CO., Kohler, Wisconsin 53044 USA
 Phone 920-457-4441, Fax 920-459-1646
 For the nearest sales and service outlet in the
 US and Canada, phone 1-800-544-2444
 KohlerPower.com

Kohler Power Systems
 Asia Pacific Headquarters
 7 Jurong Pier Road
 Singapore 619159
 Phone (65) 6264-6422, Fax (65) 6264-6455

Standard Features

- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Low Coolant Level Shutdown
- Oil Drain Extension
- Operation and Installation Literature
- Three-Way Exhaust Catalyst

Available Options

Approvals and Listings

- ☐ CSA Approval
- ☐ IBC Seismic Certification
- ☐ UL 2200 Listing

Enclosed Unit

- ☐ Sound Enclosure with Internal Silencer (Aluminum)
- ☒ ~~Sound Enclosure with Internal Silencer (Steel)~~
- ☐ Weather Enclosure with Internal Silencer (Steel)

Open Unit

- ☐ Exhaust Silencer, Critical (kits: PA-324292, PA-324470)
- ☐ Flexible Exhaust Connector, Stainless Steel

Fuel System

- ☐ Dual Fuel NG/LPG (Automatic Changeover)
- ☐ Flexible Fuel Lines
(required when the generator set skid is spring mounted)
- ☐ Gas Filter
- ☐ Secondary Gas Solenoid Valve

Controller

- ☐ Common Failure Relay
- ☐ Communications Products and PC Software
- ☐ Customer Connection (Decision-Maker® 550 controller only)
- ☐ Decision-Maker® Paralleling System (DPS)
(Decision-Maker® 6000 controller only)
- ☐ Dry Contact Kit (isolated alarm)
(Decision-Maker® 550 and 6000 controllers only)
- ☐ Input/Output Module (Decision-Maker® 3000 controller only)
- ☐ Prime Power Switch (Decision-Maker® 550 and 6000 only)
- ☐ Remote Audiovisual Alarm Panel
(Decision-Maker® 550 and 6000 controllers only)
- ☐ Remote Emergency Stop
- ☐ Remote Serial Annunciator Panel
- ☐ Run Relay

Cooling System

- ☒ ~~Block Heater, 2500 W, 90-120 V, 1 Ph~~
- ☐ Block Heater, 2500 W, 190-208 V, 1 Ph
- ☐ Block Heater, 2500 W, 210-240 V, 1 Ph
- ☐ Block Heater, 2500 W, 380-480 V, 1 Ph
(recommended for ambient temperatures below 10°C [50°F])
- ☐ Radiator Duct Flange

Electrical System

- ☐ Alternator Strip Heater
- ☒ ~~Battery~~
- ☒ ~~Battery Charger, Equalize/Float Type~~
- ☐ Battery Heater
- ☐ Line Circuit Breaker (NEMA1 enclosure)
- ☐ Line Circuit Breaker with Shunt Trip (NEMA1 enclosure)

Miscellaneous

- ☐ Air Cleaner Restriction Indicator
- ☐ Certified Test Report
- ☒ ~~Engine Fluids Added~~
- ☐ Rated Power Factor Testing
- ☐ Rodent Guards

Literature

- ☐ General Maintenance
- ☐ NFPA 110
- ☐ Overhaul
- ☒ ~~Production~~

Warranty

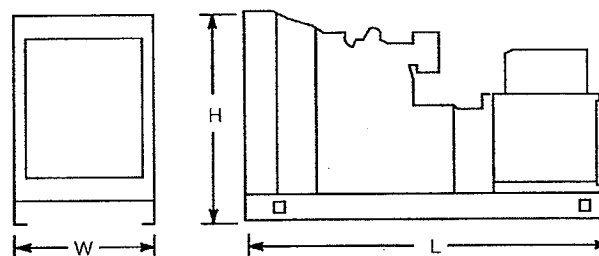
- ☒ ~~2-Year Basic~~
- ☐ 5-Year Basic
- ☐ 5-Year Comprehensive

Other Options

- ☐
- ☐
- ☐
- ☐
- ☐

Dimensions and Weights

Overall Size, L x W x H, max., mm (in.): 3575 x 1350 x 1908
 (140.7 x 53.1 x 75.1)
 Weight (radiator model), wet, max., kg (lb.): 2722 (6000)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:

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TIB-102

TECHNICAL INFORMATION BULLETIN

Alternator Data Sheet

Alternator Model: 4UA10
 Frequency: 60 Hz
 Speed: 1800 RPM
 Leads: 12 (6 Lead, 600 Volt)

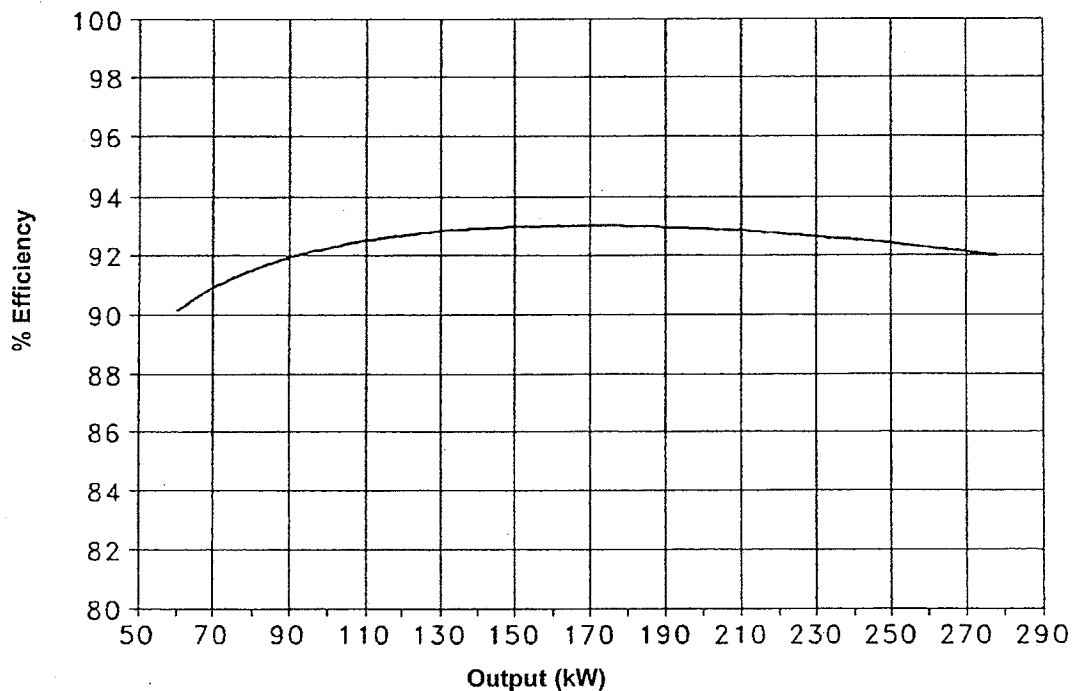
Voltage L-N/L-L	Phase	Power Factor	Connection	kW* (kVA)						
				Class B	Class F				Class H	
				80°C Continuous	90°C Lloyds	95°C ABS	105°C Continuous	130°C Standby	125°C Continuous	150°C Standby
139/240 277/480	3	0.8	Wye	225.0 (281.3)	237.0 (296.3)	243.0 (303.8)	255.0 (318.8)	275.0 (343.8)	271.0 (338.8)	275.0 (343.8)
127/220 254/440	3	0.8	Wye	220.0 (275.0)	232.0 (290.0)	238.0 (297.5)	250.0 (312.5)	270.0 (337.5)	266.0 (332.5)	270.0 (337.5)
120/208 240/416	3	0.8	Wye	215.0 (268.8)	227.0 (283.8)	233.0 (291.3)	245.0 (306.3)	265.0 (331.3)	261.0 (326.3)	265.0 (331.3)
110/190 220/380	3	0.8	Wye	205.0 (256.3)	217.0 (271.3)	223.0 (278.8)	235.0 (293.8)	250.0 (312.5)	247.0 (308.8)	250.0 (312.5)
120/240	3	0.8	Delta	215.0 (268.8)	227.0 (283.8)	233.0 (291.3)	245.0 (306.3)	265.0 (331.3)	261.0 (326.3)	265.0 (331.3)
347/600	3	0.8	Wye	205.0 (256.3)	217.0 (271.3)	223.0 (278.8)	235.0 (293.8)	260.0 (325.0)	255.0 (318.8)	260.0 (325.0)

* All data tested in accordance with IEEE Standard 115. Kohler Co. reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

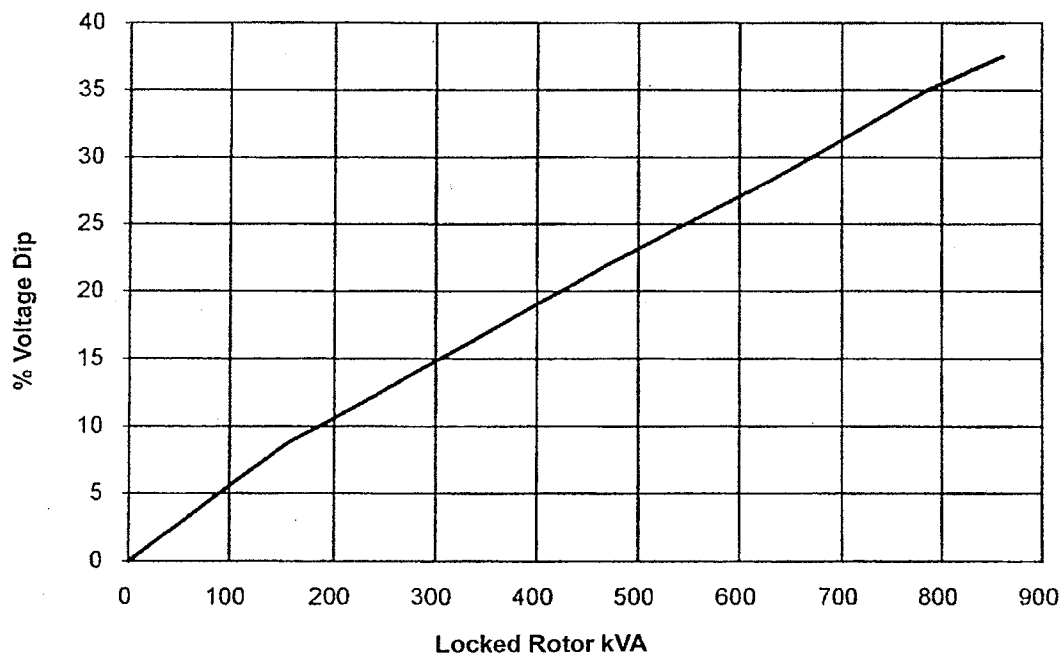
Submittal Data: 139/240 Volts, 0.8 PF, 1800 RPM, 60 Hz, 3-Phase, 130°C Rise

	Symbol	Per Unit	Ohms		Symbol	Value
Typical Resistances				Typical Time Constants		
Phase Resistance		0.030	0.005	Armature Short Circuit	T _a	0.016 sec.
Rotor Resistance		11.202	1.877	Transient Short Circuit	T' _d	0.171 sec.
Typical Reactances				Transient Open Circuit	T' _{do}	1.988 sec.
Synchronous				Typical Field Current		
Direct	X _d	4.097	0.686	Full Load	I _{fFL}	35.76 amps
Quadrature	X _q	2.131	0.357	No Load	I _{fNL}	8.45 amps
Transient				Typical Short Circuit Ratio		
Unsaturated	X' _{du}	0.401	0.067			0.326
Saturated	X' _d	0.352	0.059	Harmonic Distortion		
Subtransient				RMS Total Harmonic Distortion		2.7%
Direct	X'' _d	0.160	0.027	Max. Single Harmonic	7 th	
Quadrature	X'' _q	0.155	0.026	Deviation Factor (No Load, L-L)		4.3%
Negative Sequence	X ₂	0.158	0.026	Telephone Influence Factor		<50
Zero Sequence	X ₀	0.015	0.002	Insulation Material Class		
				per NEMA MG1-1.66		H
				Phase Rotation		
						ABC

4UA10, 60 Hz, 139/240, 277/480 Volts, Wye
TYPICAL ALTERNATOR EFFICIENCY*

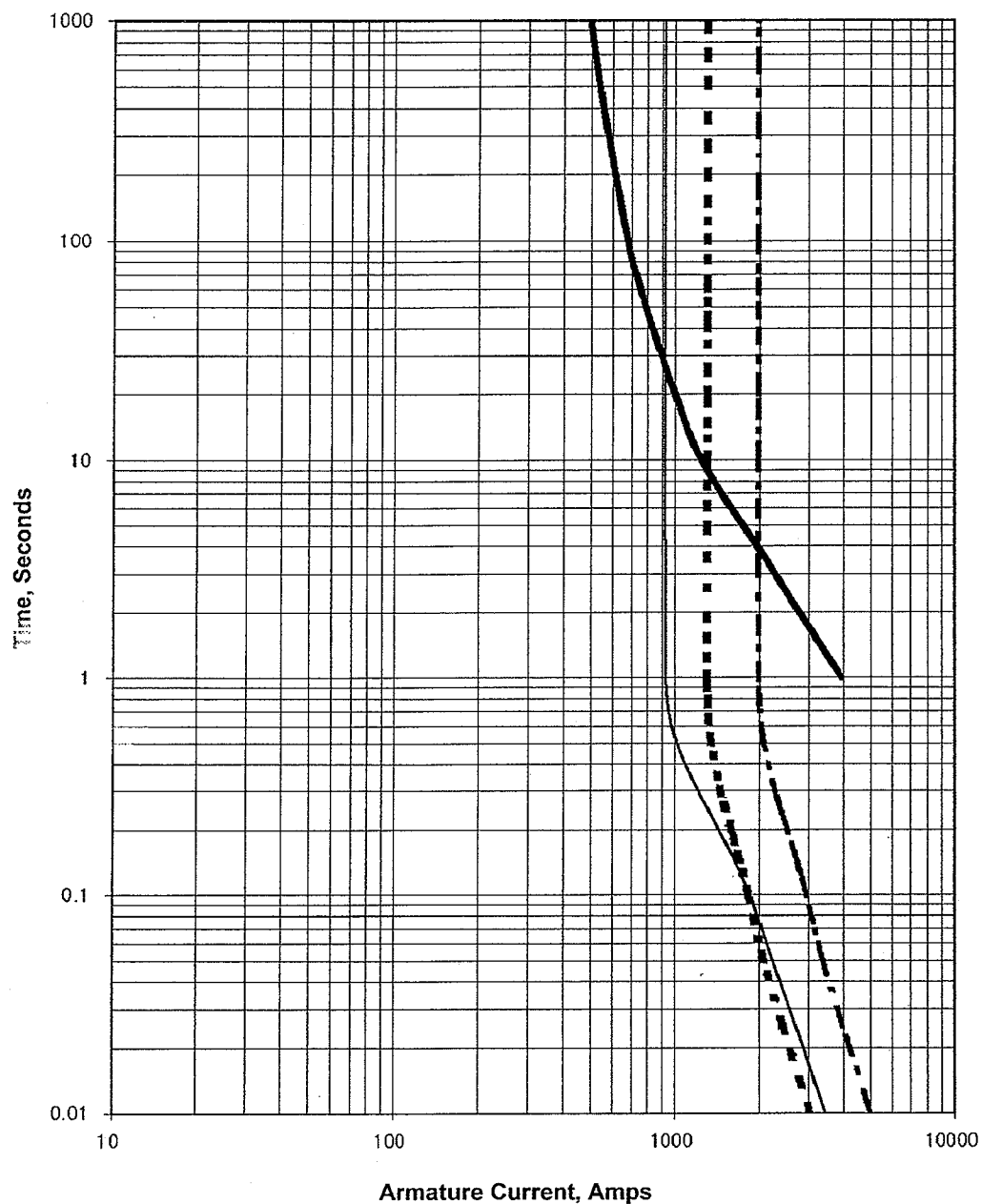


TYPICAL MOTOR STARTING CHARACTERISTICS*
4UA10, 60 Hz, 139/240, 277/480 Volts, Wye



* All data tested in accordance with IEEE Standard 115. Kohler Co. reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

**4UA10, 60 Hz, High Wye Connection
 SHORT CIRCUIT DECREMENT CURVE**



— Alternator Damage Curve

— 3 Phase Symmetrical

- - Line-to-Line 1 Phase

- . Line-to-Neutral 1 Phase

Industrial Generator Set Accessories

KOHLER POWER SYSTEMS

Weather and Sound Enclosures

ISO 9001
 KOHLER POWER SYSTEMS
 NATIONALLY REGISTERED

Applicable to the following:

180-400REZX and 180-400RZX

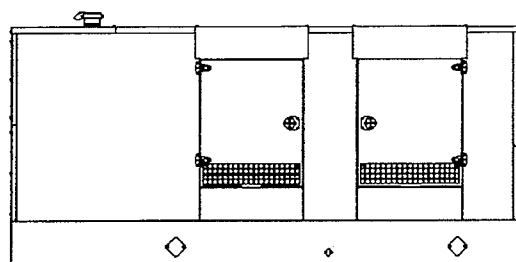
180-400REZXB and 180-400RZXB

Weather Enclosure Features

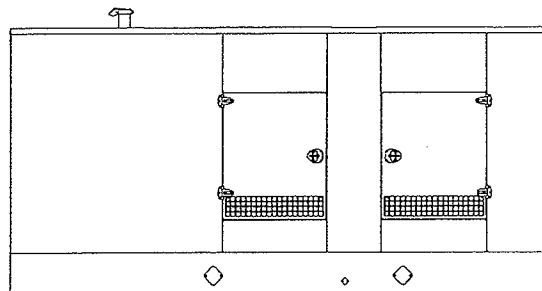
- Internal-mounted critical silencer and flexible exhaust connector
- Skid-mounted, steel construction with hinged doors.
- Fade-, scratch-, and corrosion-resistant Kohler® cream beige powder-baked finish.
- Lockable, flush-mounted door latches.
- Vertical air inlet and outlet hoods with 90 degree angles to redirect air and reduce noise.
- High wind bracing, 241 kph (150 mph).
- Automatic door holders keep doors open during maintenance.

Sound Enclosure Features

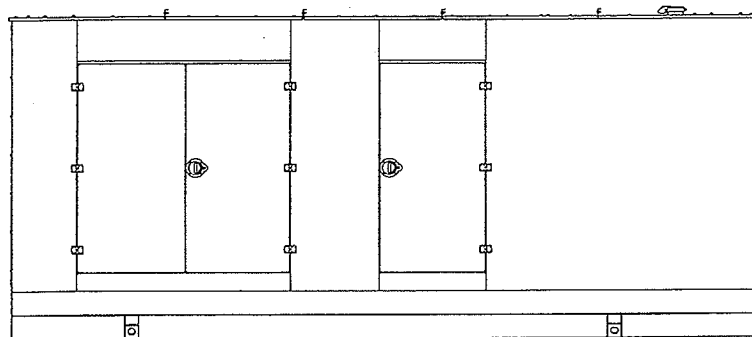
- Includes all of the weather enclosure features with the addition of sound attenuation material.
- Skid-mounted, steel or aluminum construction with hinged doors. Aluminum enclosures are recommended for high humidity and/or high salt/coastal regions.
- Acoustic insulation that meets UL 94 HF1 flammability classification and repels moisture absorption.



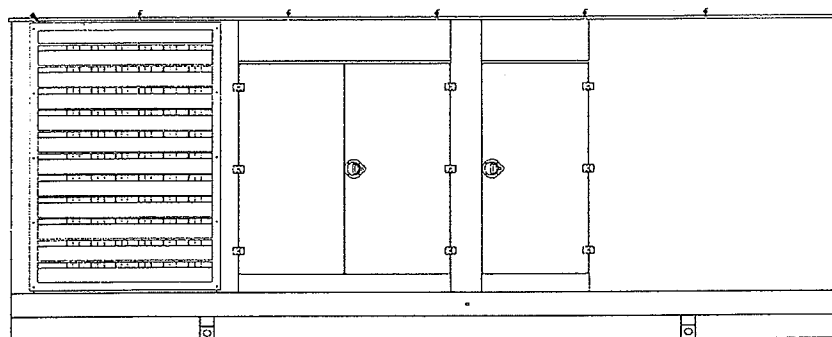
180/200 kW Enclosure



250 kW Enclosure

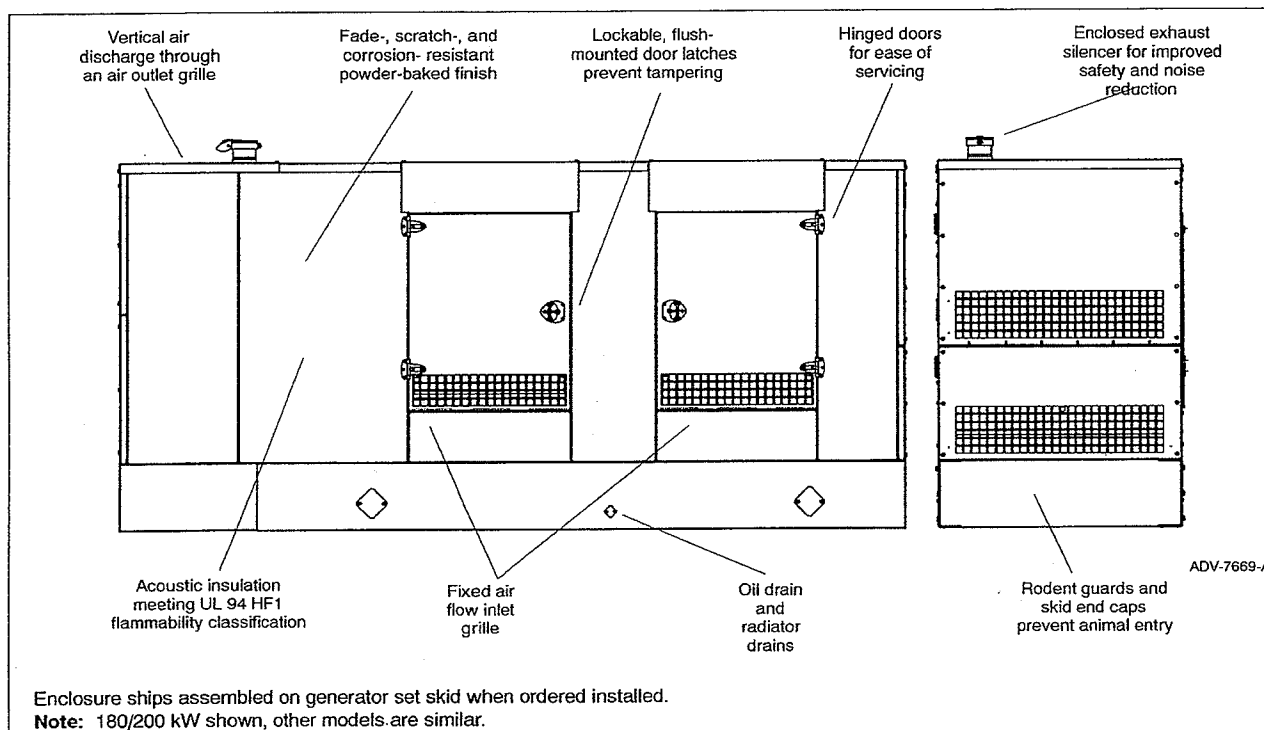


300/350 kW Enclosure



400 kW Enclosure

Weather and Sound Enclosure



Enclosure Features

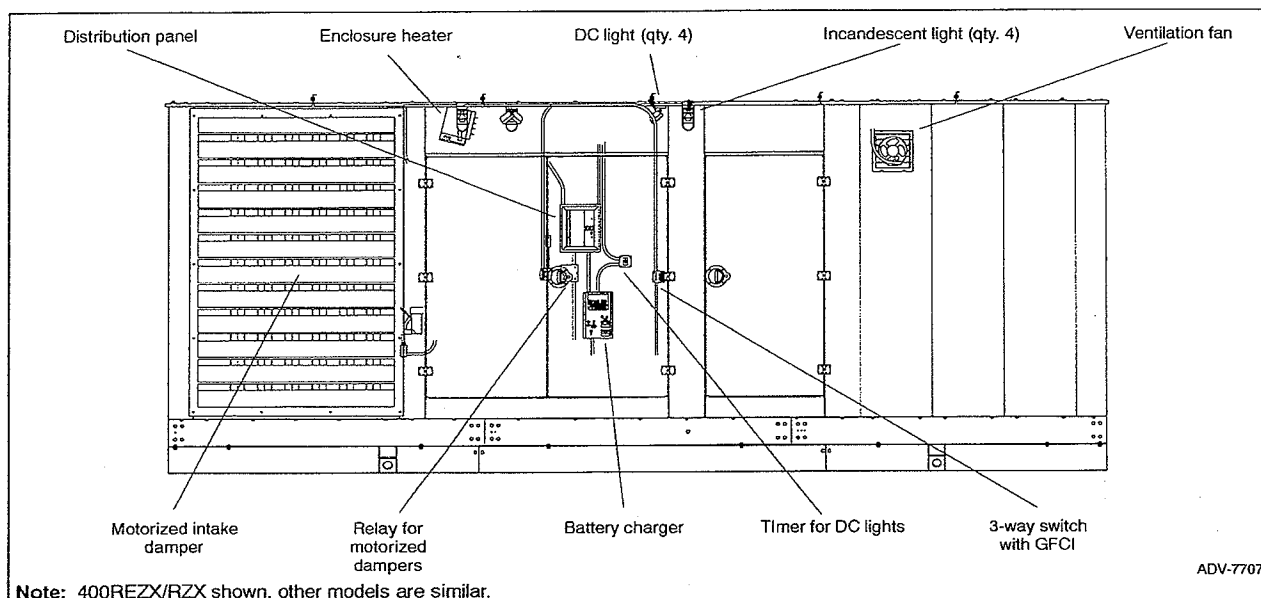
- Available in steel formed panel, solid construction. Preassembled package offering corrosion resistant, dent resilient structure mounting directly to skid.
- Powder-baked paint. Superior finish, durability, and appearance.
- Internal critical exhaust silencer offering maximum component life and operator safety.
- Interchangeable modular panel construction. Allows complete serviceability or replacement without compromising enclosure design.
- Cooling/combustion air intake with a horizontal air inlet. Sized for maximum cooling airflow.
- Service access. Multi-personnel doors for easy access to generator set control and servicing of the oil fill and battery.

- Cooling air discharge. Weather protective design featuring a vertical air discharge outlet grille. Redirects cooling air up and above enclosures to reduce noise ambient.

Additional Sound Enclosure Features

- Available in steel or aluminum formed panel, solid construction.
- Attenuated design. Acoustic insulation UL 94 HF1 listed for flame resistance with up to 51 mm (2 in.) thickness.
- Cooling air discharge. The sound enclosures include acoustic insulation with urethane film.

300-400REZX/RZX Weather and Sound Enclosure Options



Basic Electrical Package (BEP)

Distribution Panel/Load Center. Prewired AC power distribution of all factory-installed features including block heater, two GFCI-protected internal 120-volt service receptacles, internal lighting, and commercial grade wall switch. The load center is powered by building source power and protected by a main circuit breaker, rated for 100 amps with capacity and circuit positions for future expansion. AC power distribution installed in accordance with NEC and all wiring within EMT thin wall conduit. Four incandescent or fluorescent lights located within UL-listed fixtures designed for wet locations.

- ☐ BEP available with single-phase load center 120/240 VAC.
- ☐ BEP available with three-phase load center 120/208/240 VAC.

Enclosure Heater

Heater, 5 kW Ceiling Mounted. Electrical utility heater prewired to load center inside the enclosure. Rated at 17100 Btu includes adjustable louvers offering down flow and horizontal air tuning, built-in thermostat with automatic fan delay controls.

- ☐ Heater available in single phase at 240 VAC.
- ☐ Heater available in three phase at 208 or 240 VAC.

DC Light Package

- ☐ **DC Light Package (DLP).** Prewired DC light package offering an economical alternative light source within the enclosure, as a complement to the BEP or a source of light when AC power is not available. Battery drain limited with fuse protection and controlled through a 0-60 minute, spring-wound, no-hold timer.

Miscellaneous Package Options

- ☐ **Battery Charger, Mounted.** Mounting, prewiring of DC output and AC input when optional BEP is selected. Battery charger located inside the enclosure and accessible through an access door.

Block Heater, Junction Box. Factory-supplied block heater prewired to a junction box providing a convenient location for the customer wiring of the block heater.

- ☐ Heater available in single phase at 240 VAC.
- ☐ Heater available in three phase at 208 or 240 VAC.

Enclosure Design Options

- ☐ **Aluminum Enclosure**
- ☐ **Steel Enclosure**
- ☐ **Panic Bar** for each latching door. Provides additional safety for individuals working on the generator set while in the enclosure.

Motorized Variable Damper and Ventilation

Motorized Air Inlets

- ☐ Aluminum construction
- ☐ Galvanized steel construction (available on sound enclosure only)

Motorized Air Outlets

- ☐ Aluminum construction
- ☐ Galvanized steel construction (available on sound enclosure only)

☐ **Ventilation Fan, 22.6 cm/min. (800 cfm) Wall Mount.**

Direct drive 3-blade 305 mm (12 in.) aluminum propeller fan with automatic shutters, driven by a totally enclosed air-over motor housed within a corrosion-resistant housing. Remote thermostatically controlled over a temperature range of 27°C to 54°C (80°F to 130°F). All components are prewired and installed.

- ☐ **Gravity Air Outlet Louver.** Aluminum louvers closed when unit is not running. After the unit starts, the forced cooling air opens the outlet louvers.

KOHLER CO., Kohler, Wisconsin 53044 USA
 Phone 920-457-4441, Fax 920-459-1646
 For the nearest sales and service outlet in the
 US and Canada, phone 1-800-544-2444
 KohlerPower.com

Kohler Power Systems
 Asia Pacific Headquarters
 7 Jurong Pier Road
 Singapore 619159
 Phone (65) 6264-6422, Fax (65) 6264-6455

Weather and Sound Enclosure Specifications

Model	Max. Dimensions, mm (in.)			Weight, kg (lb.) †			Sound Enclosure, Sound Pressure at 7 m (23 ft.), dB(A)
	Length	Width	Height	Steel Weather Enclosure	Steel Sound Enclosure	Aluminum Sound Enclosure	
180REZX/RZX	4347(171.2)	1350 (53.2)	2164 (85.2)	3177 (6900)	3205 (7050)	2995 (6585)	71
180REZXB/RZXB							
200REZX/RZX	4347(171.2)	1350(53.2)	2164(85.2)	3307 (7275)	3354 (7385)	3145 (6870)	71
200REZXB/RZXB							
250REZX/RZX	4526(178.2)	1786 (70.3)	2460 (96.9)	3942 (8690)	3969 (8750)	3647 (8040)	70
250REZXB/RZXB							
300REZX/RZX	6305(248.2)	2229 (87.8)	2816(110.9)	5386 (11875)	6203 (13675)	5117 (11280)	70
300REZXB/RZXB							
350REZX/RZX	6305(248.2)	2229 (87.8)	2816(110.9)	5386 (11875)	6203 (13675)	5117 (11280)	70
350REZXB/RZXB							
400REZX/RZX	7230(284.6)	2493 (98.2)	2858(112.5)	6498 (14295)	6711 (14795)	6043 (13295)	71
400REZXB/RZXB							

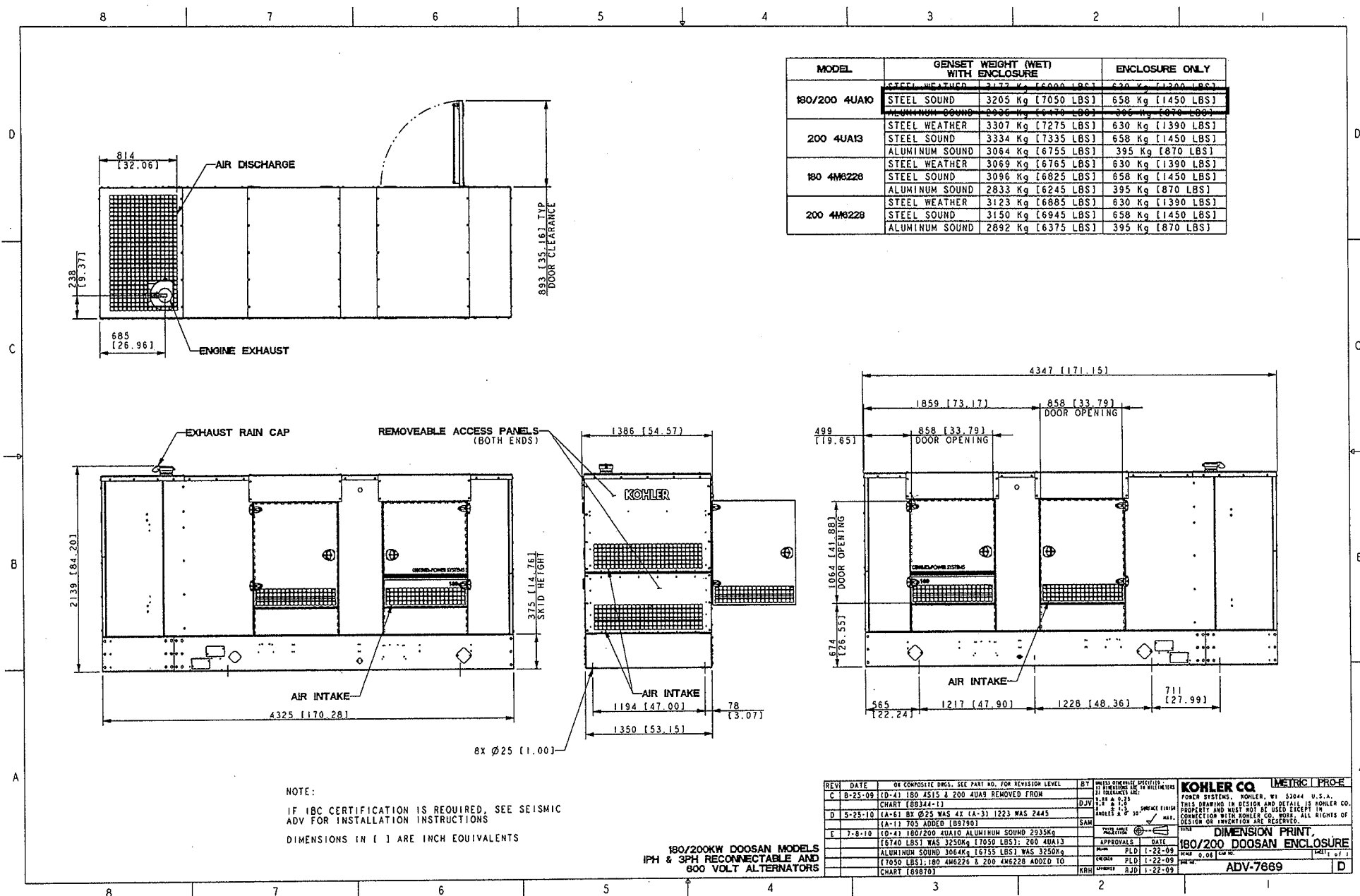
Note: Refer to the respective ADV drawings for details.

† Weight includes the generator set (wet), enclosure, and silencer. The generator set weight represents using the largest alternator option.

DISTRIBUTED BY:

Availability is subject to change without notice. Kohler Co. reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever. Contact your local Kohler® generator set distributor for availability.

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Extended Two-Year or Two Thousand (2000)-Hour Stationary Standby Limited Warranty

This Kohler Standby Generator System has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, Kohler Co. warrants for two years or two thousand (2000) hours, whichever occurs first, that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with Kohler Co. instruction manuals. A Kohler distributor, dealer, or authorized representative must perform startup.

This warranty is not effective unless a proper extended warranty registration form and warranty fee have been sent to Kohler Co. within one year of supervised startup.

During the warranty period, repair or replacement at Kohler Co.'s option will be furnished free of charge for parts, provided an inspection to Kohler Co.'s satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to Kohler Co. or an authorized service station, if requested. This extended warranty expires two years after date of startup or after 2000 hours of operation, whichever occurs first.*

This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, or normal wear and tear while in your possession.

*Some restrictions may apply. Contact your Kohler distributor/dealer for full details.

The following will **not** be covered by this warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient lubricating oil.
 - b. Failure to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to provide sufficient coolant and/or cooling air.
 - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - f. Failure to exercise with load regularly.
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
 - a. Labor charges related to battery service.
 - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental of equipment during performance of warranty repairs.
9. Parts purchased from sources other than Kohler. Replacement of a failed Kohler part with a non-Kohler part voids warranty on that part.
10. Radiators replaced rather than repaired.
11. Fuel injection pumps not repaired locally by an authorized servicing dealer.
12. Non-Kohler-authorized repair shop labor without prior approval from the Kohler Co. Warranty Department.
13. Engine fluids such as fuel, oil, or coolant/antifreeze.
14. Shop supplies such as adhesives, cleaning solvents, and rags.
15. Expenses incurred investigating performance complaints unless the problem is caused by defective Kohler materials or workmanship.
16. Maintenance items such as fuses, filters, spark plugs, loose/leaking clamps, and adjustments.

A Startup Notification form must be on file at Kohler Co. A Startup Notification form must be completed by Seller and received at Kohler Co. within 60 days after the date of initial startup. Standby systems not registered within 60 days of startup will automatically be registered by Kohler Co. using the Kohler Co. ship date as the startup date.

To obtain warranty service, call 1-800-544-2444 for your nearest authorized Kohler service representative, or write Kohler Co., Generator Service Department, Kohler, WI 53044 USA.

KOHLER CO. SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any in our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURCHASE, is expressly limited to the duration of this warranty.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

KOHLER® POWER SYSTEMS

KOHLER CO. Kohler, Wisconsin 53044
Phone 920-565-3381, Fax 920-459-1646
For the nearest sales/service outlet in the
US and Canada, phone 1-800-544-2444
KohlerPowerSystems.com

TP-5497 12/99c

Revised

Handed out at
Agenda Session
Bid # 12-42
RP Power, LLC

City of Fayetteville Staff Review Form

A. 3
Bid #12-42 RP Power, LLC
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

19-Jun-12

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Water and Sewer
Division

Utilities
Department

Action Required:

Approval of the purchase of a replacement back up power generator for the Owl Creek lift station from RP Power, LLC. for \$63,810.00 plus sales tax, per Bid 12-42, and approval of a budget adjustment of \$69,713.00.

\$ 69,713
Cost of this request

\$ 628,622
Category / Project Budget

Fleet-Other Vehicles/Equipment
Program Category / Project Name

9700.1920.5802.00
Account Number

\$ 628,622
Funds Used to Date

Wastewater Treatment
Program / Project Category Name

02080.2012
Project Number

\$ -
Remaining Balance

Fleet Operations Capital
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Department Director

Date

11 Jun 12
Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

Date

6-11-12
Original Contract Number:

Finance and Internal Services Director

Date

Received in City Clerk's Office 6-11-12 P01:29 RCVD

Chief of Staff

Date

Received in Mayor's Office

Mayor

Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: May 25, 2012

Subject: Purchase of a backup power generator for the Owl Creek sewer pump station, from RP Power, LLC.

RECOMMENDATION

Staff recommends approval of the purchase of a replacement back up power generator for the Owl Creek lift station from RP Power, LLC. for \$63,810.00 plus sales tax, per Bid 12-42, and approval of a budget adjustment of \$69,713.00.

BACKGROUND

The existing back up power generator was installed in January 2000. This generator experienced a critical failure and the unit's original equipment manufacturer is no longer in business. The exciter, which controls the magnetic field and controls the power output in the generator system, failed and the parts to replace the exciter are no longer available. The repairs would entail removing and modifying the body of the generator at an approximate cost of nearly \$20,000, and would create unpredictable risks that associated with the major modification of the generator.

The Owl Creek lift station pumps approximately 260,000 gallons a day of wastewater from the west side of Fayetteville. The backup generator is required by our NPDES permit, and provides the critical back up during power outage episodes thus preventing possible sewer overflows.

DISCUSSION

The City received eight (8) bids on May 11, 2012. The two lowest bids did not meet the specification on the sound attenuated enclosure (maximum 71 dBA at 7 meters) requirement. RP Power, LLC. submitted the lowest responsive bid meeting the minimum specification requirements. The generator will be installed by City and CH2M Hill staff.

Vendor	Quantity	Price Each	Total Bid Price
Endless Power Corp.	1	\$61,330.00	\$61,330.00
Clifford Power Systems – Option 2	1	\$63,150.00	\$63,150.00
RP Power, LLC.	1	\$63,810.00	\$63,810.00
Clifford Power Systems – Option 1	1	\$65,045.00	\$65,045.00
Taylor Power Systems	1	\$70,287.00	\$70,287.00
Leete Generators	1	\$73,615.00	\$73,615.00
United Engines, LLC.	1	\$74,050.00	\$74,050.00
Cummins Mid-South, LLC.	1	\$94,368.00	\$94,368.00

BUDGET IMPACT

Funds are available in replacement costs Vehicles & Equipment – Other Vehicles/Equipment, # 02080-2012.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-42 AND AUTHORIZING THE PURCHASE OF ONE (1) POWER GENERATOR FROM RP POWER, LLC IN THE TOTAL AMOUNT OF \$69,712.43 FOR USE AT THE OWL CREEK LIFT STATION, 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 awards Bid #12-42 and authorizes the purchase of one (1) power generator from RP Power, LLC in the total amount of \$69,712.43 for use at the Owl Creek lift station.

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

PASSED and APPROVED this 19th day of June, 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:

P.O Number:

5/25/2012

Expected Delivery Date:

6/20/2012

Mail

Yes: ___

No: ___

Taxable

Yes: X

No: ___

Quotes Attached

Yes: ___

No: ___

Division Head Approval:

Extension: 224

Inventory #

Fixed Asset #

Vendor #: 22215 Vendor Name: RP Power, LLC

Address: 7777 North Shore Place

City: AR State: AR

Zip Code: 72118 Ship to code:

Requester's Employee #: 2548

Account Numbers: 9700.1920.5802.00

Requester: Cheryl Partain

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Back up power generator for the Owl Creek Lift Station - Will be unit# 9167, Fixed Asset#709167	1	Unit	63,810.00	63,810.00	9700.1920.5802.00	02080.2012		
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: \$63,810.00

Tax: \$5,902.43

Total: \$69,712.43

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. 4
 Bid #12-44 Heavy Constructors
 of Arkansas, LLC & General
 Trucking Solutions, LLC
 Page 1 of 4

City Council Agenda Items
 and
 Contracts, Leases or Agreements

June 19, 2012

City Council Meeting Date
 Agenda Items Only

Terry Gulley
 Submitted By

Transportation
 Division

Transportation Services
 Department

Action Required:

A resolution awarding Bid 12-44, Topsoil to Heavy Constructors of Arkansas, LLC as primary supplier, General Trucking Solutions, LLC as secondary supplier, and approving the purchase of topsoil for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2012.

\$ 30,000.00
 Cost of this request

\$ 937,529.00
 Category / Project Budget

Sidewalk Improvements
 Program Category / Project Name

4470.9470.xxxx.xx
 Account Number

\$ 128,316.38
 Funds Used to Date

Transportation Improvements
 Program / Project Category Name

02053 / 1
 Project Number

\$ 809,212.62
 Remaining Balance

Sales Tax Capital Improvements
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Terry J. Gulley
 Department Director

5-30-12
 Date

Previous Ordinance or Resolution #

Chris Bell
 City Attorney

6-4-12
 Date

Original Contract Date:

Original Contract Number:

Paul A. Butler
 Finance and Internal Services Director

6-4-2012
 Date

Received in City Clerk's Office 06-01-12 P03:06 RCVD

Ann Mann
 Chief of Staff

6-4-12
 Date

Received in Mayor's Office

Leonard Jordan
 Mayor

6/4/12
 Date

Comments:



www.accessfayetteville.org

A. 4
Bid #12-44 Heavy Constructors
of Arkansas, LLC & General
Trucking Solutions, LLC

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Don Marr, Chief of Staff
From: Terry Gulley, Transportation Services Director *T24*
Date: June 19, 2012

Subject: A resolution awarding Bid 12-44, Topsoil to Heavy Constructors of Arkansas, LLC as primary supplier, General Trucking Solutions, LLC as secondary supplier, and approving the purchase of topsoil for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2012.

PROPOSAL:

The purchase of bulk construction materials and services is necessary to maintain the City's current infrastructure and to implement the Capital Improvement Program projects outlined in the 2012 Annual Budget & Work Program and five-year Capital Improvement Program. Sealed formal bids for topsoil were publicly read and the results are attached to this memo.

RECOMMENDATION:

Staff recommends awarding the topsoil bid to Heavy Constructors of Arkansas, LLC as primary supplier, General Trucking Solutions, LLC as secondary supplier, and approving the purchase of topsoil for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2012.

BUDGET IMPACT:

Funds for the acquisition of these materials have been budgeted in the Sidewalk Improvements project within the Sales Tax Capital Improvements fund.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-44 AND AUTHORIZING THE PURCHASE OF TOPSOIL FROM HEAVY CONSTRUCTORS OF ARKANSAS, LLC AS A PRIMARY SUPPLIER AND GENERAL TRUCKING SOLUTIONS, LLC AS A SECONDARY SUPPLIER, FOR THE UNIT PRICES STATED, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2012

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-44 and authorizes the purchase of topsoil from Heavy Constructors of Arkansas, LLC as a primary supplier and General Trucking Solutions, LLC as a secondary supplier, for the unit prices stated, as needed through the end of calendar year 2012.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 12-44
DATE: 05/17/12
TIME: 3:00 PM
CITY OF FAYETTEVILLE

Bid 12-44 Top Soil

BIDDER	Est. Quantity	Unit Price	TOTAL COST
1 General Trucking Solutions, LLC	2500 Cubic Yards	\$15.63	\$39,075.00
2 Heavy Constructors of Arkansas, LLC	2500 Cubic Yards	\$12.00	\$30,000.00

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

CERTIFIED:


P. VICE, PURCH MGR


WITNESS

5-17-12
DATE

City of Fayetteville Staff Review Form

A. 5
 Bid #12-45 Scurlock Industries &
 Neenah Foundry Company
 Page 1 of 4

City Council Agenda Items
 and
 Contracts, Leases or Agreements

June 19, 2012

City Council Meeting Date
 Agenda Items Only

Terry Gulley
 Submitted By

Transportation
 Division

Transportation Services
 Department

Action Required:

A resolution awarding Bid 12-45, Tree Grates to Scurlock Industries as primary supplier, Neenah Foundry Company as secondary supplier, authorizing the use of other bidders based on price and availability and approving the purchase of tree grates for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2012.

\$ 50,155.20
 Cost of this request

\$ 937,529.00
 Category / Project Budget

Sidewalk Improvements
 Program Category / Project Name

4470.9470.xxxx.xx
 Account Number

\$ 128,316.38
 Funds Used to Date

Transportation Improvements
 Program / Project Category Name

02053 / 1
 Project Number

\$ 809,212.62
 Remaining Balance

Sales Tax Capital Improvements
 Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Terry Gulley
 Department Director

5-30-12
 Date

Previous Ordinance or Resolution #

Joe Ballis
 City Attorney

6-4-12
 Date

Original Contract Date:

Original Contract Number:

Paula A. Berber
 Finance and Internal Services Director

6-4-2012
 Date

Received in City
 Clerk's Office

06-01-12 P03:06 RCVD

Kim G.

Am. Miller
 Chief of Staff

6-4-12
 Date

Received in
 Mayor's Office

ENTERED
 6/4/12
TH

Lionel Jordan
 Mayor

6/4/12
 Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff *DM*

From: Terry Gulley, Transportation Services Director *TG*

Date: June 19, 2012

Subject: A resolution awarding Bid 12-45, Tree Grates to Scurlock Industries as primary supplier, Neenah Foundry Company as secondary supplier, authorizing the use of other bidders based on price and availability and approving the purchase of tree grates for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2012.

PROPOSAL:

The purchase of bulk construction materials and services is necessary to maintain the City's current infrastructure and to implement the Capital Improvement Program projects outlined in the 2012 Annual Budget & Work Program and five-year Capital Improvement Program. Sealed formal bids for tree grates were publicly read and the results are attached to this memo.

RECOMMENDATION:

Staff recommends awarding the tree grates bid to Scurlock Industries as primary supplier, Neenah Foundry Company as secondary supplier, and authorizing the use of other bidders based on price and availability for use on an "as needed" basis, in the event that the primary or secondary suppliers cannot supply the necessary materials or services within the time frame required to complete a project.

BUDGET IMPACT:

Funds for the acquisition of these materials have been budgeted in the Sidewalk Improvements project within the Sales Tax Capital Improvements fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-45 AND AUTHORIZING THE PURCHASE OF TREE GRATES FROM SCURLOCK INDUSTRIES AS A PRIMARY SUPPLIER AND NEENAH FOUNDRY COMPANY AS A SECONDARY SUPPLIER FOR THE UNIT PRICES STATED, AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2012

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-45 and authorizes the purchase of tree grates from Scurlock Industries as a primary supplier and Neenah Foundry Company as a secondary supplier, for the unit prices stated, as needed through the end of calendar year 2012.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the use of other bidders based on price and availability.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



A. 5

Bid #12-45 Scurlock Industries &

Neenah Foundry Company

Page 4 of 4

BID: 12-45

DATE: 05/17/12

TIME: 3:00 PM

CITY OF FAYETTEVILLE

Bid 12-45 Tree Grates

BIDDER	Est. Quantity	Unit Price	TOTAL COST
1 Border Construction Specialties	45	\$1,652.00	\$74,340.00
2 Ferguson Waterworks	45	\$1,238.00	\$55,710.00
3 HD Supply Waterworks	45	\$1,261.00	\$56,745.00
4 Neenah Foundry Company	45	\$1,138.00	\$51,210.00
5 Play by Design, Inc.	45	\$1,310.00	\$58,950.00
6 Scurlock Industries	45	\$1,114.56	\$50,155.20
7 Water Products, Inc.	45	\$1,227.00	\$55,215.00

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

CERTIFIED:


P. VICE, PURCH MGR


WITNESS

5-17-12
DATE

City of Fayetteville Staff Review Form

A. 6
 Arkansas Air and Military Museum, Inc.
 Page 1 of 10

City Council Agenda Items
 and
 Contracts, Leases or Agreements

n/a 6-19-12

City Council Meeting Date
 Agenda Items Only

Ray Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: Request approval for a Lease with the Arkansas Air and Military Museum, Inc., 4290 S. School Ave., Fayetteville, AR 72701, phone 479-521-5947. The two museum at the airport have merged creating a need for a new lease. The attached Staff Review Memo explains actions in lieu of compensation.

<u>Cost of this request</u>	\$ <u>-</u>	<u>Category / Project Budget</u>	<u>Program Category / Project Name</u>
<u>n/a</u>	\$ <u>-</u>	<u>Funds Used to Date</u>	<u>Program / Project Category Name</u>
<u>Account Number</u>	\$ <u>-</u>	<u>Remaining Balance</u>	<u>n/a</u>
<u>Project Number</u>			<u>Fund Name</u>

Budgeted Item

☒

Budget Adjustment Attached

☐

Ray Boudreaux
 Department Director
Ray Boudreaux
 City Attorney

5-30-12
 Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

6-1-12
 Date

Paul A. Barker
 Finance and Internal Services Director

6-1-2012
 Date

Received in City
 Clerk's Office

05-31-12 P03:20 RCVD

Kim G.

Don Man
 Chief of Staff

6-4-12
 Date

Received in
 Mayor's Office



Lionel Jordan
 Mayor

6/4/12
 Date

Comments:

CONTRACT REVIEW MEMO

TO: LIONELD JORDAN, MAYOR

THRU: DON MARR, CHIEF OF STAFF

THRU: CONTRACT REVIEW COMMITTEE

THRU: TERRY GULLEY, TRANSPORTATION DIRECTOR *TJG*

FROM: RAY M. BOUDREAUX, AVIATION DIRECTOR *RMB*

DATE: MAY 3, 2012

SUBJECT: APPROVE LEASE
(Arkansas Air and Military Museum, Inc.)

RECOMMENDATION: Approve a Lease with Arkansas Air and Military Museum, Inc., 4290 S. School Avenue, Fayetteville, Arkansas 72701, phone 479-521-4947, with the City Clerk and Mayor's signatures. Lease is for ten years beginning on May 1, 2012, any extension(s) of lease to be negotiated before the end of the lease term.

BACKGROUND: The two museums located on the airport, Arkansas Air Museum, and the Ozark Military Museum, have merged making it necessary to have a new lease, for the new organization. The museum will be renting two city-owned buildings and adjacent land. A museum-owned building sits on part of the adjacent land. There is no change in the location of the museum. The museum will be responsible for their utilities.

BUDGET IMPACT: The museum agrees, in lieu of rent payments as compensation to the citizens of Fayetteville for the use of public property on the airport, to allow the citizens of Fayetteville free admission to the museum on Veteran's Day and Memorial Day. The museum further agrees to work with the Fayetteville Public Schools to provide to all fourth grade classes free tours and presentations on the history and principles of flight, annually. The museum will vigorously pursue advertising and promotions on behalf on the citizens to attract tourist to the community.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH ARKANSAS AIR AND MILITARY MUSEUM, INC. FOR FACILITIES AT 4290 S. SCHOOL AVENUE AND 4360 S. SCHOOL AVENUE TO PROVIDE AN AIR MUSEUM AT FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD

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 lease agreement with Arkansas Air and Military Museum, Inc. for facilities at 4290 S. School Avenue and 4360 S. School Avenue to provide an air museum at Fayetteville Executive Airport-Drake Field. A copy of the lease agreement is attached as Exhibit "A".

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

LEASE AGREEMENT

ARKANSAS AIR AND MILITARY MUSEUM, INC.

This LEASE AGREEMENT made this 13th day of MAY, 2012, by and between the City of Fayetteville, Arkansas, hereinafter called the "City", and the Arkansas Air and Military Museum, Inc., of 4290 S. School Avenue, Fayetteville, Arkansas 72701, hereafter called the "Museum". Arkansas Air Museum and the Ozark Military Museum have merged and operate with the new name of Arkansas Air and Military Museum, Inc.

WHEREAS, the City is the owner of an airport known as the Fayetteville Executive Airport Drake Field, herein referred to as the "Airport"; and

WHEREAS, the City is the owner of 4290 S. School Avenue and 4360 S. School Avenue and adjacent land on the Fayetteville Executive Airport; and

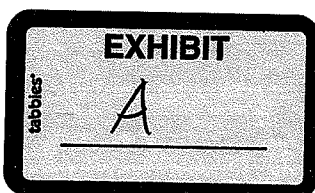
WHEREAS, the Museum desires to lease 4290 and 4360 and adjacent land considered the Museum complex.

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

1. The City leases to the Museum, and the Museum leases from the City, 3.6 acres plus or minus of land and buildings in the museum complex, including two City owned buildings at 4290 and 4360 S. School Avenue, and a museum owned building at 4350 S. School Avenue; all locations are shown on Exhibit "A", attached hereto and made a part hereof. Ownership of the museum owned building will revert to the City at the end of this Lease term on April 30, 2022, as referenced in the previous lease with Ozark Military Museum.

2. The Museum is granted the use, without charge, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. The Museum shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for the Museum, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to the Museum.



4. Subject to earlier termination as hereinafter provided, the initial term of this Agreement shall be for ten (10) years, commencing on the 1st day of May, 2012, and ending on the 30th day of April, 2022. At least One-Hundred-and-Twenty (120) days prior to the termination date, the Museum shall give the City written notice if the Museum desires to extend the Lease. Negotiations between the Airport and the Museum shall determine whether further extension(s) shall be granted and at what monthly rental rate. Should further extension(s) not be granted, all real property improvements to the City of Fayetteville owned property shall remain the property of the City of Fayetteville.

5. The Museum agrees, in lieu of rent payments as compensation to the citizens of Fayetteville for the use of public property on the airport, to allow the citizens of Fayetteville free admission to the Museum on Veteran's Day and Memorial Day. The Museum further agrees to work with the Fayetteville Public Schools to provide to all fourth grade classes free tours and presentations on the history and principles of flight, annually. Finally, the Museum will vigorously pursue advertising and promotions on behalf of the citizens to attract tourist to the community.

6. The City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of the Museum. The Museum shall, at the termination, surrender or forfeiture of this lease, return said premises in same, or better, condition premises were at the beginning of the lease, normal wear and tear excepted.

7. The Museum shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: The Museum shall bear the cost of all improvements or additions made to the interior or exterior of the City owned buildings on the leased premises. No improvements or additions to any part of the leased premises shall be made by the Museum without the prior written approval of the Airport Director, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on, or attached to, the leased premises must have the prior written approval of the Airport Director and conform to all City Ordinances.

9. Maintenance of 4290 and 4360 S. School Avenue: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facilities which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of the Museum, or the Museum's agents or invites, upon notice from the Museum, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the

demised premises are completely destroyed, the City may reconstruct the facility at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or the City may, at its option, cancel this agreement, such cancellation to be effective as of the date the facility was destroyed, and the rent adjusted as set forth above.

10. Maintenance of 4350 S. School Avenue: The Museum shall be responsible for maintenance on the Museum owned facility.

11. The Museum agrees to observe and obey the City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of the Museum's aircraft at the Airport.

"The Minimum Standards for Fayetteville Executive Airport Drake Field" herein referred to as Airport Minimum Standards at Fayetteville Executive Airport are made part of this lease by reference as if included word for word.

12. The Museum agrees that it shall use the premises only for the display, maintenance and repair of historic memorabilia and for the storage of airplanes and materials and equipment necessarily related to the operation of said airplanes. The Museum further agrees not to store any flammable material other than a limited supply of oils and agents necessary for current aircraft operations on the premises or in any way endanger or violate the provisions of the City's property insurance policy or the requirement of same. Such violations shall constitute a material breach of this agreement.

13. If the demised premises at 4290 and 4360 S. School Avenue are partially damaged by fire or other casualty which is not due to the negligence or fault of the Arkansas Air and Military Museum, Inc., said premises shall be repaired with due diligence by the City at the City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, the City may reconstruct the facility at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or the City may, at its option, cancel this agreement, such cancellation to be effective as of the date the facility was destroyed, and the rent adjusted as set forth above. The hangar facility located at 4350 S. School Avenue shall revert to the City at the end of this Lease Agreement. The provisions of this paragraph do not apply to the Museum owned hangar until it becomes the property of the City of Fayetteville.

14. The Museum shall procure and maintain in force during the term, and any extended term, of this agreement fire and extended coverage insurance on the Museum's displays, aircraft and vehicles in an amount equivalent to the replacement cost thereof. The Museum shall procure and maintain in force during the term, and any extended term, of this agreement insurance to meet the requirements in the Minimum Standards for the Museum's business operation on the Airport. The Museum shall also be required to insure any contents within the facilities. The City of Fayetteville shall be named Additional Insured and a copy of the policy material on file in the Airport Administration Office. The City shall procure and maintain in force during the term of this agreement fire and extended coverage on the facilities at 4290 and 4360 S. School in an amount equivalent to the replacement cost thereof. The Museum shall procure and maintain in force during the term, and any extended term, of this agreement, insurance required by the Airport's Minimum Standards for the Museum owned facility at 4350 S. School Avenue.

15. The Museum agrees to indemnify the City against any liability for injuries to persons or damage to property caused by the Museum's use or occupancy of the lease premises; provided, however, that the Museum shall not be liable for any injury, damage or loss occasioned by the negligence of the City or its agents or employees; and provided further, that the City shall give to the Museum prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect the Museum, and the Museum shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. Assigning, Subletting and Encumbering. The Museum shall not assign this Agreement in whole, or in part, nor sublease, all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any consent by the City to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of the Museum's creditors or otherwise by operation of law shall not be effective to transfer or assign the Museum's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither the Museum's interest in this Agreement, nor any estate created hereby in the Museum nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of the Museum are transferred, or if any partnership interests of the Museum are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of the Museum, same shall be deemed an assignment for the purposes of this Section 16 and shall require the City's prior consent, and the Museum shall notify the City of any such change or proposed change.

17. On the expiration or other termination of this lease the Museum's right to use the demised premises shall cease, and Museum shall vacate the premises without unreasonable delay.

All property installed, erected, or placed by the Museum, in, on, or about the premises leased hereunder shall be deemed to be personalty and shall remain the property of the Museum. The Museum shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration, or other termination of this agreement, to remove any or all of such property, subject, however, to the Museum's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by the Museum prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City .

18. The City may enter the premises leased to the Museum at any reasonable time for any purpose necessary or incidental to the performance of its obligations or the Museum's obligations hereunder.

19. The Museum shall maintain the demised premises in a clean and orderly fashion at all times. The Museum shall be responsible for the upkeep and mowing of the leased property.

20. The Museum shall not start or operate aircraft engines within any aircraft hangar and shall not allow such operations by any other person.

21. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE:

Fayetteville Executive Airport
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
PH: 479-718-7642

**ARKANSAS AIR AND MILITARY
MUSEUM, INC.:**

Arkansas Air and Military Museum, Inc.
4290 S. School Avenue
Fayetteville, Arkansas 72701
PH: 479-521-4947

22. This agreement shall be construed under the laws of the State of Arkansas.

23. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

The Museum has received a copy of the Airport's Minimum Standards.



(tenant's initials)

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS:

BY:

Lioneld Jordan, Mayor

Date

ATTEST:

By:

Sondra Smith, City Clerk and Treasurer, Date

ARKANSAS AIR AND MILITARY MUSEUM, INC.:

BY:



5-1-2012

Marc W. Whittlesey
President

Date

Title

ATTEST:



5/1/12

RICHARD P. MCKINLEY

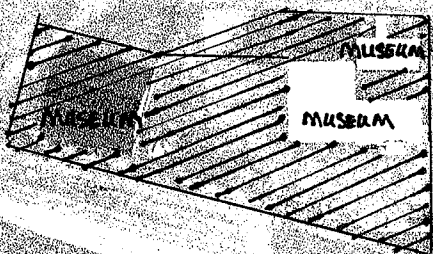
Date

Secretary

Title

RUNWAY

TAXIWAY



U.S. HIGHWAY 71

TERMINAL BLDG



City of Fayetteville Staff Review Form

A. 7
 Bid #12-46 Pavement
 Maintenance Unlimited, LLC
 Page 1 of 58

City Council Agenda Items
 and
 Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
 Agenda Items Only

Ray M. Boudreaux

Aviation

Transportation

Submitted By

Division

Department

Action Required:

Action Required: A Resolution to:

12-46

- a) Approve a Contract with Pavement Maintenance Unlimited, LLC, for Airport Pavement Rehab and Re-marking in the amount of \$99,190
- b) Approve Change Order #1 to Contract with Pavement Maintenance Unlimited, LLC, in the amount of \$22,050 (Increase).
- c) Approve application to and acceptance of Grants from DOT/FAA and the Arkansas Department of Aeronautics.
- d) Approve a five percent (5%) project contingency in the amount of \$7012.
- e) Approve a Budget Adjustment for project expense and recognizing grant revenue.

\$ 129,252.00

Cost of this request

\$ 18,000.00

Category / Project Budget

Pavement Rehab & Re-marking Phase II

Program Category / Project Name

5550.3960.7820.41

Account Number

\$ 18,000.00

Funds Used to Date

Airport Capital

Program / Project Category Name

12012 1

Project Number

\$ -

Remaining Balance

Airport

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Ray M. Boudreaux
 Department Director

5-31-12
 Date

Previous Ordinance or Resolution # 84-12

Original Contract Date:

Ray M. Boudreaux
 City Attorney

5-31-12
 Date

Original Contract Number:

Paul A. Boudreaux
 Finance and Internal Services Director

6-1-2012
 Date

Received in City
 Clerk's Office 05-31-12 P12:04 RCVD

Alvin M. Man
 Chief of Staff

6-4-12
 Date

Received in
 Mayor's Office

Donald Jordan
 Mayor

6/4/12
 Date

ENTERED
 6/11/12
 JH

Comments: Project is 95% reimbursable from grants. See attached Budget Adjustment for detail.

~~By exceeding now, City will be obligated to the contract and the grant funding is determined.~~



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

City Council Meeting of: June 19, 2012
Agenda Item Number:

A. 7
Bid #12-46 Pavement
Maintenance Unlimited, LLC
Page 2 of 58

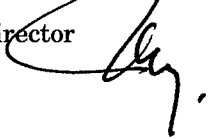
CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director 

FROM: Ray M. Boudreaux, Aviation Director 

DATE: May 30, 2012

SUBJECT: **Approve Contract and Change Order No. 1 with Pavement Maintenance Unlimited, LLC for the Pavement Rehab Phase II project, Grant funding applications from DOT/FAA and Arkansas Department of Aeronautics, and a budget adjustment.**

RECOMMENDATION: Approve a Contract with Pavement Maintenance Unlimited, LLC, a project Change Order to increase the scope of the project, approve a five percent (5%) project contingency amount, approve the application to and receipt of grant funding from the DOT/FAA and Arkansas Department of Aeronautics, and approve a budget adjustment increasing the project budget, recognizing the revenue for the project, and restoring the grant-funded portion of the Airport's Use of fund balance account used for initial design and bidding costs.

BACKGROUND: The City Council approved the design/engineering portion of the project May 1st, 2012, Res. #84-12. The project is eligible for 95% funding with the remaining 5% to be paid from the Airport's reserves. The project rehabilitates the remaining portions of asphalt pavements that were not addressed in the 2011 pavement rehabilitation project. The work comprises application of Rejuvaseal and re-painting of taxiway and aircraft parking apron markings.

This item requests City Council approval of the contract and Change Order No 1 with Pavement Maintenance Unlimited, LLC, Inc., for the work. Change Order No. 1 expands the scope of the work to add several desired items. Bids received were below estimate so sufficient grant funding is available from the FAA for the additional work. 5% match for this project will be paid by the Arkansas Aeronautics Commission.

BUDGET IMPACT: This project is 90% funded by the FAA (\$132,527), 5% Arkansas Department of Aeronautics (\$7362), and the remaining 5% will be paid from the Airport's reserves (\$7363).

Attachments: Staff Review
Contract
Change Order No. 1
Grant Application DOT/FAA
Grant Application AR Dept Aeronautics
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-46 AND AUTHORIZING A CONTRACT WITH PAVEMENT MAINTENANCE UNLIMITED, LLC FOR PAVEMENT REHABILITATION AND RE-MARKING AT FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD IN THE AMOUNT OF \$99,190.00, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT IN THE AMOUNT OF \$22,050.00, BOTH CONTINGENT UPON THE RECEIPT OF GRANT FUNDING, AUTHORIZING ACCEPTANCE OF GRANT FUNDING TO FUND NINETY-FIVE PERCENT (95%) OF THE PROJECT, APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF \$7,012.00, 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 awards Bid #12-46 and authorizes a contract with Pavement Maintenance Unlimited, LLC for pavement rehabilitation and re-marking at Fayetteville Executive Airport-Drake Field in the amount of \$99,190.00, contingent on the receipt of grant funding.

Section 2. That the City Council of the City of Fayetteville, Arkansas further approves Change Order No. 1 to the contract with Pavement Maintenance Unlimited, LLC in the amount of \$22,050.00, contingent upon the receipt of grant funding.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency in the amount of \$7,012.00.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of grants to provide ninety-five percent (95%) funding for the project.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 7 V11.0222
Bid #12-46 Pavement
Maintenance Unlimited, LLC
Page 4 of 56

May 29, 2012

Mr. Heath Wills
Pavement Maintenance Unlimited, LLC
3510 West James Circle
Pass Christian, MS 39571

Re: Drake Field Phase II, Airfield Pavement Rehab
Fayetteville Executive Airport

Dear Mr. Wills:

The City of Fayetteville is proceeding with the approval of a contract with Pavement Maintenance Unlimited, LLC for the Phase II work regarding the Airfield Pavement Rehab at the June 19, 2012 City Council meeting. The City is requesting to add additional striping on the Runway and Taxiways to address issues that resulted from the recent FAA Certification Inspection. The Change Order will add the restriping of the Runway Threshold markings, the Runway Number markings, the interior stripe of the Touchdown marking closest to the runway centerline, and the restriping of the Centerlines for the concrete taxiways. The amount added by Change Order No. 1 is \$22,050.00.

We have enclosed four (4) copies of the Change Order No. 1 and the Contract for your signature. Please return three (3) signed copies by June 7, 2012. We will be forwarding copies of the bond in the next several days.

If there are any questions regarding the Contract or Change Order, please contact us.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

R. Wayne Jones, P.E.
Vice President

Enclosure: Change Order No. 1 (4 copies)
Contract (4 copies)

Cc: Ray Boudreaux, City of Fay.

CONTRACT

THIS AGREEMENT, made and entered into on the ____ day of June 2012, by and between **Pavement Maintenance Unlimited, LLC**, herein called the Contractor, and the **City of Fayetteville**:

WITNESSETH:

That **Pavement Maintenance Unlimited, LLC**, for the consideration hereinafter fully set out, hereby agrees with the **City of Fayetteville** as follows:

1. That **Pavement Maintenance Unlimited, LLC**, shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled:

Phase II, Airfield Pavement Rehabilitation & Restriping, Fayetteville Executive Airport,

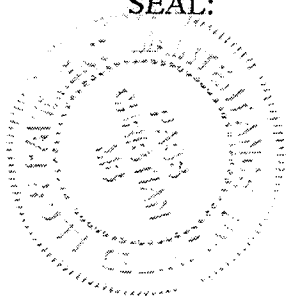
Advertisement for Bids	Payment Bond
Instructions to Bidders	General Conditions
Bid and acceptance thereof	Supplemental Conditions
Performance Bond	Specifications
	Drawings – 3 Sheets

2. That the **City of Fayetteville** hereby agrees to pay to **Pavement Maintenance Unlimited, LLC** for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of the bid **\$99,190 plus Change Order #1 for (\$22,050) for a Contract Amount of One Hundred Twenty One Thousand, Two Hundred Forty Dollars (\$121,240.00).**
3. The Work will be completed and ready for final payment in accordance with the General Conditions within **45** days after the date when the Contract Time commences to run, as provided in the Notice to Proceed.
4. Liquidated Damages: **City of Fayetteville** and **Pavement Maintenance Unlimited, LLC**, recognize that time is of the essence of this Agreement and the **City of Fayetteville** will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by **City of Fayetteville** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **City of Fayetteville** and **Pavement Maintenance Unlimited, LLC**, agree that as liquidated damages for delay (but not as a penalty) **Pavement Maintenance Unlimited, LLC**, shall pay **City of Fayetteville** **One Hundred Dollars (\$100.00)** for each day that expires after the time specified in Paragraph 3 for completion and readiness for final payment.

5. That within **30 days** of receipt of an approved payment request, **the City of Fayetteville** shall make partial payments to **Pavement Maintenance Unlimited, LLC**, on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by **Pavement Maintenance Unlimited, LLC**, LESS the retainage provided in the General Conditions, which is to be withheld by the **City of Fayetteville** until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the **City of Fayetteville**.
6. That upon submission by **Pavement Maintenance Unlimited, LLC**, of evidence satisfactory to the **City of Fayetteville** that all payrolls, material bills, and other costs incurred by **Pavement Maintenance Unlimited, LLC**, in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within **60 days** after the completion by **Pavement Maintenance Unlimited, LLC**, of all work covered by this Agreement and the acceptance of such work by the **City of Fayetteville**.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the **City of Fayetteville** shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, **Pavement Maintenance Unlimited, LLC**, shall, at its expense, within **5 days** after the receipt of notice from the **City of Fayetteville**, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the **City of Fayetteville**. In such event, no further payment to **Pavement Maintenance Unlimited, LLC**, shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the **City of Fayetteville**.
8. 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.
9. **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 Arkansas Freedom of Information Act request is presented to the City of Fayetteville, **Pavement Maintenance Unlimited, LLC** will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. Seq.). Only Legally authorized photocopying cost pursuant to the FOIA may be assessed for this compliance.

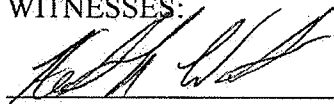
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original Contract.

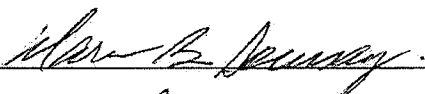
SEAL:



Pavement Maintenance Unlimited, LLC

WITNESSES:



By 

Title

ATTEST:

CITY OF FAYETTEVILLE

City Clerk

By _____
Lioneld Jordan, Mayor

CHANGE ORDER

Order No. 1
Date: May 29, 2012
Agreement Date: June 19, 2012

NAME OF PROJECT: Phase II, Airfield Pavement Rehabilitation & Striping (AIP Proj. No. 3-05-0020-41-2012)

OWNER: City of Fayetteville (Airport Department)

CONTRACTOR: Pavement Maintenance Unlimited, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Increase the quantity for Bid Item No. 3: from 10,000 SF to 28,000 SF and change the work to include the restriping of the Runway Threshold, Numbers and Touchdown Markings at the unit price at \$0.90/SF.
Add cost of \$ 16,200.00 to the contract..
2. Increase the quantity for Bid Item No. 5: from 1,500 SF to 8,000 SF and change the work to include the restriping of the concrete Taxiways "G" & "E" east of the runway, Taxiway "B" west of the runway and the non-movement striping along the Terminal Apron including the black outline striping at the unit price at \$0.90/SF.
Add cost of \$ 5,850.00 to the contract.

Justification:

1. The Owner has recently had the FAA Certification Inspection and these additional striping items were noted in the inspection as area the need to be corrected.

CONTRACT PRICE prior to this Change Orders: \$ 99,190.00

Increase in Contract Price: \$ 22,050.00

Revised CONTRACT PRICE Including this Change Order: \$ 121,240.00

Final Completion Time Prior to This Change Order: 45 Calendar Days

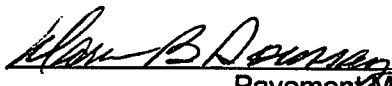
Net Time Change Resulting From This Change Order: 0 Calendar Days

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) ~~(decreased)~~ by 0 calendar days.

Approvals Required:

To be effective this Order must be approved by the Owner if it changes the scope or objective or the PROJECT, or as may otherwise be required by the GENERAL CONDITIONS.

Requested by:  5-31-12
Pavement Maintenance Unlimited, LLC Date

Recommended by: _____
McClelland Consulting Engineers, Inc. Date

Approved by: _____
City of Fayetteville Date

May 29, 2012

Mr. Ray Boudreaux
Airport Department
City of Fayetteville
4500 S. School Ave., Suite F
Fayetteville, AR 72701

Re: Drake Field Phase II Airfield Pavement Rehab
Fayetteville Executive Airport,

Dear Mr. Boudreaux:

Bids were received on the above referenced project on Thursday May 17, 2012, with three Contractors submitting bids for this project. One bidder was non-responsive as they did not acknowledge the Addendum No. 1, which we have conformation that their office received the faxed copy of the addendum. The low bidder for the Basis of Award for the Total Bid is Pavement Maintenance Unlimited, LLC of Pass Christian, Mississippi, in the amount of \$99,190.00. A copy of the certified Bid Tabulation is enclosed. The Engineer's estimate of the Construction Cost was in the amount of \$154,900.00. The Bid amount is below the estimated project construction cost and additional striping work can be added to address the recently completed FAA Certification Inspection.

We recommend the City accept the low bid submitted by Pavement Maintenance Unlimited, LLC, for the Base Bid of in the amount of \$99,190.00 plus the cost of Change Order No. 1 in the amount of \$22,050.00 for a total project amount of \$121,240.00. Our Little Rock Office has worked with Pavement Maintenance Unlimited, LLC on several occasions and has had good results with their construction.

If there are any questions regarding the bids or this recommendation, please contact us.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.



R. Wayne Jones, P.E.
Vice President/Project Manager

Enclosure: Bid Tabulation
Contract & Change Order No. 1
Engineers Estimate of Project Cost

CONTRACT

THIS AGREEMENT, made and entered into on the ____ day of June 2012, by and between **Pavement Maintenance Unlimited, LLC**, herein called the Contractor, and the **City of Fayetteville**:

WITNESSETH:

That **Pavement Maintenance Unlimited, LLC**, for the consideration hereinafter fully set out, hereby agrees with the **City of Fayetteville** as follows:

1. That **Pavement Maintenance Unlimited, LLC**, shall furnish all the materials, and perform all of the work in manner and form as provided by the following enumerated Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein and are entitled:

Phase II, Airfield Pavement Rehabilitation & Restriping, Fayetteville Executive Airport,

Advertisement for Bids	Payment Bond
Instructions to Bidders	General Conditions
Bid and acceptance thereof	Supplemental Conditions
Performance Bond	Specifications
	Drawings – 3 Sheets

2. That the **City of Fayetteville** hereby agrees to pay to **Pavement Maintenance Unlimited, LLC** for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid, in lawful money of the United States, the amount of the bid **\$99,190 plus Change Order #1 for (\$22,050) for a Contract Amount of One Hundred Twenty One Thousand, Two Hundred Forty Dollars (\$121,240.00).**
3. The Work will be completed and ready for final payment in accordance with the General Conditions within **45** days after the date when the Contract Time commences to run, as provided in the Notice to Proceed.
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5. That within **30 days** of receipt of an approved payment request, **the City of Fayetteville** shall make partial payments to **Pavement Maintenance Unlimited, LLC**, on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by **Pavement Maintenance Unlimited, LLC**, LESS the retainage provided in the General Conditions, which is to be withheld by the **City of Fayetteville** until all work within a particular part has been performed strictly in accordance with this Agreement and until such work has been accepted by the **City of Fayetteville**.
6. That upon submission by **Pavement Maintenance Unlimited, LLC**, of evidence satisfactory to the **City of Fayetteville** that all payrolls, material bills, and other costs incurred by **Pavement Maintenance Unlimited, LLC**, in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within **60 days** after the completion by **Pavement Maintenance Unlimited, LLC**, of all work covered by this Agreement and the acceptance of such work by the **City of Fayetteville**.
7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the **City of Fayetteville** shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the work, **Pavement Maintenance Unlimited, LLC**, shall, at its expense, within **5 days** after the receipt of notice from the **City of Fayetteville**, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the **City of Fayetteville**. In such event, no further payment to **Pavement Maintenance Unlimited, LLC**, shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the **City of Fayetteville**.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original Contract.

SEAL:

Pavement Maintenance Unlimited, LLC

WITNESSES:

By _____

Title

ATTEST:

CITY OF FAYETTEVILLE

City Clerk

By _____

Lioneld Jordan, Mayor

CHANGE ORDER

Order No. 1
Date: May 29, 2012
Agreement Date: June 19, 2012

NAME OF PROJECT: Phase II, Airfield Pavement Rehabilitation & Striping (AIP Proj. No. 3-05-0020-41-2012)

OWNER: City of Fayetteville (Airport Department)

CONTRACTOR: Pavement Maintenance Unlimited, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Increase the quantity for Bid Item No. 3: from 10,000 SF to 28,000 SF and change the work to include the restriping of the Runway Threshold, Numbers and Touchdown Markings at the unit price at \$0.90/SF.
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Revised CONTRACT PRICE Including this Change Order: \$ 121,240.00

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Net Time Change Resulting From This Change Order: 0 Calendar Days

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) ~~(decreased)~~ by 0 calendar days.

Approvals Required:

To be effective this Order must be approved by the Owner if it changes the scope or objective or the PROJECT, or as may otherwise be required by the GENERAL CONDITIONS.

Requested by: _____
Pavement Maintenance Unlimited, LLC Date

Recommended by: _____
McClelland Consulting Engineers, Inc. Date

Approved by: _____
City of Fayetteville Date

Fayetteville Executive Airport, Drake Field
Estimate of Probable Construction Costs
Airfield Pavement Rehabilitation
Project No.: FY112141
Date: March 28, 2012
Prepared by: McClelland Consulting Engineers, Inc.



Item No.	Description	Qty.	Unit	Unit Price	Extended
1	Mobilization & Demobilization	1	LS	\$5,000.00	\$5,000.00
2	Rejuvenation Sealer for Taxiway and Aprons	112,000	SY	\$1.10	\$123,200.00
3	Taxiway Striping (Yellow)	5,000	SF	\$1.70	\$8,500.00
4	Friction Testing, (If Required)	1	LS	\$6,000.00	\$6,000.00
5	Runway Striping (White)	10000	SF	\$1.20	\$12,000.00
6	Third Party (OCP) Insurance, Complete	1.0	LS	\$200.00	\$200.00
	SUBTOTAL				\$154,900.00

TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COSTS

\$154,900.00

Rejuvenation Sealer Areas

Taxiway "B" South (12000 SY)
 West Aprons (42000 SY)
 East Apron & Road (48000 SY)
 Exec. Hangar Area (9900 SY)

Engineering Costs

Design Services \$8,250.00
 Bidding Services \$2,500.00
 Const. Phase Services \$6,500.00

Total Engineering Costs \$17,250.00

TOTAL ESTIMATED PROJECT COSTS

\$172,150.00

FAA Funding (90%)

\$154,935.00

Ark. Aeronautics Funding

\$8,607.50

City of Fayetteville Airport Funding

\$8,607.50

R. Wayne Jones, P.E. #4532

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): * Other (Specify) 		
* 3. Date Received: 		4. Applicant Identifier:
5a. Federal Entity Identifier: AR/OK ADO, ASW-630		* 5b. Federal Award Identifier: 3-05-0020-41-2012
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Fayetteville		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 716018462		* c. Organizational DUNS: 134398903
d. Address:		
* Street1: 113 W Mountain St		
Street2:		
* City: Fayetteville		
County: Washington		
* State: Arkansas		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 72701		
e. Organizational Unit:		
Department Name: Transportation		Division Name: Aviation
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.		* First Name: Ray
Middle Name: M		
* Last Name: Boudreaux		
Suffix:		
Title: Aviation Director		
Organizational Affiliation: Airport Manager, Drake Field, KFYV		
* Telephone Number: 479-718-7642		Fax Number: 479-718-7646
* Email: rboudreaux@ci.fayetteville.ar.us		

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

(C) City Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program (AIP)

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

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

City of Fayetteville, Washington County, Arkansas

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

Pavement Rehabilitation & Re-marking Phase II

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant AR District 3

* b. Program/Project AR District 3

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

17. Proposed Project:

* a. Start Date: June 2012

* b. End Date: August 2012

18. Estimated Funding (\$):

* a. Federal 132,527

* b. Applicant 7,363

* c. State 7,362

* d. Local

* e. Other

* f. Program Income

* g. TOTAL 147,252

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

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

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

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

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

☐ Yes

☒ No

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: The Honorable

* First Name: Lioneld

Middle Name:

* Last Name: Jordan

Suffix:

* Title: Mayor, City of Fayetteville

* Telephone Number: 479-575-8330

Fax Number: 479-575-8257

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

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanation**

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

N/A

PART II

PROJECT APPROVAL INFORMATION
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body:

Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☒ Yes ☐ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ No

Check one:

State

Local

Regional

☐
☐
☐

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has adopted Drake Field Ordinance 2607, which regulates and restricts all land use activities in the vicinity of Fayetteville Executive Airport, Drake Field. Adopted January 20, 1980 and as amended.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

Not applicable

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Not applicable

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not applicable

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Not applicable

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION**SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No..... 20-106

2. Functional or Other Breakout Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$ 8,000
5. Other Architectural engineering fees			\$ 2,500
6. Project inspection fees			\$ 7,500
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal - Obstruction removal			
11. Construction and project improvement			\$ 121,240
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$ 140,240
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$ 140,240
17. Less: Ineligible Exclusions			
18. Add: Contingencies (5%)			\$ 7,012
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$ 147,252
20. Federal Share requested of Line 19			\$ 132,527
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$ 132,527
23. Grantee share			7,363
24. Other shares AR State Dept Aeronautics 5% Match			\$ 7,362
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 147,252

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 7,363
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State Arkansas Department of Aeronautics	\$ 7,362
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 14,725

SECTION E - REMARKS**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

PART IV
PROGRAM NARRATIVE
(Suggested Format)

A. 7
Bid #12-46 Pavement
Maintenance Unlimited, LLC
Page 26 of 58

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : RW 34 Approach, Acquire Avigation Easements and Remove Obstructions

AIRPORT : Drake Field, FYV

1. Objective:

Rehabilitate existing asphalt Taxiways and aircraft parking apron area. Project comprises crack sealing, asphalt rejuvenation sealer, and re-marking of the remainder of the asphalt areas not addressed in the previous AIP project (3-05-0020-40-2011).

2. Benefits Anticipated:

Will extend the usable life of the pavement. Will restore deteriorated pavement markings.

3. Approach : (See approved Scope of Work in Final Application)

d. Consulting Airport Engineer to produce plans & specifications for bidding. Suitable specialized pavement rehab and painting contractors hired to perform the work.

4. Geographic Location:

A portion of Taxiways, aircraft parking aprons, hangar building aprons. See attached vicinity map, Exhibit "A"

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Ray M. Boudreaux, Director Aviation Division

4500 S School Ave, Ste F

Fayetteville, AR, 72701

Phone: 479-718-7642, Fax: 479-718-7646, e-mail: rboudreaux@ci.fayetteville.ar.us



FAA
Airports

Grant Assurances Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
 Executive Order 11990 - Protection of Wetlands
 Executive Order 11998 – Flood Plain Management
 Executive Order 12372 - Intergovernmental Review of Federal Programs
 Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New
 Building Construction¹
 Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
- 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of

this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STANDARD DOT TITLE VI ASSURANCES

City of Fayetteville, Arkansas (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Fayetteville, Arkansas
(Sponsor)

By _____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 SELECTION OF CONSULTANTS**

City of Fayetteville, Arkansas

(Sponsor)

Drake Field KFYV

(Airport)

3-05-0020-41-2012

(Project Number)

Description of Work:

Pavement rehabilitation of taxiways and parking aprons comprising: joint seal, crack repair, rejuvenation sealer application, re-marking.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	☐	☐	☒
5. The consultant services contract clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7. Mandatory contract provisions for grant-assisted contracts have been or will be included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	☒	☐	☐

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.



I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Fayetteville, Arkansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Lioneld Jordan

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 PROJECT PLANS AND SPECIFICATIONS**

City of Fayetteville, Arkansas

Drake Field KFYV

3-05-0020-41-2012

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Pavement rehabilitation of taxiways and parking aprons comprising: joint seal, crack repair, rejuvenation sealer application, re-marking.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One—General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were or will be prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☒	☐	☐
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☐	☐	☒
3. The development included or to be included in the plans is depicted on the airport layout plan approved by the FAA.	☒	☐	☐
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.	☒	☐	☐
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.	☒	☐	☐
6. If a value-engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.	☐	☐	☒
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.	☒	☐	☐

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	☒	☐	☐
9. The project was or will be physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	☒	☐	☐

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Fayetteville, Arkansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Lioneld Jordan

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION

EQUIPMENT/CONSTRUCTION CONTRACTS

City of Fayetteville, Arkansas

Drake Field KFYV

3-05-0020-41-12

(Sponsor)

(Airport)

(Project Number)

Description of Work

Pavement rehabilitation of taxiways and parking aprons comprising: joint seal, crack repair, rejuvenation sealer application, re-marking.

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement was or will be publicly advertised using the competitive sealed bid method of procurement.	☒	☐	☐
4. The bid solicitation clearly and accurately describes or will describe:			
a. The current Federal wage rate determination for all construction projects, and	☒	☐	☐
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was or will be obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	☒	☐	☐
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

Yes

No

- | | |
|--|---|
| <p>6. All contracts exceeding \$100,000 require or will require the following provisions:</p> <p>a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;</p> <p>b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and</p> <p>c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.</p> <p>7. All construction contracts contain or will contain provisions for:</p> <p>a. Compliance with the Copeland "Anti-Kick Back" Act, and</p> <p>b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.</p> <p>8. All construction contracts exceeding \$2,000 contain or will contain the following provisions:</p> <p>a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and</p> <p>b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.</p> <p>9. All construction contracts exceeding \$10,000 contain or will contain appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.</p> <p>10. All contracts and subcontracts contain or will contain clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.</p> <p>11. Appropriate checks have been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.</p> | <p>☒ ☐ ☐</p> <p>☒ ☐ ☐</p> <p>☒ ☐ ☐</p> <p>☒ ☐ ☐</p> <p>☒ ☐ ☐</p> <p>☒ ☐ ☐</p> |
|--|---|

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Fayetteville, Arkansas

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Lioneld Jordan

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

City of Fayetteville, Arkansas

(Sponsor)

Drake Field - FYV

(Airport)

3-05-0020-0041-12

(Project Number)

Description of Work:

Pavement rehabilitation of taxiways and parking aprons comprising: joint seal, crack repair, rejuvenation sealer application, re-marking.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been or will be established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	☒	☐	☐
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	☒	☐	☐
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			

Yes

No

5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

☒
☐
☐

6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

☒
☐
☐

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

☒
☐
☐

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	4500 S School Ave		
City:	Fayetteville		
State:	AR		
Zip code:	72701		

City of Fayetteville, Arkansas

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Lioneld Jordan

Type Name of Sponsor's Designated Official Representative

Mayor

Typed Title of Sponsor's Designated Official Representative

Date of Signature

State Airport Aid Application – Page 1

The City/County of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: 6/5/12

Name of Airport: Fayetteville Executive Airport, Drake Field

Name and address of City/County Commission sponsoring request:

City of Fayetteville
113 West Mountain
Fayetteville AR 72701

Phone Number: 479-575-8330

Fax Number: 479-575-8257

Person to Contact about project:

Ray M Boudreaux
4500 S School Ave Ste F
Fayetteville, AR 72701

Phone Number: 479-718-7642

Cell Number: 479-601-3520

Fax Number: 479-718-7646

Name and address of Engineering Firm (if applicable):

McClelland Consulting Engineers, Inc
PO Box 1229
Fayetteville AR 72702
479-443-2377 ph

Contact Person: R.Wayne Jones, PE

Phone/Fax Number: 479-443-9241 fax

Describe the work to be accomplished: Pavement rehabilitation Phase II to include: application of rejuvenation sealer and re-marking of sections of Taxiways and aircraft parking aprons that were not included in the previous pavement rehab project, (AIP40).

State and Local Project Costs:
Please indicate:

- ◇ 50-50% Match
- ◇ 80-20% Match
- ◇ 90-10% Match
- ◇ 100%

Total Cost of Project _____
Local Share/Funds _____
Local Share/In-Kind _____
State Share _____

Federal AIP Projects:

AIP Number: 3-05-0020-0041-12

- ◇ 95-5% Match
- ◇ 95-5-5% Match

Total Cost of Project: 147,252.00
Federal Share: 132,527.00
State Share: 7,362.00
Local Share: 7,363.00

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: DOT/FAA AIP Grant 90%, AR Dept of Aeronautics 5%, Local 5%

Source of In-Kind Services: _____

Estimated starting date of project: June 2012

Estimated completion date of project: Aug 2012

Project will be for: New Airport ☒ Existing Airport

Is land to be leased or purchased? No

Description of land and cost per acre: _____

Provide the Federal AIP Grant Number (if applicable): 3-05-0020-0041-12

State Legislators for your area:

State Senator: Sue Madison, District 7

State Representative: Uvalde Lindsey, District 88

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). Payment of grant funds are contingent upon the Department's annual appropriation.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____ day of _____, 20_____.

City of Fayetteville

Name of Sponsor

Authorized Signature

Lioneld Jordan, Mayor

Title

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
Agenda Items Only


Carole Jones/Alison Jumper
Submitted By

Park Planning
Division

Parks and Recreation
Department

Action Required:

Staff recommends approval of a resolution awarding Bid #12-52 and approval of a contract with Electrical Resources, Inc. in the amount of \$20,910 with a 10% project contingency of \$2,091 for a total project cost of \$23,001 for the Construction of Park Entry Signs.

\$ 23,001.00
Cost of this request

\$ 26,044.00
Category / Project Budget

Lake Fayetteville Trails/Park Signage
Program Category / Project Name

2250.9255.5315.00
Account Number

Funds Used to Date

Parks Development
Program / Project Category Name

03022.1
Project Numbers

\$ 26,044.00
Remaining Balance

Parks Development
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐


Department Director

6-1-11
Date

Previous Ordinance or Resolution #


City Attorney

6-1-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Beuhr
Finance and Internal Services Director

6-1-2012
Date

Received in City Clerk's Office
06-01-12 P02:14 RCVD


Don Mann
Chief of Staff

6-4-12
Date

Received in Mayor's Office
ENTERED
6/4/12



Mayor

6/4/12
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *CE*
Alison Jumper, Park Planning Superintendent *AJ*

From: Carole Jones, Park Planner II *CJ*

Date: June 1, 2012

Subject: **Bid #12-52, Construction of Park Entry Signs
Agenda Request for June 19, 2012 Meeting**

PROPOSAL:

White River Baseball Complex contains 16.7 acres and is located at 2080 S. Armstrong Avenue. The park is situated in the southeast quadrant of town east of Armstrong Avenue and south of 15th Street (Arkansas Highway 16). Lake Fayetteville Park contains 590 acres and is located at 1330 E. Lake Fayetteville Road. The park is situated in the northeast quadrant of town east of College Avenue (US Highway 71B) and north of Zion Road. Bayyari Park contains 7.4 acres and is located at 725 S. Regency Drive. The park is situated in the southeast quadrant of town north of Huntsville Road (Arkansas Highway 16).

The project includes the construction of three steel and stone park entry signs and associated site work – one at each of the abovementioned parks. Completion of the project will assist in the continuation of Parks and Recreation Department's effort to standardize and replace outdated park entry signs.

The project was advertised for bids on May 12 and May 19, 2012, and the bid opening was held on May 30, 2012. Four bids were received including Hammer and Chisel, Inc., Electrical Resources, Inc., General Construction Solutions, Inc. and LJB Construction with Electrical Resources, Inc. being the low bidder in the amount of \$20,910. If approved, the project will begin in July and is anticipated to be complete in September.

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid #12-52 and approval of a contract with Electrical Resources, Inc. in the amount of \$20,910 with a 10% project contingency of \$2,091 for a total project cost of \$23,001 for the Construction of Park Entry Signs.

BUDGET IMPACT:

The cost of \$23,001 is accounted for in project number 03022.1 – Lake Fayetteville Trails/Park Signage.

Attachments:

Staff Review Form
Bid Submittal – Electrical Resources, Inc.
Bid Tabulation
Agreement Signed by Contractor
Purchase Requisition



Example of Standard Steel and Stone Entry Sign

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-52 AND APPROVING A CONTRACT WITH ELECTRICAL RESOURCES, INC. DBA MILFORD SIGN CO. IN THE AMOUNT OF \$20,910.00 FOR THE CONSTRUCTION OF PARK ENTRY SIGNS, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-52 and approves a contract with Electrical Resources, Inc. dba Milford Sign Co. in the amount of \$20,910.00 for the construction of park entry signs.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency of ten percent (10%).

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City of Fayetteville, AR

Project Check List

Bid 12-52, Construction – Park Entry Signs

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 issued by a bank located in the State of Arkansas for an amount no less than five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

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

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

☒ All bidders shall submit the following forms with each bid: Bid Form, 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 Contractor's License Number.

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

CONTRACTOR NAME: Electrical Resources DBA Milford Sign Co.

ARKANSAS CONTRACTOR'S LICENSE NUMBER: #0057780412



Western Surety Company

BID BOND
(Percentage)

Bond Number: 61366209

KNOW ALL PERSONS BY THESE PRESENTS, That we Electrical Resources Inc.
_____ of
278 Vaughn Road 279 Hwy, Centerton, AR 72719, hereinafter
referred to as the Principal, and Western Surety Company
as Surety, are held and firmly bound unto City of Fayetteville
of 113 W. Mountain St., Fayetteville, AR 72701
hereinafter referred to as the Oblige, in the sum of Five (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Parks Entry Signs, Fayetteville, AR

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 30th day of May, 2012

Electrical Resources Inc.
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By [Signature] (Seal)
DANNY LEE SCHNEIDER Attorney-in-Fact

STATE OF Arkansas } **ACKNOWLEDGMENT OF SURETY**
COUNTY OF Washington } **(Attorney-in-Fact)** Bond No. 61366209

On this 30th day of May, 2012, before me, a notary public in
and for said County, personally appeared DANNY LEE SCHNEIDER
to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY,
a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South
Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that
the said DANNY LEE SCHNEIDER
acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument
without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Springdale, Arkansas, the day and year last above written.

My commission expires

2/28, 2021

Jacqueline Lindsey



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61366209

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DANNY LEE SCHNEIDER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Electrical Resources Inc.

Obligee: City of Fayetteville

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 28, 2012, but until such time shall be irrevocable and in full force and effect.

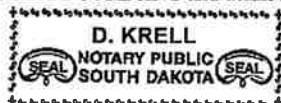
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 30th day of May, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

On this 30th day of May, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 30th day of May, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

Bid 12-5

Date: Wednesday

To: All Prospects

From: Andrea Foren

RE: Bid 12-52, (

Bid amount.
20,910.00

ayetteville
ARKANSAS

ci.fayetteville.ar.us

This addendum is hereby made
therein. Bidders should indicate
subject bidder to disqualification
dated.

tent as though it were originally included
of the Bid Form. Failure to do so may
er of the bidding documents, signed, and

- 1.) The following attached documents are attached to this addendum:
 - a. Pre-Bid Meeting agenda from May 21, 2012
 - b. Pre-Bid Meeting sign-in sheet from May 21, 2012
- 2.) The City anticipates issuing a Notice to Proceed in early July, anticipating a June 19th award from the Fayetteville City Council.
- 3.) The City can e-mail the graphics file for the signs upon request to Andrea Foren at aforen@ci.fayetteville.ar.us or 479-575-8220.
- 4.) Plan holder listings will be updated as needed and will be posted to the City's Purchasing Division section of the website. To download visit www.accessfayetteville.org and click "Bid's, RFP's and RFQ's" under the "Business" section from the green toolbar at the top of the page.

Acknowledge Addendum #1: Printed Name: James H. Milford
Signature: [Signature] Title: Pres Date: 05-29-2012
Company: Electrical Resources DBA Milford Sign Co



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 12-52, Construction – Park Entry Signs

DEADLINE: Wednesday, May 30, 2012 before 3:00 PM, local time – Room 306

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, CPPO aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Saturday, May 12 and May 19, 2012

INVITATION TO BID **BID 12-52, Construction – Park Entry Signs**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 12-52, Construction – Park Entry Signs" 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.

PRE-BID MEETING: A non-mandatory pre-bid conference will be held on Monday, May 21, 2012 at 10:00 AM at White River Baseball Complex located at 2080 S. Armstrong Ave. All interested parties are strongly encouraged to attend the meeting.

NOTICE TO ALL BIDDERS:

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

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

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – PARK ENTRY SIGNS

BID # 12-52
Date: May 2012

City of Fayetteville, AR

Bid 12-52, Construction – Park Entry Signs

Project Manual Index

SECTION:	PAGE NUMBER
Advertisement	05
General Terms & Conditions	07
Instructions to Bidders	13
Project Details	21
Bid Form – SUBMIT WITH BID	22
Vendor References – SUBMIT WITH BID	28
Debarment Certification Form – SUBMIT WITH BID	29
Statement of Disclosure – SUBMIT WITH BID	30
Draft Contract	31
ATTACHMENTS:	# OF PAGES
A) Stamped & Signed Drawings	5 Pages

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Advertisement: 5/12/12 and 5/19/12

**CITY OF FAYETTEVILLE
INVITATION TO BID
Bid 12-52, Construction – Park Entry Signs**

The City of Fayetteville is accepting bids from properly licensed firms for the Construction of Park Entry Signs at White River Baseball Complex located at 2080 S. Armstrong Ave., Lake Fayetteville Park located at 1330 E. Lake Fayetteville Rd. and Bayyari Park located at 725 S. Regency Dr. in Fayetteville, Arkansas. This project includes the construction of three stone and steel park entry signs including site preparation, grading, fabrication, installation and site restoration including backfill, seed and straw at each site. Any questions concerning the bid should be addressed to Andrea Foren, Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled "Bid 12-52, Construction of Park Entry Signs". All bids shall be received before **Wednesday, May 30, 2012 before 3:00:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. No late bids will be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

PRE-BID MEETING: A non-mandatory pre-bid conference will be held on **Monday, May 21, 2012 at 10:00 AM** at White River Baseball Complex located at 2080 S. Armstrong Avenue. All interested parties are strongly encouraged to attend the meeting.

Bidding documents and plans must be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Parks and Recreation Department, 1455 S. Happy Hollow Road, Fayetteville, Arkansas.

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

Each bid shall be accompanied by a certified check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and must be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor shall be paid with a contract awarded amount of \$75,000.00 or more.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

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

CITY OF FAYETTEVILLE, ARKANSAS
By: Andrea Foren, CPPB, CPPO
City of Fayetteville, Purchasing Agent
Ad Dates: 5/12/12 and 5/19/12

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
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 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 the date and time as indicated and 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".
- 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 Contract.

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, applicable sales taxes, use tax, permits, insurance, etc. to cover the products and services presented. *The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax exempt entity.*
- 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. Attachment A: Project drawings are included with this bid package (5 sheets)

27. INSURANCE REQUIREMENTS:

- a. Workmen's Compensation – Statutory Amount
- b. Comprehensive General & Automobile Insurance:
 - i. Bodily Injury Liability – \$500,000 for each person injured.
 - ii. Each Accident – \$1,000,000
 - iii. General Liability – \$1,000,000 aggregate.

28. REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID: All documents indicated below as **required** shall be submitted with each bid. Failure to submit required documents shall result in bid rejection.

- a. Project checklist (optional)
- b. **Required:** Bid Form – shall be submitted in its entirety and properly signed
- c. **Required:** 5% Bid Bond or cashier's check from an Arkansas Bank – as specified
- d. **Required:** Vendor References
- e. **Required:** Debarment Certification Form
- f. **Required:** Statement of Disclosure
- g. **Required:** Any addendums issued

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Instructions to Bidders

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

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

PART TWO - COPIES OF BIDDING DOCUMENTS

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

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

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

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

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

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

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

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

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

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

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

PART SEVEN - UNIT PRICES

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

PART EIGHT - BID FORM

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

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

- 8.4 Address bids to City of Fayetteville, and deliver to the address given in the Advertisement For Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5 Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.
- 8.7 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax exempt entity.

PART NINE - SIGNATURE ON BIDS

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

PART TEN - BID SECURITY

- 10.1 Bid security, in the form of a bid bond, certified check, or similar financial instrument, in the amount stated in the Advertisement For Bids, must accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder will not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Contract and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

- 10.2** The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into a Contract, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

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

PART TWELVE - CONTRACT TIME

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

PART THIRTEEN - LIQUIDATED DAMAGES

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

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

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

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

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

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

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

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

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

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

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

PART NINETEEN - OPENING OF BIDS

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

PART TWENTY - CONSIDERATION OF BIDS

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

PART TWENTY-ONE - RIGHT TO REJECT BIDS

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

PART TWENTY-TWO - AWARDING OF CONTRACT

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

PART TWENTY-THREE - RETAINAGE

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

PART TWENTY-FOUR - SIGNING OF CONTRACT

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

PART TWENTY-FIVE - MATERIALS GUARANTY

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

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

PART TWENTY-SIX - FAMILIARITY WITH LAWS

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

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

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

- 27.1** Americans With Disabilities Act
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1** All **bidders** shall have past experience in providing similar work as described for this project. All bidders must have past experience of at least four (4) projects within the last five (5) years unless less exception is approved and granted by the City of Fayetteville. The City of Fayetteville reserves the right to reject for inadequate experience. All bidders shall submit the enclosed vendor reference form with bid.

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Project Details

The City of Fayetteville is accepting bids from properly licensed firms for the Construction of Park Entry Signs at White River Baseball Complex located at 2080 S. Armstrong Avenue, Lake Fayetteville Park located at 1330 E. Lake Fayetteville Road and Bayyari Park located at 725 S. Regency Drive in Fayetteville, Arkansas. This project includes the construction of three stone and steel entry signs and any associated site work.

A. ENTRY SIGNS:

- a. There will be a total of 3 signs.
- b. Signs include native stone masonry, powder coated steel and concrete footings.
- c. Concrete for footings shall have a minimum compressive strength of 3,500 psi and shall have a minimum cement content of 5-1/2 bags per cubic yards with 5-1/2% $\pm$ 1-1/2% air entrainment.
- d. Refer to stamped drawings for additional requirements and details.

B. SITE RESTORATION:

- a. Site restoration of all disturbed areas not designated for other planting or improvements includes topsoil, fescue seed, straw and water. Seed shall be turf type tall fescue blend.

C. WORKING HOURS:

- a. Contractor will be allowed to work in the parks Monday –Friday from daylight to dark. Special prior permission must be obtained from the City to work on weekends.

D. BID STRUCTURE:

- a. Bids will be received on a line item basis, totaling to the total base bid. Please refer to the bid form for further details.

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Document 00400: Bid Form

Contract Name: Construction of Park Entry Signs

Bid Number 12-52

BID TO:

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

BID FROM:

Bidder: ELECTRICAL Resources Inc. DBA Milford Sign Co.
300 North Vaughn Rd
Center Ten Ar. 72719

Article 1 – Intent:

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City in the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Bid 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 Bid Documents.

Article 2 – Terms & Conditions:

- A. 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 Contract with the Bonds and other documents required by the Bidding Requirements within 15 calendar days after the date of City's Notice of Award.

Article 3 – Bidder's Representation:

In submitting this Bid, Bidder represents, as more fully set forth in the Contract, 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>05-29-2012</u>
_____	_____
_____	_____

- 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 the City 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 Bid 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 Bid 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 Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid 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 the City of Fayetteville.

Article 4 – Bid Price:

Bidder will complete the Work in accordance with the Contract Documents for the following prices listed below:

ITEM:	DESCRIPTION:	UNIT COST	QUANTITY	*TOTAL PRICE
1.	<u>Stone and Steel Park Entry Signs – as specified</u>	<u>\$6,970.00</u>	3	<u>\$20,910.00</u>

***Price includes:** Freight, shipping, all delivery fees, sales tax, site preparation, grading, fabrication, installation and site restoration including backfill, seed and straw at each site and all other items requested in this invitation to bid.

****NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING, IF APPLICABLE, CAN RESULT IN YOUR BID BEING REJECTED.**

****THE CITY WILL AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT (PLUS 25%).**

IN THE EVENT NO BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT, PLUS 25%, THE CITY WILL UTILIZE THE DEDUCTIVE ALTERNATES IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.

IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS WILL BE REJECTED.

This bid form continues on the next page...

Article 5 – Contract Times:

- A. Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Contract.
- B. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract.

Article 6 – Bid Content:

The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of ONE THOUSAND SEVEN HUNDRED DOLLARS + 25/100

5% of bid amount Dollars (\$1,075.25).

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

Sub-contractor name: MARK CALDWELL Percent of work: 40 %

Sub-contractor name: _____ Percent of work: _____ %

Sub-contractor name: _____ Percent of work: _____ %

Sub-contractor name: _____ Percent of work: _____ %

Sub-contractor name: _____ Percent of work: _____ %

Article 7 – Bid Communications:

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

JAMES H. MILFORD

3600 N. VAUGHN RD.

CENTERTON, AR 72719

Phone No. CELL 479-685-6694

E-Mail: JAMES@ELECTRICAL-RESOURCES.COM

FAX No. 479-795-2641

Article 8 – Bid Signature:

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

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.: _____

A Corporation

Corporation Name: Electrical Resources Inc. (SEAL)

State of Incorporation: Arkansas

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

Electrical Contracting & Light Building

By: [Signature]
(Signature – attach evidence of authority to sign)

Name (type or printed): James H. Milford

Title: President

(CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Business address: 300 North Vaughn Rd

Centerton Ar. 72719

Phone No.: 479-751-4350 FAX No.: 479-795-2641

END OF DOCUMENT 00400

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated. All bidders are required to have performed at least four (4) contracts of similar scope within the past five (5) years.

COMPANY NAME: ELECTRICAL RESOURCES, INC. DBA MILFORD SIGN CO.

BUSINESS ADDRESS: 300 N. VAUGHN RD., CENTERTON, AR 72719

NUMBER OF YEARS IN BUSINESS: 22 YRS. HOW LONG IN PRESENT LOCATION: 28 YRS.

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

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

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

1. CITY OF BENTONVILLE
COMPANY NAME

117 W. CENTRAL, BENTONVILLE, AR 72712
CITY, STATE, ZIP

KATHY BERTSCHY
CONTACT PERSON

479-271-3115
TELEPHONE

479-271-5913
FAX NUMBER

KBertschy@bentonvillear.com
E-MAIL ADDRESS

2. GARAGE GRAPHICS
COMPANY NAME

2625 NEERGAARD, SPRINGFIELD, MD 65803
CITY, STATE, ZIP

JOY FRAZIER
CONTACT PERSON

417-831-7570
TELEPHONE

417-831-7537
FAX NUMBER

jfrazier@ggandv.com
E-MAIL ADDRESS

3. ALLEN INDUSTRIES
COMPANY NAME

4100 SHERATON COURT, GREENSBORO, NC
CITY, STATE, ZIP 27410

DAWN ZACHARY
CONTACT PERSON

336-553-0766
TELEPHONE

336-294-4333
FAX NUMBER

dawn.zachary@allenindustries.com
E-MAIL ADDRESS

4. PRINCIPLE GROUP
COMPANY NAME

2135 LAKEVIEW CENTRE WAY, STE. 250, KNOXVILLE,
CITY, STATE, ZIP TN 37922

JOHNNY TEMPLE
CONTACT PERSON

865-692-4058
TELEPHONE

865-692-4104
FAX NUMBER

Johnny.Temple@principleglobal.com
E-MAIL ADDRESS

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Debarment Certification Form – **THIS FORM SHALL BE SUBMITTED WITH ALL BIDS**

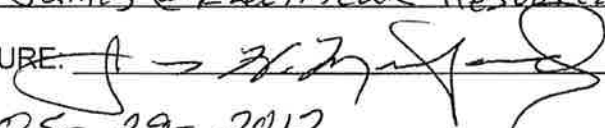
As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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: James H. Milford
COMPANY: Electrical Resources Inc. DBA Milford Signs
PHYSICAL ADDRESS: 300 North Vaughn Rd. Centerton Ar. 72719
MAILING ADDRESS: 300 North Vaughn Rd. Centerton Ar. 72719
PHONE: 479-751-4350 FAX: 479-795-2641
EMAIL: James@Electrical-Resources.com
SIGNATURE: 
DATE: 05-29-2012

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.

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations that may be 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.

James H. Milford
Printed Name

[Signature]
Signature

05-29-2012
Date

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Draft Contract – Between City and Contractor

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

1. _____ at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax, permits, and all other accessories and services necessary to complete items bid per Bid 12-52 as stated in _____ bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-52, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay _____ based on their bid proposal in an amount not to exceed \$ _____. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and _____ consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-52 with the specifications and conditions typed thereon.
 - B. _____ bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and _____ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and _____.
5. _____ shall not assign its duties under the terms of this contract.
6. _____ agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from _____ performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. _____ shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, _____ shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

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

Property Damage Liability

\$1,000,000 aggregate.

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

8. _____ to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or _____ with 10 days written notice.
10. The Work shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 60 consecutive calendar days after the date when the Contract Time commences to run.
11. Liquidated Damages. City of Fayetteville and _____ recognize that time is of the essence of the Contract and that City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in paragraph 10 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by City of Fayetteville if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and _____ agree that as liquidated damages for delay (but not as a penalty) _____ shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if _____ shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 10 for completion and readiness for final payment or any proper extension thereof granted by City of Fayetteville, _____ shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for completion and readiness for final payment.
12. 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.
13. No liens against this construction project are allowed. Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.
14. 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.

CONTRACTOR

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

LIONELD JORDAN, Mayor

Printed Contractor Name & Title

ATTEST:

ATTEST:

Company Secretary

Sondra Smith, City Clerk

Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____



BID: 12-52
DATE: 05/30/12
TIME: 3:00 PM
CITY OF FAYETTEVILLE

Bid 12-52, Construction - Park Entry Signs

BIDDER	Unit Price	Quantity	TOTAL COST
1 General Construction Solutions, Inc.	\$8,333.33	3	\$24,999.99
2 Hammer & Chisel, Inc.	\$7,000.00	3	\$21,000.00
3 LJB Construction, Inc.	\$10,570.00	3	\$31,710.00
4 Milford Sign Co.	\$6,970.00	3	\$20,910.00

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

CERTIFIED:


P. VICE, PURCH MGR


WITNESS

05/30/12
DATE

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Contract – Between City and Contractor

This contract executed this 19th day of June, 2012, between the City of Fayetteville, Arkansas, and Electrical Resources, Inc./Milford Signs. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Electrical Resources, Inc./Milford Signs 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 12-52 as stated in Electrical Resources, Inc./Milford Signs' bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-52, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Electrical Resources, Inc./Milford Signs based on their bid proposal in an amount not to exceed \$20,910. 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 Electrical Resources, Inc./Milford Signs consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-52 with the specifications and conditions typed thereon.
 - B. Electrical Resources, Inc./Milford Signs' 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 Electrical Resources, Inc./Milford Signs and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Electrical Resources, Inc./Milford Signs.
5. Electrical Resources, Inc./Milford Signs shall not assign its duties under the terms of this contract.
6. Electrical Resources, Inc./Milford Signs 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 Electrical Resources, Inc./Milford Signs' 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. Electrical Resources, Inc./Milford Signs 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, Electrical Resources, Inc./Milford Signs 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 Electrical Resources, Inc./Milford Signs.

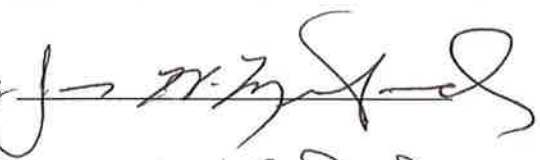
8. Electrical Resources, Inc./Milford Signs to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Electrical Resources, Inc./Milford Signs with 10 days written notice.
10. The Work shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 60 consecutive calendar days after the date when the Contract Time commences to run.
11. Liquidated Damages. City of Fayetteville and Electrical Resources, Inc./Milford Signs recognize that time is of the essence of the Contract and that City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in paragraph 10 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by City of Fayetteville if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and Electrical Resources, Inc./Milford Signs agree that as liquidated damages for delay (but not as a penalty) Electrical Resources, Inc./Milford Signs shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Electrical Resources, Inc./Milford Signs shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 10 for completion and readiness for final payment or any proper extension thereof granted by City of Fayetteville, Electrical Resources, Inc./Milford Signs shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for completion and readiness for final payment.
12. 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.
13. No liens against this construction project are allowed. Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.
14. 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.

CONTRACTOR
Electrical Resources Inc / Milford Sign Co.

CITY OF FAYETTEVILLE, ARKANSAS

By: 

LIONELD JORDAN, Mayor

James H. Milford Pres.
Printed Contractor Name & Title

ATTEST:

ATTEST:

Marty Ross
Company Secretary

Sondra Smith, City Clerk

300 N. VAUGHN RD.
Business Address

Date Signed: _____

CENTERTON, AR 72719
City, State & Zip Code

Date Signed: *5-31-12*

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:								
Vendor #:		Electrical Resources, Inc.	300 North Vaughn Road	City:	Centerton	State:	AR	Quantity	1	Unit of Issue	Lot	Unit Cost	Extended Cost	Account Numbers	Requester's Employee #:	Ship to code:	Zip Code:	72719	Fob Point:
Vendor Name:		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																	
Requester:		Carole Jones, Park Planner II 																	
City:		Centerton																	
State:		AR																	
Quantity		1																	
Unit of Issue		Lot																	
Unit Cost																			
Extended Cost		\$20,910.00																	
Account Numbers		2250.3255.5315.00																	
Requester's Employee #:		3003																	
Ship to code:																			
Zip Code:		72719																	
Fob Point:																			
1	Construction of Park Entry Signs -Per Bid #12-52																		
2													\$0.00						
													\$0.00						
													\$0.00						
													\$0.00						
													\$0.00						
													\$0.00						
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													\$0.00						
													\$0.00						
													\$0.00						
													\$0.00						
													\$0.00						
													\$0.00						
Shipping/Handling													\$0.00						
Special Instructions:		Tax is included in the contract price.																	
Subtotal:		\$20,910.00																	
Tax:																			
Total:		\$20,910.00																	

Approvals:

Mayor: _____

Finance & Internal Services Director: _____

Dispatch Manager: _____

Department Director: _____

Budget Manager: _____

Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

A. 9
MSI Consulting Group, LLC
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Support Services
Division

Police
Department

Action Required:

Approve and execute the attached MSI Software License and Lease Agreement - Amendment for Additional Users to 26 users which increases the monthly lease by \$50 for a total amended monthly lease payment in the amount of \$1,700, plus tax.

\$ 382.38
Cost of this request

\$ 137,822.00
Category / Project Budget

Software Maintenance
Program Category / Project Name

1010-2900-5416.00
Account Number

\$ 118,711.74
Funds Used to Date

Maintenance
Program / Project Category Name

Project Number

\$ 19,110.26
Remaining Balance

General
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Mike Reynolds
Department Director

05/30/2012
Date

Previous Ordinance or Resolution #

J. Kelly
City Attorney

6-1-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Baker
Finance and Internal Services Director

6-1-2012
Date

Received in City Clerk's Office 30-12 A10:39 RCVD
LDB

Ray Mann
Chief of Staff

6-4-12
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: May 23, 2012

Subject: Approve and Execute Amendment to MSI Software License and Lease Agreement

PROPOSAL:

The City of Fayetteville has had in place a contract with MSI Consulting Group, LLC to provide the Virtual Justice Comprehensive Case Management System since 2006. The Virtual Justice software system is used by the Police Department, District Court, and Prosecutors Office to track and process all tickets, court cases, dispositions, and collections of fines within our jurisdiction. Our current contract requires a monthly payment in the amount of \$1,650 plus tax split between the Police Department, District Court, and Prosecutors Office based on the number of licensed users.

Currently, the Records Division of the Police Department has four (4) Virtual Justice software licenses that are shared by eight (8) employees. Due to our increased workload and need for timely processing of records, we are requesting the addition of one users license to our agreement with MSI Consulting Group, LLC at an additional cost of \$50 plus tax per month. Approval of this Amendment will result in a total monthly lease payment of \$1,700 plus tax.

RECOMMENDATION:

Staff recommends approval and execution of the attached Software License and Lease Agreement Amendment for Additional Users with MSI Consulting Group, LLC to 26 users which increase the monthly payments by \$50 for a total amended monthly lease payment in the amount of \$1,700, plus tax. If you should have any question regarding this amendment, please contact me at extension 500.

BUDGET IMPACT:

Total FY2012 expenses for this additional users license is \$350 plus tax. Our software maintenance account has sufficient funds budgeted to absorb this increase due to cost savings recognized within this account.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SOFTWARE LICENSE AND LEASE CONTRACT AMENDMENT WITH MSI CONSULTING GROUP, LLC TO PROVIDE ACCESS TO TWENTY-SIX (26) USERS TO THE VIRTUAL JUSTICE COMPREHENSIVE CASE MANAGEMENT SYSTEM AT A RATE OF \$1,700.00 PER MONTH, PLUS APPLICABLE TAXES

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 software license and lease contract amendment with MSI Consulting Group, LLC to provide access to twenty-six (26) users to the Virtual Justice Comprehensive Case Management System at a rate of \$1,700.00 per month, plus applicable taxes.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



MSI Consulting Group, LLC

FILED
FAYETTEVILLE
DISTRICT COURT

2012 MAY 21 PM 1:32

2120 S. Waldron, Suite C-312 • Fort Smith, Arkansas 72903 • (479) 452-0560 • Fax: (479) 452-0638 • www.msicg.com

May 17, 2012

Ms. Dena Stockalper
Fayetteville District Court
176 South Church, Suite 1
Fayetteville, AR 72701

Dear Dena,

Please find enclosed two (2) copies of the MSI Software License and Lease Agreement – Amendment for Additional Users. This is an amendment to the contract that was signed previously. The new amendment reflects the additional user(s) that was added to your **Virtual Justice**® system configuration as well as the increase in your monthly lease payment amount.

Sign both copies of the amendment and mail or fax the one marked MSI COPY to our office as soon as possible.

Please feel free to contact us at (479) 452-0560, or e-mail at bryan.smith@msicg.com if you have any questions.

Sincerely,

Bryan D. Smith
Vice President

Enclosures (2)

MSI COPY

MSI CONSULTING GROUP, LLC
2120 South Waldron, Suite C-312
Fort Smith, Arkansas 72903
(479) 452-0560

SOFTWARE LICENSE AND LEASE AGREEMENT

AMMENDMENT FOR ADDITIONAL USERS

MSI Consulting Group, LLC, hereinafter referred to as **MSI**, grants the **Fayetteville District Court**, located in the City of Fayetteville, Arkansas, Washington County, hereinafter referred to as **COURT**, an amendment to the original Software License and Lease Agreement and any previous amendments. This amendment is due to the request, by **COURT**, to increase the number of licensed users for your **Virtual Justice®** Comprehensive Case Management System, Version 1.0, hereinafter referred to as **SOFTWARE**. The new number of users and new monthly lease payment are listed below and referenced by the original agreement section number 10 item letter B:

10. PAYMENT

- B. The monthly lease payment in the amount of \$ **1,700.00**, plus tax, will be due and payable on the first day of each month for the duration of the lease agreement. **COURT** will receive an invoice from **MSI** for each monthly payment, upon completion of the **SOFTWARE** installation. This monthly payment amount is based on a maximum of **26 User(s)** and will be increased if additional users are added at a later date.

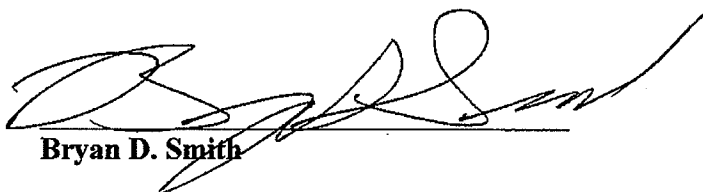
The new monthly lease payment amount will be effective immediately upon completion of the VJ setup for the additional user(s).

Amendment Agreement entered into on this _____ day of _____, 2012.

Signature: _____

Title: _____

For: **(COURT)**

Signature:  _____

Bryan D. Smith

Title: **Vice President**

For: **MSI Consulting Group, LLC (MSI)**

City of Fayetteville Staff Review Form

A. 10
 Ranger's Pantry Pet Food
 Bank Grant Acceptance
 Page 1 of 28

City Council Agenda Items
 and
 Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
 Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of the ASPCA award in the amount of \$2000 for the purchase of dog food for Ranger's Pantry Pet Food Bank and a budget adjustment to recognize the funds.

_____	\$ 2,000.00	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
2180.4945.5390.01	\$ -	_____
Account Number	Funds Used to Date	Program / Project Category Name
12003.1201	\$ 2,000.00	Community Development
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐

Budget Adjustment Attached

☒

W. C. Bae
 Department Director

5-21-2012
 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

K. J. J. J.
 City Attorney

5-22-12
 Date

Paul a. Behn
 Finance and Internal Services Director

5-23-2012
 Date

05-21-12 P04:38 RCVD
 Received in City
 Clerk's Office

Jim M. M.
 Chief of Staff

5-23-12
 Date

Received in
 Mayor's Office

Donald Jordan
 Mayor

5/24/12
 Date

Staff recommends approval of the Budget Adjustment.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Dir. Development Services 

From: Yolanda Fields, Dir. Community Services

Date: May 18, 2012

Subject: ASPCA Award for Ranger's Pantry Pet Food Bank

PROPOSAL:

In February of 2012 the Community Services Division submitted a Letter of Inquiry to the ASPCA to determine whether Ranger's Pantry Pet Food Bank would be eligible for an ASPCA award. Upon reviewing the Letter of Inquiry, the ASPCA invited us to submit a full funding proposal, which was submitted in March.

The ASPCA granted the requested \$2000 for Ranger's Pantry to purchase dog food. The Letter of Inquiry, Invitation to Proceed, Application for Funding and Grant Award Letter are attached.

RECOMMENDATION:

Staff recommends approval of the award and the attached budget adjustment.

BUDGET IMPACT:

\$2000 increase to Community Services Outreach account.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A GENEROUS GRANT IN THE AMOUNT OF \$2,000.00 FROM THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR THE RANGER'S PANTRY PET FOOD BANK AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING THIS REVENUE

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 accepts a generous grant in the amount of \$2,000.00 from the American Society For The Prevention Of Cruelty To Animals for the Ranger's Pantry Pet Food Bank and approves a budget adjustment recognizing this revenue.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

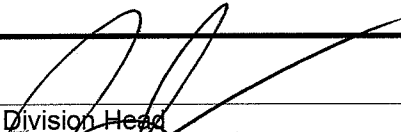
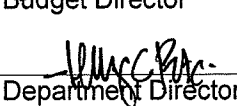
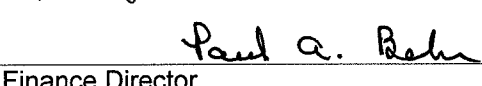
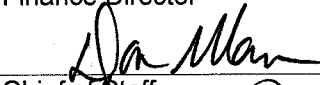
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 10 V11.0425
Ranger's Pantry Pet Food
Bank Grant Acceptance
Form 4-1-08

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 5/18/2012	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

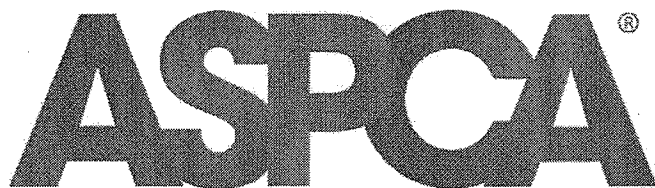
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Community Services Outreach account by \$2000 to recognize ASPCA funding for Ranger's Pantry Pet Food Bank.

 Division Head	<u>5/21/12</u> Date	Prepared By: <u>Rachel</u>	
 Budget Director	<u>5-21-12</u> Date	Reference: _____	<i>rafiel</i>
 Department Director	<u>5-21-12</u> Date	Budget & Research Use Only	
 Finance Director	<u>5-23-2012</u> Date	Type: A B C <u>D</u> E P	
 Chief of Staff	<u>5-23-12</u> Date	General Ledger Date _____	
 Mayor	<u>5/24/12</u> Date	Posted to General Ledger _____	Initial _____ Date _____
		Checked / Verified _____	Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Community Outreach Projs	2180.4945.5390.01	2,000		12003 . 1201
Donations	2180.0918.4809.00	(2,000)	2000	12003 . 1201
				.
				.



GRANT AGREEMENT REFERENCE:

NAME: **City of Fayetteville Community Services Division - Animal Services Program**
PROJECT: **Ranger's Pantry Pet Food Bank**
AMOUNT: **\$2,000.00**
GRANT TERM: **April 26, 2012 - October 26, 2012**
ASPCA GRANT OFFICER: **Lou Guyton**

GRANT ACCOUNT LOGIN: https://www.grantrequest.com/SID_900?SA=AM

April 26, 2012

Mr. Kyle Belt
Redevelopment Officer
City of Fayetteville Community Services Division - Animal Services Program
113 W Mountain Street
Fayetteville, AR 72701

Dear Mr. Belt,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to City of Fayetteville Community Services Division - Animal Services Program (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of \$2,000.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Ranger's Pantry Pet Food Bank (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of your online acknowledgement of this Agreement. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

Type	Notes	Schedule Date
Acknowledgement of Award		May 26, 2012

Letter		
Grant Recognition		July 26, 2012
Final Report		October 26, 2012
Financial Report/Receipts		October 26, 2012
Photographs		October 26, 2012
Press Information		October 26, 2012

The Grantee shall communicate with Lou Guyton (lou.guyton@aspca.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. (Grant Agreement acknowledgements are required and should be made online by accessing your ASPCA Grants account*; formal letters of acknowledgement and thank you letters are optional and should be mailed or emailed to your ASPCA Grant Officer.)

*** Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at <http://www.aspcapro.org/grant-reporting-requirements.php>

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to lou.guyton@aspca.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	May 26, 2012	\$2,000

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Ranger's Pantry Pet Food Bank"). The Project shall also include the following: .

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee hereby grants to the ASPCA a license to use the Grantee's name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Mr. Kyle Belt (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Lou Guyton (lou.guyton@aspca.org) monthly to review and evaluate the progress of the Project.

3. Acknowledgment of ASPCA Support. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: www.aspc.org/about-us/legal-information/link-to-us.html. Link banners can be found via this URL: <http://www.aspc.org/about-us/free-aspc-stuff/free-link-banners.html>.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org.



4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- (a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- (b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- (c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- (d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this

Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

9. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

By endorsing and depositing the Grant check, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

We extend our best wishes to you for continued success and look forward to hearing about your accomplishments during the year. It is a pleasure to be among your current supporters.

Sincerely,

Michael Barrett
Vice President, Grants Management

CC: grants@aspca.org

Schedule 1

Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your ASPCA Grant Account at https://www.grantrequest.com/SID_900?SA=AM
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- *Acknowledgement of Agreement* – all grant awards in the amount of \$5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement and be bound by all terms and conditions set forth in the grant agreement.
- *Final Report* – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant.
- *Financial Report* – a comprehensive list of expenditures for which grant money is/has been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project.
- *Grant Recognition Report* – press releases, photos, clips or links showing recognition of the ASPCA's grant for your project. Please note that a grant does not imply endorsement, certification or approval of your organization and its activities nor does it imply affiliation with the ASPCA.
- *Photos* – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes.
- *Press Information* – links to or uploads of press stories or anecdotal information that could be used for promotional purposes including human interest stories with accompanying photos.
- *Progress Report* – an interim report designed to inform your grant officer on the status of the project.
- *Receipts* – receipts or invoices for expenditures made with grant funds.
- *Signed Amendment* – occasionally a term of the grant agreement, such as the purpose or amount of a grant, will change during the grant term. Grants that exceed \$5,000 require a signed amendment.
- *Signed Contract* – payments of all grant awards that exceed \$5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018
- *Site Visit* – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

From: <grants@aspc.org>
To: <kbelt@ci.fayetteville.ar.us>
Date: 4/26/2012 12:34 PM
Subject: ASPCA Acknowledgment of Grant Award

Dear Mr. Belt,

The ASPCA granted your request for funding in the amount of \$2,000 for Ranger's Pantry Pet Food Bank

To comply with the terms of the grant award, our auditors require us to receive from you the following requirement/report: Acknowledgment of Grant Award. This is available online via your "My Account" page. Click or copy and paste into a browser, the following link:

https://www.GrantRequest.com/SID_900?SA=AM

Log in with the user name/password you created when you submitted your request for funding. If you have forgotten your user name or your would like to change it, forward this email to grants@aspc.org with a reminder request. If you have forgotten your password, you will be able to retrieve that when you attempt to log in at the above web link.

Once you have logged in, click the link at the top labeled "REQUIREMENTS" to take you to the requirement page. You will see a current list of upcoming requirements due.

Please submit all requirements by their due date. Timely submission of grant requirements will maintain your eligibility to apply for future funding from the ASPCA.

If you have previously corresponded with your grant officer with regard to the requirement requested in this email, we still need your cooperation by submitting your requirements through your account Requirements webpage.

If you have specific questions regarding our expectations for fulfilling this requirement, including requests for due date extensions, please forward this email to your grant officer: Lou Guyton at lou.guyton@aspc.org with your question(s).

For technical questions or issues, email a screen shot (Ctrl + Print Screen, then paste inside the email) with a description of your problem to the Grants Department at grants@aspc.org.

PLEASE be sure to read all instructions carefully with regard to submission of requirements both in these emails and on your Requirements webpage before reaching out to your grant officer or the grants department.

Note that if you are uploading any attachments, you must still click on the Submit button in order to complete your submission.

Thank you for your cooperation!

Michael Barrett
Vice President, Grants Administration
ASPCA

From: "ASPCA Grants" <grants@aspca.org>
To: <kbelt@ci.fayetteville.ar.us>
Date: 3/19/2012 3:48 PM
Subject: Your ASPCA Grants Application Submission

Thank you for your submission. Your application has been submitted successfully. You will be receiving more information on the status of your application shortly. For your records, here is a copy of the contents of your application.

Organization

Please review the information below for accuracy and edit accordingly. You may return to your application at any time by clicking the "Save and Finish Later" button at the end of the application.

Please DO NOT use all capital letters.

The pre-populated responses below contain information you provided on your letter of inquiry. You may edit or add to those responses if necessary.

Organizational Information

Organization Name

City of Fayetteville Community Services Division - Ranger's
Pantry Pet Food Bank

Mailing Address - Street

113 W. Mountain St.

City

Fayetteville
State

AR
Postal Code

72701
Phone

no hyphens - e.g. 2128767700

4795758260
Fax

no hyphens - e.g. 2128767700

4794443445
Web Site

If you are a governmental organization and do not have a specific website for your department, enter the main web address.

http://www.accessfayetteville.org/government/community_services/index.cfm

Federal Tax ID/Employer Identification Number (EIN)

No hyphens

716018462
Tax Status

Municipality/County
Organization Type

Other
Physical Address (ONLY if different than mailing address)

Include address, city, state and zip/postal code. Leave blank if physical and mailing address are the same.

Finances, Facility, and Personnel

Total Organizational Budget (Current Year)

Multi-departmental educational institutions should enter the budget of the department which will be the recipient of the proposed grant project.

\$589,066
Total Organizational Budget (Last Year)

If this is your first year of operation, enter zero.
Multi-departmental educational institutions should enter the budget of the department which will be the recipient of the proposed grant project.

\$593,659
Total Organizational Budget (Two Years Prior)

If this is your first year of operation, enter zero.
Multi-departmental educational institutions should enter the budget of the department which will be the recipient of the proposed grant project.

\$704,208
Financial Health

1 or more years of operating expenses
In what year was your agency/organization incorporated?

1859

Number of Full-time Staff

Multi-departmental educational institutions should enter the staff of the department which will be the recipient of the proposed grant project.

3
Number of Part-time Staff

Multi-departmental educational institutions should enter the staff of the department which will be the recipient of the proposed grant project.

2
Number of Current Active Volunteers

2
Contacts
Primary Contact Person for this Request
Prefix

e.g. Ms., Mr., Dr.

Mr.
First Name

Kyle
Last Name

Belt
Suffix

<None>
Title

Redevelopment Officer

E-mail

kbelt@ci.fayetteville.ar.us

Head of Organization

Prefix

e.g. Ms., Mr., Dr.

Ms.

First Name

Yolanda

Last Name

Fields

Suffix

<None>

Title

Community Services Director

E-mail

yfields@ci.fayetteville.ar.us

Proposal

Request Information

Project Title

Please provide a short, descriptive title for this request, e.g.
Community Pet Food Bank

Ranger's Pantry Pet Food Bank

Request Amount (do not exceed the recommended maximum without
good cause):

e.g. 1000

2000

Total Project Cost

e.g. 5000

2000

Project Description

Provide a detailed description of your request in 250 words or
less. Do not describe your organization or its mission. If you know
estimated or actual costs for line items, be sure to include these costs

in your description.

If received the ASPCA award would be used to purchase dog food for Ranger's Pantry. No money from donations is ever used for staff-time, facilities or any other operating expenses. The facility where the food is stored and distributed is donated by All Around Storage. The City's Community Services Division staff administers the program. Because Ranger's Pantry is entirely supported by donations (monetary and actual pet food) it does not have a budget. However, we can say that during the 20 months since the program's inception we have spent \$11,150 on pet food in addition to the food donations that we have received. We have seen an approximately 82% increase in spending from the first year's total of \$3955 to \$7,200 for just the first 8 months of the second year of operation. This increase in spending reflects an increased need for more pet food, specifically dog food.

Over how many months do you estimate the requested amount would be used?

(In whole months)

6

Grant Timeline and Evaluation

Include your timeline for utilizing grant funds and explain how you will measure the success of the project.

The requested grant funds would be utilized over a 6 month period. The 6 month period is based on current purchasing patterns. Upon receiving the grant funds, the success of the project will be measured by tracking the amount (in pounds) of dog food purchased with the grant funds by separating the amount of dog food purchased with grant funds from all other donations; the amount of dogs receiving pet food; and the total amount (in pounds) of dog food given during that time frame. While Ranger's Pantry serves both dogs and cats, the demand for dog food is much higher. Therefore this award would be utilized exclusively for dog food.

Geographical Area Served (for THIS request ONLY)

Choose your domicile location in the FIRST drop-down. You may choose additional locations if they are applicable to THIS request.

AR

Population Served (for THIS request)

You may choose more than one, but ONLY select those populations that will be served by THIS request. For example, if your organization provides services for cats and dogs, but your request is for dog kennels, you should choose "Dogs" ONLY.

Dogs

Program Area

Please select the program area most closely aligned with THIS funding request.

Return to Owner/Anti-Surrender Programs (Shelter Outreach-Live Release/Intake Reduction)

Type of Support

Other

Impact of Request on Animals

If you receive the FULL grant amount requested, approximately how many animals will THIS grant impact? Fill in a number for each category. Enter -0- (zero) if the category does not apply.

Cats

0

Dogs

100

Equines

0

Farm Animals

0

Birds

0

Rabbits

0

Wildlife

0

Programs and Services

Programs and Services

Briefly describe the types of programs your organization provides the community it serves (in 100 words or less).

Ranger's Pantry provides free pet food to qualifying low-to-moderate income families living within the Fayetteville city limits to prevent the surrendering or abandonment of pets. Each qualifying applicant receives a voucher that provides 3 months worth of pet food. Vouchers are limited to 1 per household, no more than two within a 1 year period, and have a max limit of 100lbs of dog food per month. In order to received a 2nd voucher, pets must be spayed or neutered and the owner must provide proof.

Collaborations

What other animal groups do you work with regularly? List the names, locations and contact information.

-Fayetteville Animal Services:

1640 S. Armstrong
Fayetteville, AR 72701
Tel:(479)444-3456
Fax:(479)444-3459

References

List professionals such as a veterinarian, persons from organizations with which you collaborate, or others who have firsthand knowledge of your organization. Be sure to include email addresses.

Veterinarian Name

Dr. Robb Jones

Vet Email

rjones@ci.fayetteville.ar.us

Vet Phone

479-718-7696

Collaborator Name

(enter the name of a representative from an organization with
which you collaborate)

Justine Middleton

Collaborator Email

jmiddleton@ci.fayetteville.ar.us

Collaborator Phone

479-444-3456

Other Name

Lib Horn

Other Email

libhorn@att.net

Other Phone

479-575-9697

Please Note

If this grant request is approved, please indicate the status of
your current cash reserves or available credit to cover the costs of
your proposed project while waiting for payment from the ASPCA.

While we make every effort to review proposals quickly, please
note that reviews may take up to 90 days and, if funded, payment
processing may take an additional few weeks.

Cash Available

By submitting a letter of inquiry and/or an application for an ASPCA grant, you agree to allow the ASPCA to utilize the information submitted on such letter of inquiry/application in any way it deems appropriate to support its mission to prevent cruelty to animals. Such uses may include, but are not limited to, reproducing such information in print or on the ASPCA website and/or allowing third parties to access such information. In addition, by submitting this letter of inquiry and/or application, you hereby certify that the requesting organization is aware of and endorses this request and the information herein.

Attachments

Title	File Name
Form W-9	2012 City W-9 Form.pdf
< https://www.grantrequest.com/SID_900/Default.asp?SA=VA&SESID=23060&ID=231f4a8693c940239eb511135e9f6fe5 >	
Photograph	Ranger's Pantry Photo.JPG
< https://www.grantrequest.com/SID_900/Default.asp?SA=VA&SESID=23060&ID=83bf87432d674cbbba3a21efcfb2d556 >	

Files attached to this form may be deleted 120 days after submission.

From: <grants@aspca.org>
To: <kbelt@ci.fayetteville.ar.us>
Date: 2/16/2012 5:47 PM
Subject: Invitation to complete full proposal to ASPCA Grants

Re: Grant Inquiry from City of Fayetteville Community Services Division - Ranger's Pantry Pet Food Bank

Dear Mr. Belt,

We have reviewed your initial proposal titled "Ranger's Pantry Pet Food Bank " and would like to invite you to complete a full proposal. To do so, please log into the "My Account" page at http://www.GrantRequest.com/SID_900?SA=AM (please bookmark this URL for future reference, including submission of requirements should the grant be approved). The link to the full proposal will appear in the upper left corner of your "My Account" page.

Please submit your full proposal as soon as possible for consideration by our staff. Proposals received near the end of each calendar year may be held for consideration in the following calendar year contingent upon available budgets.

If your Letter of Inquiry did not contain detailed information about your request, including line item costs, be sure to include a full project description and costs.

Please do not inquire whether or not your application qualifies for Subaru Share the Love funding. All eligible requests that are received during the designated funding period will be considered for this funding or funding from another source.

Thank you,

Olga Lech, Coordinator
ASPCA Grants Management

ASPCA(r)
520 8th Ave. 7th Floor
New York, NY 10018

grants@aspca.org

P: (212) 876-7700 ext. 4393
F: (866) 388-2405

www.aspca.org

www.aspcapro.org

Have you registered your organization in the ASPCA Shelter Database? How recently have you updated your organization's information?

Go to www.aspcapro.org and click on the Shelter Database link to complete your registration and/or updates.

Benefits include free exposure - the public-facing online searchable shelter database receives 20,000+ hits per month - and increased eligibility to participate in ASPCA-related programs, including corporate partnership opportunities, surveys, grants, and research on best practices.

The information contained in this e-mail, and any attachments hereto, is from The American Society for the Prevention of Cruelty to Animals(r) (ASPCA(r)) and is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution, copying or use of the contents of this e-mail, and any attachments hereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me by reply email and permanently delete the original and any copy of this e-mail and any printout thereof.

From: "ASPCA Grants" <grants@aspca.org>
To: <kbelt@ci.fayetteville.ar.us>
Date: 2/2/2012 10:34 AM
Subject: Your Application Submission

Thank you for your submission. Your application has been submitted successfully, and the tracking number is 59898. You will be receiving more information on the status of your application shortly. For your records, here is a copy of the contents of your application.

Request Information

You may return to your application at any time by clicking the "Save and Finish Later" button at the bottom of the application.

Please DO NOT use all capital letters.

Organizational Information

If an ASPCA employee solicited (formally requested) you submit this request, please list their name here. If not, leave blank.

Organization Name

City of Fayetteville Community Services Division - Ranger's
Pantry Pet Food Bank
Mailing Address - Street

113 W. Mountain St.

City

Fayetteville
State

AR
Postal Code

72701
Physical Address (ONLY if different than mailing address)

Include address, city, state and zip (leave blank if physical)

and mailing addresses are the same)

Phone

No hyphens, e.g. 2128767700

4795758260

Fax

No hyphens, e.g. 2128767700

4794443445

Web Site

If you are a governmental organization and do not have a specific website for your department, enter the main web address.

http://www.accessfayetteville.org/government/community_services/index.cfm

Federal Tax ID/Employer Identification Number (EIN)

716018462

Tax Status

Municipality/County
Organization Type

Other
Mission Statement

What is your organization's mission? (100 words or less)

Ranger's Pantry Mission Statement - Ranger's Pantry exists to provide pet food for those in need so that families can stay together. By providing food to families and individuals who are struggling financially, Ranger's Pantry is able to prevent the surrendering or abandonment of pets. In addition to providing a good service, this also reduces operating costs for the local animal services division and lowers the amount of sheltered pets that might ultimately have to be euthanized.

Contact Information

Prefix

e.g. Ms., Mr., Dr.

Mr.

First Name

Kyle

Last Name

Belt

Title

Redevelopment Officer

E-mail

kbelt@ci.fayetteville.ar.us

Mobile Phone

e.g. 123456789

Request Information

Project Title (limit to 20 words or less)

Please name your project, e.g. Mobile Spay/Neuter Clinic for
Low-income Residents

Ranger's Pantry Pet Food Bank

Request Amount (do not exceed the recommended maximum without
good cause):

e.g. 1000

\$2000.00

Over how many months do you estimate the requested amount would
be used?

(In whole months)

6

Project Description and Budget

Provide a description of your request in 250 words or less. Do
not describe your organization or its mission. If you know estimated or
actual costs for line items, be sure to include these costs in your
description.

This monetary donation would be used only to purchase pet food

for Ranger's Pantry. No money for donations is ever used for staff-time, facilities or any other operating procedures. The facility where the food is stored is donated and the City's Community Services Division staff administers the program. Because Ranger's Pantry is entirely supported by donations (monetary and actual pet food) it does not have a budget. However, we can say that during the 20 months since the program's inception we have spent \$11,150 on pet food in addition to the food donations that we have received. We have seen an approximately 82% increase in spending from the first year's total of \$3955 to \$7,200 for just the first 8 months of the second year of operation.

Program Area

Please select the program area most closely aligned with this funding request.

Return to Owner/Anti-Surrender Programs (Shelter Outreach-Live Release/Intake Reduction)

Geographical Area Served (for this request ONLY)

Choose your domicile location in the FIRST drop-down. You may choose additional locations if this grant would benefit your work outside of your own state.

AR

Population Served (for THIS request)

You may choose more than one, but ONLY select those populations that will benefit or be served by THIS request.

Dogs

Cats

Type of Support

Other

By submitting a letter of inquiry and/or an application for an ASPCA grant, you agree to allow the ASPCA to utilize the information submitted on such letter of inquiry and/or application in any way it deems appropriate to support its mission to prevent cruelty to animals. Such uses may include, but are not limited to, reproducing such information in print or on the ASPCA website and/or allowing third parties to access such information. In addition, by submitting this letter of inquiry and/or application, you hereby certify that the requesting organization is aware of and endorses this request and the information herein.

City of Fayetteville Staff Review Form

A. 11
 Ranger's Pantry Pet
 Food Bank Donation
 Page 1 of 4

City Council Agenda Items
 and
 Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
 Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing donation revenue received from citizens for the Ranger's Pantry Pet Food Bank in the amount of \$1,553.

Cost of this request

2180.4945.5390.01

Account Number

12003

Project Number

\$

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Community Services

Fund Name

Budgeted Item

Budget Adjustment Attached

X

Department Director

05-21-12

Date

Previous Ordinance or Resolution #

City Attorney

5-22-12

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

5-23-2012

Date

Received in City
 Clerk's Office

05-21-12 P04:38 RCVD

Chief of Staff

5-23-12

Date

Received in
 Mayor's Office

Mayor

5/24/12

Date

Staff recommends approval of the Budget Adjustment.

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development JP

From: Yolanda Fields, Dir. Community Services YF

Date: May 21, 2012

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

PROPOSAL:

Community Services would like to recognize donation revenue that was received from citizens for the Ranger's Pantry Pet Food Bank.

RECOMMENDATION:

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

BUDGET IMPACT:

Increase the Community Outreach Projects account by \$1,553 for Ranger's Pantry Pet Food Bank.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE
AMOUNT OF \$1,553.00 AND TO THANK OUR GENEROUS CITIZENS FOR
DONATING TO THE RANGER'S PANTRY PET FOOD BANK

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby
approves a budget adjustment in the amount of \$1,553.00 and thanks our generous citizens for
donating to the Ranger's Pantry Pet Food Bank

PASSED and APPROVED this 5th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

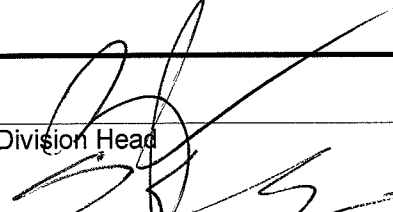
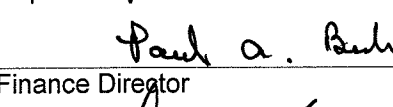
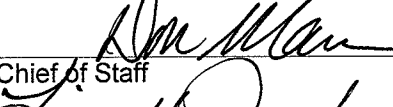
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A-11
V11.0425
Ranger's Pantry Pet
Food Bank Donation
Page 4 of 4

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 5/21/2012	Adjustment Number
--------------------------------	--	--------------------------------------	----------------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Community Outreach Projects account by \$1,553 to recognize donation revenue received from citizens.

 Division Head	<u>5/21/12</u> Date	Prepared By: <u>Rachel</u>	
 Budget Director	<u>5-21-2012</u> Date	Reference: _____	<i>rafiels</i>
 Department Director	<u>05-21-2012</u> Date	Budget & Research Use Only	
 Finance Director	<u>5-23-2012</u> Date	Type: A B C <u>D</u> E P	
 Chief of Staff	<u>5-23-12</u> Date	General Ledger Date _____	
 Mayor	<u>5/24/12</u> Date	Posted to General Ledger _____	Initial _____ Date _____
		Checked / Verified _____	Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Community Outreach Projs	2180.4945.5390.01	1,553		12003 . 1
Donations	2180.0918.4809.00	1,553	1553	12003 . 1
				.
				.

City of Fayetteville Staff Review Form

A. 12
Community Development Block Grant
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing CDBG program income received from a Housing Program lien payoff in the amount of \$5,518.

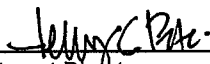
_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
2180.4940.5315.00	Funds Used to Date	Program / Project Category Name
Account Number	_____	_____
_____	\$ _____	Community Services
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

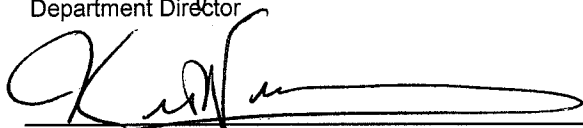

Department Director

05242012
Date

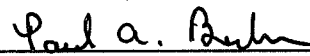
Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____


City Attorney

5-29-12
Date


Finance and Internal Services Director

5-29-2012
Date

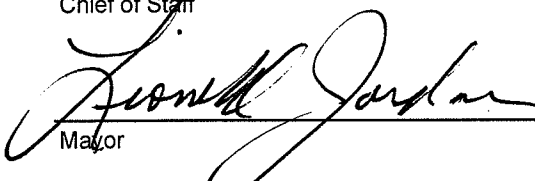
05-25-12 A09:29 RCVD
Received in City Clerk's Office



Chief of Staff

5-29-12
Date

Received in Mayor's Office



Mayor

5/30/12
Date

Staff recommends approval of the Budget Adjustment.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development 

From: Yolanda Fields, Dir. Community Services 

Date: May 23, 2012

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

PROPOSAL:

The Community Development Block Grant Housing Program assists qualified low-moderate income homeowners in Fayetteville to be able to remain in their homes by providing home rehabilitation such as siding, roofing, doors, windows, electrical and plumbing upgrades. A forgivable lien is placed on rehabilitated homes that reflects the cost of the project. If the home is sold before the forgivable lien period expires, the balance of the lien must be repaid to the CDBG program as Program Income.

Community Services would like to budget the Program Income received from a Housing Program lien payoff in the amount of \$5,518.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the CDBG Program Income.

BUDGET IMPACT:

Increase the Contract Services account for the CDBG Housing Program by \$5,518 as listed in the budget adjustment. The Housing Program's Contract Services account is used to pay for housing rehabilitation for qualified low-moderate income homeowners in Fayetteville.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE
AMOUNT OF \$5,518.00 TO RECOGNIZE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM INCOME RECEIVED FROM A LIEN PAYOFF**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$5,518.00 to recognize Community Development Block Grant program income received from a lien payoff.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

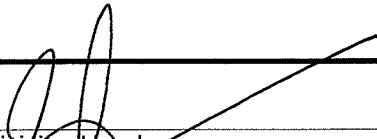
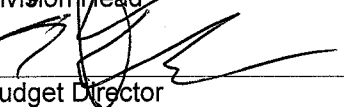
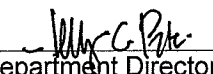
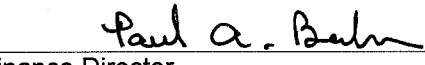
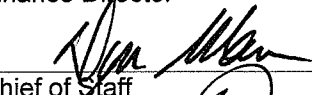
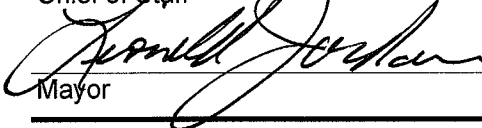
A. 12 V11.0425
Community Development Block Grant

Page 4 of 4

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 5/27/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Housing Contract Services by \$5,518 to recognize CDBG Program Income.

 Division Head	 Budget Director	 Department Director	 Finance Director	 Chief of Staff	 Mayor	Date 5/23/12	Date 5-27-12	Date 05-24-2012	Date 5-29-2012	Date 5-29-12	Date 5/30/12	Prepared By: Rachel rafiels	Reference:	Budget & Research Use Only Type: A B C D E P	General Ledger Date	Posted to General Ledger	Initial	Date	Checked / Verified	Initial	Date
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TOTAL BUDGET ADJUSTMENT

		5,518	5,518	Project.Sub Number
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	
Contract services	2180.4940.5315.00	5,518		.
CDBG program income	2180.0918.4910.00		5,518	.
				.

City of Fayetteville Staff Review Form

A. 13
RFP #12-02 Cox Arkansas
Telecom, LLC DBA Cox Business
Page 1 of 8

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

6/19/2012

City Council Meeting Date
Agenda Items Only

Sharon Waters

Submitted By

Telecommunications & I.T. Division

Division

Utilities & Finance

Department

Action Required:

A resolution approving a contract for Telecommunication Services based on proposals received from RFP #12-02.

197,036.40

Cost of this request

Category / Project Budget

I.T. Technology Improvements

Program Category / Project Name

Various 5310-01

Account Number

Funds Used to Date

Telecommunications System Upgrade

Program / Project Category Name

\$

Remaining Balance

Various Operating Funds

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

[Signature]
Department Director

1 Jun 12
Date

Previous Ordinance or Resolution #

[Signature] (senate)
City Attorney

6-4-12
Date

Original Contract Date:

Original Contract Number:

Paula A. Bech
Finance and Internal Services Director

6-4-2012
Date

Received in City
Clerk's Office

06-01-12 P02:23 RCVD

Kim J.

Jim Mann
Chief of Staff

6-4-12
Date

Received in
Mayor's Office

ENTERED
6/4/12

Lionel Jordan
Mayor

6/4/12
Date

Comments: Contract documents must be re-routed for review once a proposal selection is made. JK



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
David Jurgens, Utilities Director *DJ Jurgens*

From: Sharon Waters, Parking and Telecommunications Manager *SW*

Date: June 1, 2012

Subject: A Resolution Approving a Contract for Telecommunications Services

PROPOSAL:

Staff recommends approving a contract for telecommunications services based on proposals received from RFP #12-02. This contract is for a term of three (3) years, with the option of two (2) additional annual renewals.

RECOMMENDATION:

The City of Fayetteville solicited proposals for new telecommunications services to provide voice communications (dial-tone), long distance, wide area network connectivity and internet service to serve multiple locations throughout the City. There were 3 vendors that submitted bids for this service; AT&T, Cox Business, and Windstream.

RFP documents were prepared by Plante & Moran, the I.T assessment group contracted by the City to review all the City wide network and telecommunications processes, procedures and systems. Plante & Moran is participating in the selection process, as well as contract negotiations. It is imperative that this item is added to the June 19 Council Agenda, as there will be a significant amount of construction work to be completed before our existing contracts expire in September. This memo is a "place holder" for the June 19 Council Agenda. All finalized documents will be provided before the Agenda Session.

BUDGET IMPACT:

The City will recognize a savings of over \$100,000.00 in annual operating budgets for General Fund, Transportation Fund, Solid Waste Fund and Water/Sewer Fund.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
David Jurgens, Utilities Director 

From: Sharon Waters, Parking and Telecommunications Manager 

Date: June 6, 2012

Subject: A Resolution Approving a Contract for Telecommunications Services for \$197,036.40
And Approve a \$10,000.00 Project Contingency

RECOMMENDATION

Staff recommends approving a contract with Cox Business for telecommunications services based on proposals received from RFP #12-02, and pricing as outlined in Appendix A, and approve a project contingency of \$10,000.00.

BACKGROUND

The City of Fayetteville solicited proposals for new telecommunications services to provide voice communications (dial-tone), long distance, wide area network connectivity and internet service to serve multiple locations throughout the City. There were 3 vendors that submitted bids for this service; AT&T, Cox Business, and Windstream. Through the City's formal selection process, Cox Business was selected as the provider for our telecommunications services.

RFP documents were prepared by Plante & Moran, the I.T assessment group contracted by the City to review all the City wide network and telecommunications processes, procedures and systems. Plante & Moran participated in the selection process, as well as contract negotiations. The new contract will provide a substantial increase in band width at all city facilities, an increase in internet services from 20MB to 50MB, and a 50% increase in call trunking for voice services. This contract is for a term of three (3) years, with the option of two (2) additional annual renewals.

DISCUSSION

It is imperative that this item is added to the June 19 Council Agenda, as there will be a significant amount of construction work to be completed before our existing contracts expire in September. Appendix A of the contract has been provided with this memo that details all associated costs for services. The contract terms are still under review by our legal council. The finalized contract will be provided to the Council at the Agenda Session on June 12.

BUDGET IMPACT

The City will recognize a savings of \$53,502.00 in annual operating budgets for the General Fund, Transportation Fund, Solid Waste Fund and Water/Sewer Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDDING RFP #12-02 AND APPROVING A CONTRACT FOR A PERIOD OF THREE YEARS, WITH TWO ONE-YEAR AUTOMATIC RENEWAL OPTIONS, WITH COX ARKANSAS TELECOM, LLC DBA COX BUSINESS IN AN ANNUAL AMOUNT OF \$197,036.40 (SUBJECT TO A \$7,000.00 CREDIT IN YEAR ONE), AND FOR THE OPTIONAL MODIFICATION AND/OR EXPANSION COSTS AND LONG DISTANCE CHARGES QUOTED, FOR CITY TELECOMMUNICATIONS 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 awards RFP #12-02 and approves a contract for a period of three years with two one-year automatic renewal options with Cox Communications, LLC dba Cox Business in an annual amount of \$197,036.40 (subject to a \$7,000.00 credit in year one), and for the optional modification and/or expansion costs and long distance charges quoted, for City Telecommunications Services. A copy of the contract is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, AR
 RFP 12-02, Telecommunication Services
 CONTRACT - APPENDIX A
 PRICING DETAILS - COX COMMUNICATIONS

SECTION A: PROPOSAL COST SUMMARY (BASE BID + SELECTED OPTIONS)

COST SUMMARY	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
Wide Area Network	\$0.00	\$13,443.00	\$161,316.00	\$483,948.00	\$806,580.00
Voice Services					
SIP Trunking	\$0.00	\$1,166.70	\$14,000.40	\$42,001.20	\$70,002.00
DIDs	\$0.00	\$60.00	\$720.00	\$2,160.00	\$3,600.00
Managed Internet	\$0.00	\$1,750.00	\$21,000.00	\$63,000.00	\$105,000.00
Credits					
Managed Internet - 4 mos MRCs				-\$7,000.00	
TOTAL CONTRACT COST* (See Below)	\$0.00	\$16,419.70	\$197,036.40	\$584,109.20	\$985,182.00

*NOTE: Year #1 of contract will have a credit of \$7,000. Annual cost for year #1 = \$190,036.40 (Annual Cost - \$7,000). Annual cost for years 2-5 = \$197,036.40.

SECTION B: PROPOSAL COST DETAIL (COST DETAIL - BASE BID ITEMS)

Wide Area Network	Bandwidth Quoted	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
Data Center (Airport Terminal)	200 Mb	\$0.00	\$1,599.00	\$19,188.00	\$57,564.00	\$95,940.00
Data Center	1 Gb P2P	\$0.00	\$4,200.00	\$50,400.00	\$151,200.00	\$252,000.00
City Hall	100 Mb	\$0.00	\$1,199.00	\$14,388.00	\$43,164.00	\$71,940.00
Transportation /City Shop	20 Mb	\$0.00	\$659.00	\$7,908.00	\$23,724.00	\$39,540.00
Water/Sewer Ops	10 Mb	\$0.00	\$599.00	\$7,188.00	\$21,564.00	\$35,940.00
Fire Station 2	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 3	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 4	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 5	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 6	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 7	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Marshall office	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Yvonne Richardson Ctr	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Wash. County Jail	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
NWA Mail Police Substation	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Noland Waste Water	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
West Side Waste Water	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Canterbury Water Tank	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
WAN TOTAL		\$0.00	\$13,443.00	\$161,316.00	\$483,948.00	\$806,580.00
Voice Services	Qty	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
SIP Trunking	60	\$0.00	\$1,166.70	\$14,000.40	\$42,001.20	\$70,002.00
Burstable SIP Trunking				DETERMINED BY	DETERMINED BY	DETERMINED BY
	20	\$0.00	\$10/ minute	USAGE	USAGE	DETERMINED BY USAGE
Cost for adding additional SIP Trunks as needed As needed with no required contract extension. Dedicated trunks are \$10 MRC per trunk. At certain increased trunking levels the port size at each location would need to be increased as well to provide sufficient bandwidth. Under the current configuration, 50 total (dedicated + burstable) trunks per location can be supported.						
DIDs	600	\$0.00	\$60.00	\$720.00	\$2,160.00	\$3,600.00
VOICE SERVICES TOTAL		\$0.00	\$1,226.70	\$14,720.40	\$44,161.20	\$73,602.00
Voice Usage Rates			Billing Increment	Minimum Billed Increment	Rate	Rate
Local			n/a	n/a	n/a	n/a
Intra-LATA			6 Sec	6 Sec	\$0.035	\$0.035
Intra-State			6 Sec	6 Sec	\$0.035	\$0.035
Inter-State			6 Sec	6 Sec	\$0.035	\$0.035

SECTION C: PROPOSAL COSTS (OPTIONAL ITEMS)

Managed Internet	Bandwidth Quoted	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
	50 Mb	\$0.00	\$1,750.00	\$21,000.00	\$63,000.00	\$105,000.00
POTS Lines (Unit Cost)			Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
			\$0.00	\$22.00	\$264.00	\$792.00
POTS Lines (Usage Rates)			Billing Increment	Minimum Billed Increment	Rate	Rate
Local			n/a	n/a	n/a	n/a
Intra-LATA			6 Sec	6 Sec	\$0.035	\$0.035
Intra-State			6 Sec	6 Sec	\$0.035	\$0.035
Inter-State			6 Sec	6 Sec	\$0.035	\$0.035
WAN Bandwidth Increments	Bandwidth Quoted	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
	3 Mb	\$0.00	\$219.00	\$2,628.00	\$7,884.00	\$13,140.00
	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
	10 Mb	\$0.00	\$599.00	\$7,188.00	\$21,564.00	\$35,940.00
	20 Mb	\$0.00	\$659.00	\$7,908.00	\$23,724.00	\$39,540.00
	50 Mb	\$0.00	\$859.00	\$10,308.00	\$30,924.00	\$51,540.00
	100 Mb	\$0.00	\$1,199.00	\$14,388.00	\$43,164.00	\$71,940.00
	200 Mb	\$0.00	\$1,599.00	\$19,188.00	\$57,564.00	\$95,940.00
	1000 Mb	\$0.00	\$2,100.00	\$25,200.00	\$75,600.00	\$126,000.00

Cox Business	
WAN	\$13,443.00
SIP	\$1,166.70
DID's	\$60.00
MIS	\$1,750.00
50MB	\$16,419.70
LD	\$280.00
	\$16,699.70
	\$200,396.40

Current Charges	
WAN	\$9,550.00
PRI	\$688.21
Plexar	\$7,088.17
MIS	\$1,626.85
20MB	\$18,953.23
LD	\$2,205.00
	\$21,158.23
	\$253,898.76

New Contract Annual Costs: \$200,396.40
Current Annual Costs: \$253,898.76

Annual Savings: (\$53,502.36)

New Contract Bonuses:

Increased Band Width at every location
Increased Internet Services from 20MB to 50MB
Increased Call Trunking by 50%

City of Fayetteville, AR
 RFP 12-02, Telecommunication Services
 CONTRACT - APPENDIX A
 PRICING DETAILS - COX COMMUNICATIONS

SECTION A: PROPOSAL COST SUMMARY (BASE BID + SELECTED OPTIONS)

COST SUMMARY	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
Wide Area Network	\$0.00	\$13,443.00	\$161,316.00	\$483,948.00	\$806,580.00
Voice Services					
SIP Trunking	\$0.00	\$1,166.70	\$14,000.40	\$42,001.20	\$70,002.00
DIDs	\$0.00	\$60.00	\$720.00	\$2,160.00	\$3,600.00
Managed Internet	\$0.00	\$1,750.00	\$21,000.00	\$63,000.00	\$105,000.00
Credits					
Managed Internet - 4 mos MRCs				-\$7,000.00	
TOTAL CONTRACT COST* (See Below)	\$0.00	\$16,419.70	\$197,036.40	\$584,109.20	\$985,182.00

*NOTE: Year #1 of contract will have a credit of \$7,000. Annual cost for year #1 = \$190,036.40 (Annual Cost - \$7,000). Annual cost for years 2-5 = \$197,036.40.

SECTION B: PROPOSAL COST DETAIL (COST DETAIL - BASE BID ITEMS)

Wide Area Network	Bandwidth Quoted	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
Data Center (Airport Terminal)	200 Mb	\$0.00	\$1,599.00	\$19,188.00	\$57,564.00	\$95,940.00
Data Center	1 Gb P2P	\$0.00	\$4,200.00	\$50,400.00	\$151,200.00	\$252,000.00
City Hall	100 Mb	\$0.00	\$1,199.00	\$14,388.00	\$43,164.00	\$71,940.00
Transportation /City Shop	20 Mb	\$0.00	\$659.00	\$7,908.00	\$23,724.00	\$39,540.00
Water/Sewer Ops	10 Mb	\$0.00	\$599.00	\$7,188.00	\$21,564.00	\$35,940.00
Fire Station 2	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 3	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 4	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 5	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 6	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Station 7	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Fire Marshall office	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Yvonne Richardson Ctr	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Wash. County Jail	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
NWA Mall Police Substation	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Noland Waste Water	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
West Side Waste Water	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
Canterbury Water Tank	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
WAN TOTAL		\$0.00	\$13,443.00	\$161,316.00	\$483,948.00	\$806,580.00
Voice Services	Qty	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
SIP Trunking	60	\$0.00	\$1,166.70	\$14,000.40	\$42,001.20	\$70,002.00
Burstable SIP Trunking	20	\$0.00	\$10/ minute	DETERMINED BY USAGE	DETERMINED BY USAGE	DETERMINED BY USAGE
Cost for adding additional SIP Trunks as needed As needed with no required contract extension. Dedicated trunks are \$10 MRC per trunk. At certain increased trunking levels the port size at each location would need to be increased as well to provide sufficient bandwidth. Under the current configuration, 50 total (dedicated + burstable) trunks per location can be supported.						
DIDs	600	\$0.00	\$60.00	\$720.00	\$2,160.00	\$3,600.00
VOICE SERVICES TOTAL		\$0.00	\$1,226.70	\$14,720.40	\$44,161.20	\$73,602.00
Voice Usage Rates			Billing Increment	Minimum Billed Increment	Rate	Rate
Local			n/a	n/a	n/a	n/a
Intra-LATA			6 Sec	6 Sec	\$0.035	\$0.035
Intra-State			6 Sec	6 Sec	\$0.035	\$0.035
Inter-State			6 Sec	6 Sec	\$0.035	\$0.035

SECTION C: PROPOSAL COSTS (OPTIONAL ITEMS)

Managed Internet	Bandwidth Quoted	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
	50 Mb	\$0.00	\$1,750.00	\$21,000.00	\$63,000.00	\$105,000.00
POTS Lines (Unit Cost)			Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
			\$22.00	\$264.00	\$792.00	\$1,320.00
POTS Lines (Usage Rates)			Billing Increment	Minimum Billed Increment	Rate	Rate
Local			n/a	n/a	n/a	n/a
Intra-LATA			6 Sec	6 Sec	\$0.035	\$0.035
Intra-State			6 Sec	6 Sec	\$0.035	\$0.035
Inter-State			6 Sec	6 Sec	\$0.035	\$0.035
WAN Bandwidth Increments	Bandwidth Quoted	Non-Recurring Cost	Monthly Recurring Costs	Annual Cost (MRC * 12)	Total 36 Month Cost (NRC+(MRC * 36))	Total 60 Month Cost (NRC+(MRC * 60))
	3 Mb	\$0.00	\$219.00	\$2,628.00	\$7,884.00	\$13,140.00
	5 Mb	\$0.00	\$399.00	\$4,788.00	\$14,364.00	\$23,940.00
	10 Mb	\$0.00	\$599.00	\$7,188.00	\$21,564.00	\$35,940.00
	20 Mb	\$0.00	\$659.00	\$7,908.00	\$23,724.00	\$39,540.00
	50 Mb	\$0.00	\$859.00	\$10,308.00	\$30,924.00	\$51,540.00
	100 Mb	\$0.00	\$1,199.00	\$14,388.00	\$43,164.00	\$71,940.00
	200 Mb	\$0.00	\$1,599.00	\$19,188.00	\$57,564.00	\$95,940.00
	1000 Mb	\$0.00	\$2,100.00	\$25,200.00	\$75,600.00	\$126,000.00



Handed out at Agenda Session
6-12-12 RFP # 12-02 Cox Arkansas
Telecom. LLC 100% Cox Business

A. 13
RFP #12-02 Cox Arkansas
Plante & Moran, PLLC
Telecom, LLC DBA Cox Business
27400 Northwestern Highway
Page 1 of 20
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

June 6, 2012

Ms. Sharon Waters
Parking and Telecom Manager
City of Fayetteville
113 W. Mountain St,
Fayetteville, AR 72701

Dear Sharon:

Plante Moran has completed our review of the proposals received in response to the City's RFP 12-02 Telecommunications Services. As a result of our analysis and discussions with the City, the Selection Committee has concluded to recommend awarding the project to **Cox Communications for a total annual cost of \$197,036.40 (excluding usage based services such as long distance voice calling)**. This award is for an initial contract term of 36 months, with two optional 12 month renewals that may be entered into at the City's discretion upon completion of the initial term. We would concur with this recommendation.

These services are intended to replace the existing services provided by AT&T that the City is still under contract for. Implementation of the new services will be coordinated in such a manner as to provide a reasonable overlap between the two providers to allow for an appropriate period of transition, while minimizing the amount of time that the City is under contract for duplicate services (expected to be no more than 30 days). It should be noted however that the City is under contract with AT&T for Internet service through December of 2013, and will be subject to termination penalties upon implementation of the new services from Cox. To mitigate the financial impact of these penalties, Cox has offered credits to offset the cost. When compared to the current expense that the City incurs for telecommunications services, this recommendation represents an annual savings of \$30,402. When estimates for usage based charges are included, a potential additional \$23,100 in savings could be realized (based on the assumption that usage levels remain consistent with the previous year).

From a technical perspective, the solution specified in the RFP represents a significant technical upgrade to the existing infrastructure which had proven to no longer meet the needs of the City. The previous wide area network was based on a point to point T1 circuit architecture that provided 1.5 Mbps bandwidth to most remote sites. Under the proposed solution, all locations will benefit from increased bandwidth, with the minimum bandwidth at a remote location being 5 Mbps. Voice calling capacity has been increased by 50%, with additional advantages being provided with the implementation of 'burstable' voice trunking, a technology that will allow the City to increase its capacity for voice communications when needed without incurring the expense when not in use. Finally, the bandwidth for internet access under the proposed solution has also been significantly upgraded from 20 Mbps to 50 Mbps.

BACKGROUND

Plante Moran worked with the City's technology staff to develop a Request for Proposals for telecommunications services for the City, including the wide area network, voice communication and internet access services. The RFP was released to the vendor community on April 21st, 2012 after being advertised in the local newspaper. Proposals were publicly opened on Friday, May 18th, 2012, with three qualified proposals being received. We analyzed the bid responses and issued several clarifications; our analysis is summarized on the attached spreadsheet. Cox Communications provided the lowest compliant bid.

Plante Moran appreciates the opportunity to be of assistance to the City of Fayetteville. Please call me at 248.223.3328, or Matt Lindner at 248.223.3666 if you have any questions.

Sincerely,

PLANTE MORAN, PLLC

Adam Rujan

cc: Matt Lindner, Mike Riffel

City of Fayetteville, AR RFP 12-02 Telecommunications Services Proposal Summary									
AT&T					Cox Communications				
VENDOR PROFILE Contact Kellye Neal Compliant Bid Yes Provided All required Items Yes References State of Arkansas - DIS City of Fort Smith Sebastian County					James Lashley Yes Yes Bank of Fayetteville Fayetteville Public Schools Fort Smith Public Schools				
					Shane Hall Yes Yes State of Arkansas Arkansas Elink University of Kentucky (UKMS)				
BID COST SUMMARY									
	Monthly Recurring Cost	Annual Cost	Three Year Cost	Five Year Cost	Monthly Recurring Cost	Annual Cost	Three Year Cost	Five Year Cost	
BASE BID ITEMS									
Wide Area Network	\$15,862.92	\$190,355.04	\$571,065.12	\$951,775.20	\$13,443.00	\$161,316.00	\$483,948.00	\$806,580.00	\$954,540.00
Voice Services	\$1,399.08	\$16,788.96	\$50,366.88	\$83,944.80	\$1,226.70	\$14,720.40	\$44,161.20	\$73,602.00	\$56,736.00
TOTAL BASE BID	\$17,262.00	\$207,144.00	\$621,432.00	\$1,035,720.00	\$14,669.70	\$176,036.40	\$528,109.20	\$880,182.00	\$1,011,276.00
SELECTED OPTIONS									
Managed Internet	\$1,482.00	\$17,784.00	\$53,352.00	\$88,920.00	\$1,750.00	\$21,000.00	\$63,000.00	\$105,000.00	\$17,940.00
Credit: Managed Internet - 4							-\$7,000.00		
Months MRC									
TOTAL COST	\$18,744.00	\$224,928.00	\$674,784.00	\$1,124,640.00	\$16,419.70	\$197,036.40	\$584,109.20	\$985,182.00	\$1,029,216.00
BASE BID + SELECTED OPTIONS									
TOTAL RECOMMENDATION					\$16,419.70	\$197,036.40	\$584,109.20	\$985,182.00	

Cost Analysis					Recommendation:				
Current Services:					Cox Communications				
	Monthly Cost	Annual Cost	Three Year Cost	Five Year Cost	Monthly Cost	Annual Cost	Three Year Cost	Five Year Cost	
Wide Area Network	\$9,550.00	\$114,600.00			\$13,443.00	\$161,316.00			
Voice Services									
PRI	\$688.21	\$8,258.52			n/a	n/a			n/a
Plexar	\$7,088.17	\$85,058.04			n/a	n/a			n/a
SIP Trunking	n/a	n/a			\$1,166.70	\$14,000.40			
DIDs	n/a	n/a			\$60.00	\$720.00			
Managed Internet	\$1,626.85	\$19,522.20			\$1,750.00	\$21,000.00			
Subtotal - Non-Usage Based	\$18,953.23	\$227,438.76			\$16,419.70	\$197,036.40			
Long Distance Usage (Estimated)	\$2,205.00	\$26,460.00			\$280.00	\$3,360.00			
Total Cost	\$21,158.23	\$253,898.76			\$16,699.70	\$200,396.40			
Total Estimated Savings					\$4,458.53	\$53,502.36			



MASTER RETAIL SERVICES AGREEMENT

THIS MASTER RETAIL SERVICES AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2012 ("Effective Date") by and between Cox Arkansas Telecom, LLC d/b/a Cox Business, a Delaware corporation, (collectively "Cox") for the Service Areas identified in Appendix B to this Agreement ("Service Areas"), having its principal office at 1400 Lake Hearn Drive, N.E., Atlanta, Georgia, 30319 and City of Fayetteville, having an office at 113 W Mountain St. Fayetteville AR 72701 ("Customer"); collectively hereinafter Cox and Customer being referred to herein as the "Parties".

WHEREAS, Cox, by and through its franchised and regulated Cox Affiliates shall provide the services described in this Agreement (collectively "Services") on Appendix A to the Customer at the prices set forth therein; and

WHEREAS, Customer has locations in certain Service Areas and desires to purchase the Services from Cox under the terms and conditions contained in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties mutually agree as follows:

1. Scope of Agreement. The purpose of this Agreement is for Cox and Customer to agree to the basic terms and conditions under which Cox may provide and Customer may purchase the Services described under this Agreement. Services under this Agreement shall be provided by the regulated and franchised Cox Affiliates for the various Services Areas. Cox agrees to provide the Services and Customer shall pay Cox the compensation for

the Services as set forth in this Agreement, specifically on Appendix A. From time to time during the Term of this Agreement, Customer may order additional Services from Cox at the prices set forth in Appendix A. Any Services not set forth in Appendix A shall be offered on an Individual Case Basis ("ICB") at prices to be mutually agreed upon by the Parties.

2. Term. The term of the Agreement shall begin on the Effective Date and shall continue for an initial term of three (3) years ("Initial Term") with two one-year options at the agreement of the parties (collectively, the "Term"). Upon expiration of the Term, the Agreement shall automatically renew and continue in effect on a month-to-month basis ("Renewal Terms") until terminated by either party on thirty (30) days prior written notice. The Initial Term and Renewal Terms may collectively be referred to as the "Term". The Term of Service for each Service ordered pursuant to Appendix A or a Service Order (attached hereto as Appendix D) shall begin upon installation and activation of the Service by Cox and shall continue to the Term set forth in the Service Order. This Agreement shall survive termination or expiration for Service Orders with Terms beyond the Term of this Agreement, and the terms and conditions in this Agreement shall govern the provision of Services under such Service Orders. After expiration or termination of this Agreement, Customer shall not be authorized to purchase additional Services.

3. Services. All Services under this Agreement shall be subject to the availability of Cox facilities to provide the Services. While Cox Affiliates may be authorized to provide Services in the Service Area(s), the Cox network

and facilities may not extend to all locations within the Service Areas. Cox shall provision all Services consistent with industry quality standards applicable to the Service ordered by Customer.

3.1 Use of Service. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer shall not resell any portion of the Services to any third party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

3.2 Wireless Delivery. In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services via wireless network facilities and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service by providing Customer with thirty (30) days prior written notice. Termination under this Section 3.2 shall be without further liability to Customer including payment of termination fee set forth in Section 17.

3.3 Demarcation Point. The Demarcation Point is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. Customer is responsible for all equipment and facilities located beyond the Demarcation Point. For the Internet Services delivered under this Agreement, the Demarcation Point is the output port for the Cox-owned termination equipment located within Customer premises. For video services, the Demarcation Point is the video wall jack. For telephone Services, the Demarcation Point shall be the telephone closet within Customer's premises or building (unless otherwise specified in the Service Order).

4. **Internet Services.** Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet Service, which is defined as Internet bandwidth connectivity at the speeds ordered by Customer under the Service Order, access, domain name resolution, modem configuration (if applicable), and a static IP address (if applicable) together with installation of the Services as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Service is subject to Customer and its users complying with the Acceptable Use Policies ("AUP") which may be found at www.coxbusiness.com/acceptableusepolicy.pdf. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUPs.

4.1 Cable Modems. For cable modem delivered Internet Services, Cox shall supply a cable modem ("Modem"). Customer shall not tamper with, or attempt to reprogram the Modem, including, but not limited to, "uncapping" the Modem or affecting its bandwidth settings. Cox may terminate Service to any Modem that has been altered following programming or installation by Cox. The Modem shall be deemed Cox equipment under Section 11 of this Agreement.

4.2 VoiceManager Services. In addition to the terms and conditions herein, if Customer purchases VoiceManager Services under this Agreement, the terms and conditions located at: <http://www.coxbusiness.com/products/voice/voicemanager/> and the terms and conditions set forth in Sections 5.2, 5.3, 5.4, and 5.6 of this Agreement shall apply to VoiceManager Service. The VoiceManager web site also contains descriptions and charges for ancillary services such as directory assistance, 411 charges, directory listing and operator services.

Prices and rates for ancillary services are subject to change from time to time during the term of this Agreement. The VoiceManager web site is incorporated into this Agreement as if fully set forth herein.

5. Regulated Services. Regulated Services are subject to additional terms and conditions contained in this Section 5. Regulated Services includes telephone Services and certain transport Services.

5.1. Tariffs. The terms and conditions of regulated Service provided to Customer under this Agreement are contained in tariffs on file with state and/or federal regulatory authorities. These tariffs shall govern the provision of regulated Services, and Cox may amend such tariffs and regulated service shall be subject to such tariffs, as amended, provided; however, Customer shall receive the price set forth in the Service Order for the Term of the Service. Customer must disclose to Cox if Customer intends to use the Services in connection with payphone service.

5.2. Telephone Numbers. Cox will be the carrier of record for the Customer's assigned telephone numbers, and numbers that are ported to Cox from another carrier. These numbers, while not the property of the Customer, are reserved for their sole usage during the time service is active with Cox, and can be retained for the Customer's use if ported to another carrier at the termination or expiration of this Agreement. All number assignments and use shall be subject to the rules and regulations of the North American Numbering Plan Administrator. Any telephone number designated by Cox in advance of the activation of Cox telephone service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) on file with regulatory authorities.

5.3 State-to-State and International Services. If Customer subscribes to or uses state-to-state and/or International telecommunications Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer

Service Agreement which may be found at our web site:
www.cox.com/telephone/customerservicesagreement.asp.

5.4 PBX Usage, Equipment and E911 Services. If Customer uses a Private Branch Exchange (PBX) in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. For certain telephone Services, an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), or an analog terminal adaptor (ATA) will be provided and installed by Cox at no charge to Customer. Only the eMTA and ATA will have battery backup provided by Cox. Customer is responsible for battery backup for the IAD. In the event of a power outage, your telephone Service using an eMTA or ATA will continue to operate as usual for up to eight hours with the backup battery provided by Cox. The duration of Service during a power outage using an IAD will depend on Customer's battery backup choice. If the eMTA, ATA, or IAD that supplies your telephone Service is disconnected or removed and/or the battery is not charged, Service, including access to E911, will not be available. Cox uses your telephone Service address to identify your location for E911 Service. To ensure that E911 dispatch receives your correct address, the eMTA, ATA and/or IAD installed in your business should not be moved. Please notify Cox if you would like to move or relocate your telephone Service. It can take up to 2 business days for your new address to be updated so please call us to make this change.

5.5 PIN Access. The FCC requires that business customers set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at

http://www.cox.com/policy/#Online_Privacy_Policy.

5.6 **Additional Documentation.** For certain regulated Services Customer will be required to execute letters of authorization or letters of agency to allow Cox to provision such Services. Customer agrees to execute such documents as reasonably requested by Cox.

6. Video Services. [RESERVED]

6.1 **DVR Equipment/Service.**
[RESERVED]

7. Web Hosting Services. [RESERVED]

8. Service Delivery and Installation. To order additional Services under this Agreement, Customer shall use the Service Order process described in Section 8.1 of this Agreement and submit a Service Order a copy of which is attached hereto as Appendix D.

8.1 **Service Order Process.** To determine the availability of Services and to order additional Services under this Agreement, Cox and Customer shall use the process set forth herein. Customer shall contact Cox and shall identify the Service location, term of service, type of Service requested, desired installation date, and any other information reasonably requested by Cox to determine the availability of Service. Upon receipt of Customer's information, Cox shall promptly respond to Customer and either (i) submit to Customer a Service Order form with the Service information including price, term of service, delivery date and other terms and conditions upon which Cox can provide the requested Service, or (ii) respond to Customer declining to provide the requested Service. Service Orders submitted by Cox shall be valid for acceptance by Customer for a period of thirty (30) days and thereafter Cox may refuse to accept such Service Orders. To order Service, Customer shall execute the Service Order and return a copy to Cox. Upon receipt by Cox of the executed Service Order, the Service Order shall be incorporated into this Agreement.

8.2 **Service Installation.** Cox shall provide Customer with the Services and equipment identified in the Service Order and such Services shall be installed in first class workmanlike manner at Customer's Service location set forth in the Service Order. If requested by Cox, Customer is responsible for arranging all necessary rights of access for Cox from the public rights of way to Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox's equipment. For each applicable Service Order, the parties may specify an installation date by which Cox shall complete installation of the Services. For each calendar day beyond the stated installation date and after due allowance for reasonable extension of time upon request and mutually agreed upon, Customer may withhold from Cox's compensation the sum of \$26.64 per uninstalled site per day. For purposes of this section, the term "uninstalled site" shall mean any site where all contracted services are not installed and/or not fully functional.

9. Payment Obligations. For each Service ordered, Customer shall pay the Monthly Recurring Charge ("MRC"), any usage based charges applicable to such Services, and the Non Recurring Charges ("NRC") and other charges under this Agreement applicable to the Service. The MRC, NRC, and usage charges are set forth in Appendix A and/or the applicable Service Order. Cox shall invoice Customer monthly during the Term of this Agreement for the MRC, NRC and other charges as provided under this Agreement, and such charges shall begin upon installation of Service. Any amount not received within thirty (30) days of receipt of invoice may be subject to a late charge and Cox may suspend or terminate Services, if within ten (10) days of receipt of notice of nonpayment, Customer fails to pay Cox all past due amounts. In the event suit is brought or any attorney is retained by Cox to collect any payments which

are past due hereunder and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, and court costs incurred in connection therewith.

9.1 **Taxes.** The provision of Services, and other charges under this Agreement, may be subject to taxes including without limitation, sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes, surcharges, assessments or charges however described which imposed on the use of the Services (collectively "Tax or Taxes"). Taxes will be separately stated on the Customer's invoice. Customer shall be responsible for all Taxes (excluding Taxes on Cox's income) related to the provision or use of the Services. In the event Customer believes that, with respect to the Services provided hereunder, Customer is Tax exempt under federal or state law, Customer shall submit to Cox written verification of Customer's Tax exempt status including exemption certificates or state resale certificates acceptable to Cox and to the relevant jurisdiction.

9.2 **Billing Disputes.** All disputes regarding invoices for Services must be brought to the attention of Cox within ninety (90) days following the receipt of invoice. Thereafter, all invoices shall be deemed correct and valid.

9.3 **Pricing of Services.** [RESERVED]

9.4 **Service Bundles.** If Customer purchases a bundle Service offering (e.g. Internet, Local and Long Distance Services in one package) from Cox with a package discount, and Customer terminates one of the bundled Services in the bundle, Cox reserves the right to raise the rates of the remaining Service offerings to the then current unbundled price for such Service.

10. **Service Area.** The Service Areas where Cox is authorized to offer Services are set forth in Appendix B. Customer acknowledges that while Cox is authorized to provide the Services within these Service Areas, Services may not be

available throughout a particular Service Area. Cox shall have no obligation to provide Services if Customer's premises are not serviceable by the Cox network or are located outside the Service Area. Cox shall be solely responsible for determining whether Customer's location is serviceable.

11. **Equipment.** This Agreement shall not, and shall not be deemed to, convey to Customer, title or ownership rights to any of the equipment or network facilities used by Cox to deliver the Services to Customer. All equipment, network and transmission facilities used by Cox to provide the Services under this Agreement are the sole and exclusive property of Cox. For any Cox equipment installed at Customer's premises, Customer is responsible for damage caused by Customer, its employees, or agents to such equipment. Customer shall use the Cox equipment only for the purpose of receiving the Services. Customer shall not make any connections to the Cox equipment which are not expressly authorized in writing by Cox or permit tampering, altering or repair of the equipment by any person other than Cox's authorized personnel. Cox reserves the right to substitute, change, or rearrange equipment used to provide the Services so long as the quality or type of Service is not impaired or degraded.

12. **Maintenance.** Cox shall use commercially reasonable efforts to perform maintenance work that will not in most circumstances result in interruptions or degradation of Service. All Services shall be maintained in a first class workmanlike manner consistent with industry standards. Cox shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish. If Cox's maintenance is of the type that could result in interruption, loss or degradation of Service, Cox shall so notify Customer in writing via facsimile, telephone call, or e-mail at least twenty-four (24) hours before such interruption. Cox shall perform periodic maintenance between Midnight and 6:00 a.m. local time of the location affected and schedule major system maintenance at a time mutually agreed upon by Customer and Cox. Customer agrees to grant Cox access to Cox equipment

between the hours of 12:00 A.M. and 6:00 A.M. Local time for periodic maintenance.

13. Representations and Warranties.

Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform the obligations of Customer under this Agreement; (ii) By entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; and (iii) Customer is a duly organized entity in the State of Arkansas and qualified and authorized to do business therein. Cox represents and warrants to Customer as follows: (i) The applicable Cox Affiliates are duly authorized to provide the Services in the Service Areas set forth in Appendix B; (ii) By entering into this Agreement with Customer, Cox shall not be in violation of any agreement it has with a third-party relating to the provision of Services in the Service Areas; and (iii) Cox is duly organized entity in the State of Delaware.

14. Viruses. Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network.

15. Privacy. Use of the Service is subject to Cox's privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

16. Termination. In addition to the termination rights provided at the end of the Initial Term or Renewal Term, and as otherwise provided in this Agreement, this Agreement may

be terminated in the event that either party Defaults as provided in Section 23.

17. Early Termination Fee. If Customer terminates Services before the expiration of the Term in Appendix A or the applicable Service Order (except for breach by Cox and termination pursuant to Sections 18, 29, or as provided under the Service Level Agreement), Customer shall be liable for a Termination Fee which shall be 100% of the MRC applicable to the terminated Services multiplied by the number of months remaining in the Term of the applicable Service.

18. Force Majeure. In no event shall either party have any claim or right against the other party for any failure of performance by such other party if such failure of performance is caused by or the result causes beyond the reasonable control of such other party. Hazardous materials or conditions encountered during the installation, removal or provisioning of Service shall be deemed a Force Majeure event.

19. Confidentiality. Each Party shall take reasonable measures to prevent the unauthorized disclosure to third parties of confidential information in this Agreement as it would take to prevent disclosure of its own proprietary or confidential information. If the Parties executed a Nondisclosure Agreement or Confidentiality Agreement, this Agreement shall be deemed confidential information subject to such Agreement. A Party may disclose confidential information pursuant to a valid court order or subpoena or other lawful request.

20. Indemnification. [RESERVED]

20.1 Infringement Indemnity. Except as otherwise provided in this Agreement, Cox shall indemnify, defend, protect and hold Customer, its officers, directors, employees, and users, harmless from any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements, whether by judgment or settlement, (including without limitation reasonable attorneys' fees) (collectively, "Infringement Claim") arising out

of, relating to or resulting from allegations that any of the Service as provided by Cox infringes the Intellectual Property Rights of any person or entity. If Customer receives notice of any Infringement Claims, Customer shall give Cox notice of the Infringement Claim within ten (10) days receipt thereof, and provide reasonable cooperation for the defense of the Infringement Claim. Customer may not settle or compromise the Infringement Claim without Cox's prior written approval. For purpose of this Agreement, Intellectual Property Rights shall mean any patent, copyright, trademark, trade dress, and trade name, related registrations and applications for registration, and trade secrets, moral rights and goodwill. If the Service is held to infringe Intellectual Property Rights (or a third party claims that the Services infringes Intellectual Property Rights), Cox may, at its sole expense elect promptly to do any of the following (i) procure for Customer the right to continue using the Services under this Agreement; (ii) modify the applicable Service so it is no longer infringing; or (iii) replace the applicable Service with non-infringing products or services that are functionally equivalent or superior in performance. The foregoing indemnity shall not apply to Infringement Claims which arise due to the use of the Services by Customer or its users.

21. Limitation of Liability. The Parties acknowledge that during the term of this Agreement, the Services may experience temporary interruptions or unavailability of the Services for use by Customer. Accordingly, to the extent that Services are temporarily unavailable, interrupted, degraded, or otherwise incur an outage or Service Interruption as defined in the Service Level Agreement ("SLA") contained in Appendix C to this Agreement, Customer's sole and exclusive remedy shall be the Credit Allowances provided in the SLA. The use of Credit Allowances shall not affect the Customer's right to terminate the Agreement as described herein. In no event shall either party be liable for any indirect, incidental, consequential, special, reliance, punitive or enhanced damages of any kind or nature whatsoever (including but not limited to any lost profits, lost savings, or business harm)

arising out of or relating to the services or the performance or nonperformance under this agreement, even if advised of the possibility of such damages.

22. Disclaimer of Warranty. Except as otherwise set forth in this agreement, Cox makes no agreements, warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose with respect to the services.

23. Default. If either Party fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within ten (10) days after receiving notice of the breach from the other Party, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the 10-day period, an event of Default does not occur if the Defaulting Party commences to cure the Default within the 10-day period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice.

24. Notices. Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing addresses and facsimile numbers of the parties are set forth below: **To Cox:** Cox Oklahoma Telcom, LLC., 901 S George Washington Blvd, Wichita, KS 67211; Attn: Vice President – Cox Business; With a copy to: Cox Communications, Inc. 1400 Lake Hearn Drive, N.E. Atlanta, Georgia 30319, Mark F. Padilla Assistant General Counsel. **To Customer:** City of Fayetteville, 113 W Mountain St. Fayetteville AR 72701.

25. Assignment. Neither party shall assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

26. Digital Millennium Copyright Act. Cox is registered under the Digital Millennium Copyright Act of 1998 ("DMCA"). Pursuant to 17 U.S.C. Section 512(c)3, if Customer believes that a Web page hosted by Cox is violating U.S. copyright law, Customer may file a complaint with Cox's designated agent by contacting Cox at DMCA@Cox.com for information necessary to file a DMCA complaint with Cox. Cox reserves the right to terminate Service for Customer violations of the provisions of the DMCA.

27. Relationship of the Parties. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement.

28. Service Level Agreement. For certain Services under this Agreement, a Service Level Agreement ("SLA") is provided to Customer with respect to such Services. For the Services under this Agreement, the applicable SLAs are attached hereto as Appendix C. An SLA is applicable only if that specific Service is purchased by Customer.

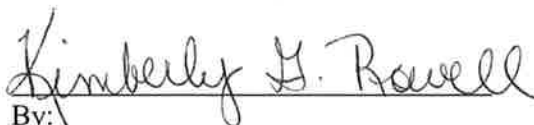
29. Regulatory Authority. This Agreement and applicable Service Orders may be subject to filing with the regulatory authority with jurisdiction over the Services. If this Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, certain Services Orders may not be effective until approved by such regulatory authority. If this Agreement, Service Orders, and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service Order, as

applicable. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State Commission rules, as required.

30. Entire Agreement, Waiver, and Amendment. This Agreement, including Cox's proposal to the City of Fayetteville RFP 12-02 for Telecommunication Services ("Cox's Proposal"), and the attached appendixes, exhibits and schedules, contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements between Customer and Cox concerning the subject matter hereof. In the event of a conflict between this Agreement and Cox's Proposal, the terms and conditions contained in Cox's Proposal shall take precedence. No failure or delay by a party to exercise any right it may have by reason of the default of the other party operates as a waiver of default and any waiver is effective only if in writing. A party's specific waiver is not a waiver by that party of any earlier, concurrent, or later breach or default. This Agreement may not be modified or amended except by a written instrument signed by Customer and Cox. This Agreement shall be governed by the laws of the state of where the Services are delivered without regard to choice of law principles. Certain provisions of this Agreement by their nature survive expiration or termination for the purpose of enforcing the party's respective rights hereunder.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as provided below:

COX:
Cox Arkansas Telcom, LLC.


By: _____

Vice President

Date: June 11, 2012

CUSTOMER:
CITY OF FAYETTEVILLE:

Date: _____

By: Lioneld Jordan
Title: Mayor

By: Sondra E. Smith
Title: City Clerk/Treasurer
Date: _____



Location	Address	Term	Service	Price
City Hall	113 W Mountain	36 month	100Mb Metro E Fiber	\$1,199.00
		36 month	1Gig Metro E Fiber	\$2,100.00
		36 month	50Mb COI	\$1,750.00
		36 month	30 SIP Trunks	\$583.35
		36 month	300 DIDs	\$30.00
Data Center 1	4500 S School	36 month	200Mb Metro E Fiber	\$1,599.00
Data Center 2	385 W Ernest Lancaster	36 month	1Gig Metro E Fiber	\$2,100.00
Transportation	1525 S Happy Hollow	36 month	20Mb Metro E Fiber	\$659.00
		36 month	30 SIP Trunks	\$583.35
		36 month	300 DIDs	\$30.00
Water/Sewer Ops	2435 S Industrial	36 month	10Mb Metro E Fiber	\$599.00
Fire Station 2	708 N Garland	36 month	5Mb Metro E Fiber	\$399.00
Fire Station 3	1050 Happy Hollow	36 month	5Mb Metro E Fiber	\$399.00
Fire Station 4	3385 Plainview	36 month	5Mb Metro E Fiber	\$399.00
Fire Station 5	2979 N Crossover	36 month	5Mb Metro E Fiber	\$399.00
Fire Station 6	900 S Hollywood	36 month	5Mb Metro E Fiber	\$399.00
Fire Station 7	835 N Ruppel	36 month	5Mb Metro E Fiber	\$399.00
Fire Marshall	833 N Crossover	36 month	5Mb Metro E Fiber	\$399.00
Yvonne Richardson	240 E Rock	36 month	5Mb Metro E Fiber	\$399.00
County Jail	1155 W Clydesdale	36 month	5MB Metro E Fiber	\$399.00
Mall Substation	4201 N Shiloh	36 month	5Mb Metro E Fiber	\$399.00
Noland Wastewater	1500 S Fox Hunter	36 month	5Mb Metro E Fiber	\$399.00
West Side Wastewater	15 S Broyles	36 month	5Mb Metro E Fiber	\$399.00
Canterbury Water Tank	1195 Canterbury	36 month	5Mb Metro E Fiber	\$399.00



APPENDIX B

Cox Services may be available in the following generally described Service Areas.

Northwest Arkansas:

Fayetteville
Springdale
Rogers
Bentonville
Bella Vista
Siloam Springs

River Valley:

Fort Smith
Van Buren
Alma
Greenwood

Northern Arkansas:

Eureka Springs
Berryville
Harrison

Appendix C-1: Cox Optical Internet Service Level Agreement

I. Scope. This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement ("Agreement") by and between Cox Arkansas Telecom, LLC, d/b/a Cox Business, ("Cox") and the undersigned Customer. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Optical Internet service ("Services") provided to the undersigned Customer.

A. Network Latency. Network Latency, as it relates to the Services, is defined by Cox as the round-trip time it takes for a packet to travel between two Regional Data Centers (RDCs) on the Cox Communications IP backbone. Network Latency is measured in milliseconds and shall be 70 milliseconds or less, averaged on a monthly basis. Network performance statistics and methodologies related to Network Latency are posted at http://online.coxbusiness.com/svpn/cbs_stats/

B. Network Packet Loss. Network Packet Loss, as it relates to the Services, is defined by Cox as the percentage of packets lost during a transmission between two Regional Data Centers (RDCs) on the Cox Communications IP backbone. Network Packet Loss is measured as a percentage of packets dropped per 100 and shall be 1% or less, averaged on a monthly basis. Network performance statistics and methodologies related to Network Packet Loss are posted at http://online.coxbusiness.com/svpn/cbs_stats/

C. Network and Service Availability. Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a Regional Data Center (RDC) on the Cox Communications IP backbone. Network Availability does not mean the customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The Services shall be available for use by Customer provided under the Agreement at least 99.9% of the available time ("Service Availability"). This parameter is calculated by dividing the number of minutes the Services are available for Customer's use by the total number of minutes in any consecutive thirty (30) day period and multiplying by 100. In calculating Service Availability, the reasons or causes set forth in Section I.C.3 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of

Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits for Service

Availability. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

Cox Optical Internet

Services Interruption Length	Credit
< 30 minutes, continuous	None
30 minutes to 1 hour, continuous	1/30 of monthly charge due for the applicable month
>1 hour, continuous	1/30 of monthly charge due for the applicable month for each hour or portion thereof

3. Exceptions to Credit Allowance. Credit Allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vi) repaired by Cox prior to the receipt of a trouble report; (vii) caused by or due to violations of the Cox Acceptable Use Policy; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; or (v) delays in obtaining permit or other approvals from governmental authorities for construction or Services provisioning. Credit Allowances for Service Interruptions shall not be provided if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In no event shall Customer receive more than One (1) Monthly Recurring Charge (MRC) as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages.

4. Major Outage. If two (2) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than twelve (12)



consecutive hours, ("Major Outage") other than as a result of the causes set forth in Section I.C.3 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 4. Within thirty (30) days of the occurrence of the 2nd Major Outage, Customer shall notify Cox in writing of its election to terminate this Agreement and this Agreement shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 2nd Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate this Agreement under this Section 4 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 4, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to **866-291-2262**. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox. In the event Cox receives a Trouble Report from Customer, Cox shall respond to the Trouble Report within the following time frames:

A. Service Response and Resolution. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within 30 minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is 4 hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is 8 hours.

1. Trouble Report Service Level. Cox will endeavor to achieve at least 95% Trouble Reports Cured Timely. This parameter is calculated by dividing the total number of Trouble Reports from Customer that are cured by Cox within the windows set forth above by the total number of Trouble Reports received by Cox from Customer in any twelve (12) consecutive month period and multiplying by 100. In calculating Trouble Reports Cured Timely, the reasons or causes set forth in Section I.C.3 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Trouble Reports Cured Timely. For example, if the Services experience an outage due to an electronic component failure, and Cox was not allowed access to the premises of Customer to access Cox

equipment, Cox will be deemed to have met the Trouble Report Cured Timely performance standard.

III. Service Installation Intervals.

A. Service Installation and Availability. Cox shall endeavor to install, provision and make the Services available for Customer's use within ten (10) business days of the Committed Service Date communicated to Customer by Cox. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

1. Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date. In this event, Customer will be entitled to an Installation Delay Credit of an amount up to the nonrecurring charge (NRC) of that portion of the Service which was unavailable.

2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

By signing below, Customer and Cox agree to the terms and conditions of this Service Level Agreement.

Customer: _____

Signature: _____

Title: _____

Date: _____

Cox: Kimberly G. Rowell

Signature: Kimberly G. Rowell

Title: VICE President

Date: JUNE 11, 2012

Appendix C-2: Cox Ethernet Services Metro Ethernet – Fiber Service Level Agreement

I. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement (“Agreement”) by and between Cox Arizona Telecom, LLC, d/b/a Cox Business (“Cox”) and the undersigned Customer. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox Ethernet Services (“Services”) provided to the undersigned Customer.

A. Ethernet Frame Delay. Ethernet Frame Delay (latency), as it relates to the Services, is defined by Cox as the time elapsed from when the first bit of an Ethernet Service Frame (ESF) enters the ingress User Network Interface (UNI) to when the last bit of the same frame leaves the egress UNI. Ethernet Frame Delay shall be 10 milliseconds or less, averaged on a monthly basis. Ethernet Frame Delay performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network and are “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given Ethernet Virtual Connection (EVC).

B. Ethernet Frame Loss Ratio. Ethernet Frame Loss Ratio (loss), as it relates to the Services, is defined by Cox as the percentage of Ethernet Service Frames that arrive at an ingress UNI and should be delivered to an egress UNI. Ethernet Frame Loss Ratio shall be no more than 0.1%, averaged on a monthly basis. Ethernet Frame Loss Ratio performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network and are “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC.

C. Ethernet Frame Delay Variation. Ethernet Frame Delay Variation (jitter), as it relates to the Services, is defined by Cox as the variation in the delay between a pair of Ethernet Service Frames. Ethernet Frame Delay Variation shall be 1 millisecond or less, averaged on a monthly basis. Ethernet Frame Delay Variation performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network and are “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC.

D. Ethernet Virtual Connection Leakage. Ethernet Virtual Connection (EVC) Leakage, as it relates to the Services, is defined by Cox as the percentage of ingress ESFs in an EVC that are delivered to an egress UNI that is not a member of that EVC. Ethernet Virtual Connection Leakage shall be no more than 0%.

E. Service Availability. The Services are delivered via an Ethernet User Network Interface (“Port”) and associated Ethernet Virtual Connection(s). Service Availability is defined by Cox as the ability to send or receive Ethernet Service Frames at a given Port via an associated EVC(s). A Port and associated EVC(s) shall be available for use by Customer with

the Services provided under the Agreement at least 99.9% of the available time (“Service Availability”). If the Customer has purchased the Services with Enhanced Protection Option (EPO), the Services shall be available at least 99.99% of the available time. This parameter is calculated by dividing the number of minutes a Port and associated EVC(s) is available for Customer’s use by the total number of minutes in any consecutive thirty (30) day period and multiplying by 100. In calculating Service Availability, the reasons or causes set forth in Section I.E.3 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if a Port and associated EVC(s) experiences an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is an interruption of a Port (“Affected Port”) or failure of an associated EVC(s) (“Affected EVC”) that results in the total disruption of the Services delivered over the Affected Port and Affected EVC (“Outage”). A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits for Service Availability. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charge (“MRC”) for the Affected Port and Affected EVC. The Credit Allowance will not include credits for any Ports or associated EVC(s) determined to be in good working order. The amount of the Credit Allowance shall be as follows:

Cox Ethernet Services - Standard

Metro Ethernet - Fiber	
Services Interruption Length	Credit
< 30 minutes, continuous	None
30 minutes to 1 hour, continuous	1/30 of monthly charge due for the applicable month
> 1 hour, continuous	1/30 of monthly charge due for the applicable month for each hour or portion thereof

Cox Ethernet Services - EPO

Metro Ethernet - Fiber	
Services Interruption Length	Credit



< 30 minutes, continuous	None
> 30 minutes, continuous	50% of monthly charge due for the applicable month

3. **Exceptions to Credit Allowance.** Credit Allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vi) repaired by Cox prior to the receipt of a trouble report; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; or (v) delays in obtaining permit or other approvals from governmental authorities for construction or Services provisioning. Credit Allowances for Service Interruptions shall not be provided if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In no event shall Customer receive more than One (1) Monthly Recurring Charge (MRC) as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages.

4. **Major Outage.** If two (2) times during a thirty (30) consecutive day period, a Port or associated EVC(s) experiences a Service Interruption for a period greater than twelve (12) consecutive hours, ("Major Outage") other than as a result of the causes set forth in Section I.E.3 above, Customer may terminate the Affected Port and Affected EVC(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 4. Within thirty (30) days of the occurrence of the 2nd Major Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and Affected EVC(s) and the Affected Port/Affected EVC(s) shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 2nd Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port and Affected EVC(s) under this Section 4 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 4, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. **Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers

to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to **866.291.2262**. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox. In the event Cox receives a Trouble Report from Customer, Cox shall respond to the Trouble Report within the following time frames as described below:

A. **Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within 30 minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is 4 hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is 8 hours. If the Customer has purchased the Services with Enhanced Protection Option (EPO), the maximum restoration time for an electronic component failure on the working or protect path is 2 hours. The maximum restoration time for a fiber optic cable failure on either the working or protect path is 8 hours.

1. **Trouble Report Service Level.** Cox will endeavor to achieve at least 95% Trouble Reports Cured Timely. This parameter is calculated by dividing the total number of Trouble Reports from Customer that are cured by Cox within the windows set forth above by the total number of Trouble Reports received by Cox from Customer in any twelve (12) consecutive month period and multiplying by 100. In calculating Trouble Reports Cured Timely, the reasons or causes set forth in Section I.E.3 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Trouble Reports Cured Timely. For example, if the Services experience an outage due to an electronic component failure, and Cox was not allowed access to the premises of Customer to access Cox equipment, Cox will be deemed to have met the Trouble Report Cured Timely performance standard.

III. **Service Installation Intervals.**

B. **Service Installation and Availability.** Cox shall endeavor to install, provision and make the Services available for Customer's use within ten (10) business days of the Committed Service Date as communicated to Customer by Cox. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

1. **Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date. In this event, Customer will be entitled to an Installation Delay Credit of an amount equal to the nonrecurring charge (NRC) of that portion of the Service which was unavailable.

2. **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees,



agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

By signing below, Customer and Cox agree to the terms and conditions of this Service Level Agreement.

Customer: _____

Signature: _____

Title: _____

Date: _____

Cox: Kimberly G. Rowell

Signature: Kimberly G. Rowell

Title: Vice President

Date: June 11, 2012



**APPENDIX D
SERVICE ORDER FORM**



**SERVICE ORDER FORM MASTER RETAIL SERVICES
AGREEMENT**

Customer Account Number:	System Address
Federal Tax ID Number:	
Contract Number:	

Customer Information	Authorized Customer Representative Information
Legal Company Name:	Name:
Service Street Address:	Business Phone Number:
City/State/Zip:	Business Fax Number:
Service Location: (if different from above)	Additional Contact Number (optional):
Street Address:	E-mail Address (optional):
City/State/Zip:	Installation Date:

Cox shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

(Customer Initials)

Service Description	Quantity	Term	Total Service Charges	
			Monthly Recurring / Access Charge	Non Recurring/One-time Activation and Set-up Fees
Equipment Description	Quantity	Unit Price	Installation Fees	Total Equipment

☐ **Special Terms and Conditions**

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This Service Order Form is incorporated and part of the Master Retail Services Agreement between Cox and Lindsey Management. The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Service Order Form. The Service herein is subject to the Terms and Conditions contained in the Master Retail Services Agreement. To the extent of any conflict between the terms and conditions in this Service Order Form and the Master Retail Services Agreement, this Service Order Form shall determine the obligations of the parties.

Customer – City of Fayetteville

By: _____

Title: _____

Date: _____

Cox Arkansas Telcom, LLC

By: _____

Title: _____

Date: _____

City of Fayetteville Staff Review Form

A. 14
 Bid #12-43 Edwards
 Design & Construction, Inc.
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City Council Agenda Items
 and
 Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
 Agenda Items Only

David Jurgens

Utility Division

Utility Division

Submitted By

Division

Department

Action Required:

A resolution to award a contract in the amount of \$1,589,482.00 (Bid12-43) to Edwards Design & Construction, Inc. for the relocation and/or betterment of existing water and sewer lines on Hwy. 16 (Huntsville Rd.) . Also, to approve a project contingency of 5% (\$79,500.00) and to approve a budget adjustment. AHTD will reimburse the City \$526,118 upon completion of the project.

\$526,118 Federal Grants-Capital	\$	526,118.00	
Sewer Improvements	\$	10,000.00	
Waterline Improvements	\$	1,132,864.00	Hwy. 16 (Huntsville) W/S relocations
Cost of this request		Category / Project Budget	Program Category / Project Name
5400.0940.4309.00	\$	-	
5400.5700.5815.00	\$	-	
5400.5600.5808.00			Hwy. 16 (Huntsville) W/S relocations
Account Number		Funds Used to Date	Program / Project Category Name
	\$	526,118.00	
	\$	10,000.00	
06035.2350	\$	1,132,864.00	W/S Improvements
Project Number		Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

X


 Department Director

Date

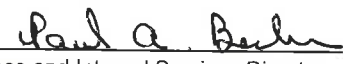
Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:


 City Attorney

Date


 Finance and Internal Services Director

Date

 Received in City
 Clerk's Office

06-01-12 P03:48 RCVD


 Chief of Staff

Date

 Received in
 Mayor's Office


 Mayor

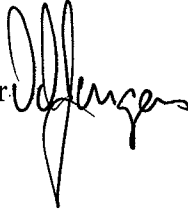
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
 Water/Sewer Committee



Date: June 1, 2012

Subject: Hwy. 16 Water and Sewer Improvements Project Construction Contract- Edwards Design & Construction, Inc.

RECOMMENDATION

City Administration recommends awarding a contract to Edwards Design & Construction, Inc., for \$1,589,482.00 for construction of water and sewer improvements on Highway 16 from Armstrong Ave. to Stonebridge Rd., approving of a 5% project contingency for \$79,500.00, and approving the attached Budget Adjustment.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the combined Arkansas Highway Department (AHTD) and City widening of Hwy. 16 from Armstrong Ave. to Stonebridge Rd. The majority of the existing water and sewer lines in this section of roadway are located within the AHTD right of way (ROW), so the City will bear the majority of the expense to relocate these lines.

DISCUSSION

On May 23, 2012, the City received three construction bids shown below. Per the previously approved agreement, the AHTD will reimburse the City for 33.1% of the total project cost, \$526,118, and the City to pay the remaining 66.9%, or \$1,063,364. In general, the AHTD pays for relocating lines currently existing outside the existing ROW, and the City pays for lines that are currently inside the ROW and any increases in capacity. In this arrangement, the City designs, awards, and supervises construction of the utility relocation project, and will submit monthly requests for reimbursement from the AHTD.

Contractor	Bid
Edwards Design & Construction, Inc.	\$ 1,589,482.00
Fochtman	\$ 1,741,412.00
Goodwin & Goodwin	\$ 1,901,043.50
Engineer's Estimate	\$ 1,610,870.00

BUDGET IMPACT

This project is funded from several sources, including water and sewer revenue bonds, water and sewer funds, and possibly transportation bond funds. The budget adjustment moves funds as appropriate to reflect the various funding sources, shown below.

Funding Source	Amount
Water Line Improvements	\$ 979,482.00
Water and Sewer Impact Fees	\$ 120,000.00
Transportation Bonds Year 2006	\$ 14,824.00
Transportation Bonds Year 2009	\$ 475,176.00
Total	\$ 1,589,482.00

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-43 AND APPROVING A CONTRACT WITH EDWARDS DESIGN & CONSTRUCTION, INC. IN THE AMOUNT OF \$1,589,482.00 FOR RELOCATION AND IMPROVEMENT OF WATER AND SEWER LINES NEAR ARKANSAS STATE HIGHWAY 16 (HUNTSVILLE ROAD), APPROVING A PROJECT CONTINGENCY OF FIVE PERCENT (5%), 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 awards Bid #12-43 and approves a contract with Edwards Design & Construction, Inc. in the amount of \$1,589,482.00 for relocation and improvement of water and sewer lines near Arkansas State Highway 16 (Huntsville Road).

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a five percent (5%) project contingency.

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

PASSED and **APPROVED** this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

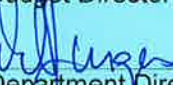
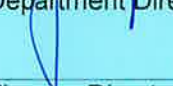
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 14 V11.0425
Bid #12-43 Edwards
Design & Construction, Inc.
Post #38

Budget Year 2012	Division: Engineering Department: Development Services	Request Date 6/1/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Bid # 12-43 was awarded to Edwards Design & Construction in the amount of \$1,589,482.00 for water and sewer relocations and betterments for Huntsville Road, with a contingency of \$79,500.00 (5%). \$120,000 will come from water and sewer impact fees. \$490,000 will come from 4520.9540 (transportation bonds) fund in a BA already submitted to Budget. There will be grant funds of \$526,118 from the AHTD and the remaining funds will come from W/S funds in Project 11012.1.

Division Head  Date: 6-1-2012	Prepared By: Peggy Bell Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger _____ Checked / Verified _____
Budget Director  Date: 1 Jun 12	
Department Director  Date: _____	
Finance Director Paul A. Behn Date: 6-4-2012	
Chief of Staff  Date: 6-4-12	
Mayor  Date: 6/4/12	

TOTAL BUDGET ADJUSTMENT

TOTAL BUDGET ADJUSTMENT		646,118	646,118	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Federal Grants-Capital	5400.0940.4309.00		526,118	06035 . 2350
Water line improvements	5400.5600.5808.00	526,118		06035 . 2350
Transfer from impact fees	5400.0940.6620.30		120,000	06035 . 2350
Sewer improvements	5400.5700.5815.00	10,000		06035 . 2350
Water line improvements	5400.5600.5808.00	110,000		06035 . 2350
Water line improvements	5400.5600.5808.00	532,864		06035 . 2350
Water line improvements	5400.5600.5808.00	(532,864)		11012 . 1
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City Of Fayetteville - Purchase Order (PO) Request

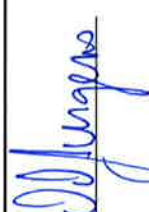
(Not a Purchase Order)

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

Vendor #: 5181 Vendor Name: Edwards Design & Construction
Address: P. O. Box 1549
City: Springdale State: AR
Requester: Matt Casey
Requester's Employee #: 2119
Account Numbers: 5400.5600.5808.00
5400.5600.5815.00
Ship to code: 72765
Zip Code: 72765
Fob Point:
Requisition No.:
Date: 6/1/2012
P.O Number:
Expected Delivery Date:
Mail Yes: XX No:
Taxable Yes: No:
Quotes Attached Yes: No:
Division Head Approval:
Extension: 429
Project/Subproject #: 06035.2350
Inventory #: Fixed Asset #

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Waterline Imprvs.- Betterments	1		110,000.00	\$110,000.00	5400.5600.5808.00	06035.2350		
2	Sewer Imprvs.-Betterments	1		10,000.00	\$10,000.00	5400.5600.5815.00	06035.2350		
3					\$0.00				
4	Fund (Impact fees)				\$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: \$120,000.00
Tax:
Total: \$120,000.00

Approvals:
Mayor: Department Director: 
Finance & Internal Services Director: Budget Manager: 
Dispatch Manager: Utilities Manager:
Purchasing Manager:
IT Manager:
Other:

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

Vendor #:	5181	Vendor Name:	Edwards Design & Construction	Mail Yes: ☐ No: ☒
Address:	P. O. Box 1549		Fob Point:	Taxable Yes: ☒ No: ☐
			Quotes Attached	Yes: ☐ No: ☐

City: Springdale		State: AR		Zip Code: 72765		Ship to code:		Division Head Approval:	
Requester: Matt Casey				Requester's Employee #: 2119		Extension: 429			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Street Improvments	1		475,176.00	\$475,176.00	4520.9540.5809.00	06035.2350		
2									
3	Fund (2009 Trans. Bonds)				\$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				

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 Bid #12-43 Edwards
 Design & Construction
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Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____	 Department Director: _____ Budget Manager: _____ Utilities Manager: _____	Purchasing Manager: _____ IT Manager: _____ Other: _____
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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

Vendor #:	5181	Vendor Name:	Edwards Design & Construction	Requisition No.:		Date:	6/1/2012
Address:	P. O. Box 1549			P.O. Number:		Expected Delivery Date:	
City:	Springdale	State:	AR	Mail Yes: ☐ No: ☐	XX	No:	
Requester:	Matt Casey			Taxable Yes: ☐ No: ☐		Quotes Attached	
	Zip Code:	72765	Ship to code:	Division Head Approval:		Yes:	No:
	Requester's Employee #:		2119	Extension:	429		

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Waterline Improvements	1		979,482.00	\$979,482.00	5400.5600.5808.00	06035.2350		
2									
3	W/S fund			\$0.00					
4	AHTD grant			\$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: \$979,482.00

Tax: \$979,482.00

Total: \$979,482.00

Approvals:

Mayor: _____

Finance & Internal Services Director: _____

Dispatch Manager: _____

Department Director: 

Budget Manager: _____

Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

HWY 16 WATER & SEWER IMPROVEMENTS - BID TAB - JUNE 1, 2012

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Bid #12-43 Edwards
Design & Construction, Inc.
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Item No.	Item Description	Unit	Quantity	Engineer's Estimate		Forwards		Fochman		Goodwin	
				Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid
1	ACT 291, 1993 TRENCH AND EXCAVATION SAFETY SYSTEM	LS	1	\$40,000.00	\$40,000.00	\$61,000.00	\$61,000.00	\$10,000.00	\$10,000.00	\$150,000.00	\$150,000.00
2	TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$73,000.00	\$73,000.00	\$15,000.00	\$15,000.00	\$65,000.00	\$65,000.00
3	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$39,500.00	\$39,500.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00
4	SITE PREPARATION	LS	1	\$17,000.00	\$17,000.00	\$54,350.00	\$54,350.00	\$60,000.00	\$60,000.00	\$85,000.00	\$85,000.00
5	12-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	LF	5925	\$30.00	\$296,250.00	\$29.50	\$174,787.50	\$45.00	\$266,625.00	\$35.00	\$206,625.00
6	8-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	LF	1025	\$40.00	\$41,000.00	\$25.00	\$25,625.00	\$30.00	\$30,750.00	\$45.00	\$46,875.00
7	6-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	LF	150	\$30.00	\$4,500.00	\$40.00	\$6,000.00	\$20.50	\$3,075.00	\$32.00	\$4,800.00
8	2.5-INCH PVC, SDR 13.5, CLASS 315 WATER MAIN	LF	50	\$10.00	\$500.00	\$18.00	\$900.00	\$16.00	\$800.00	\$20.00	\$1,000.00
9	2-INCH PVC, SDR 13.5, CLASS 315 WATER MAIN	LF	140	\$10.00	\$1,400.00	\$15.00	\$2,100.00	\$15.50	\$2,170.00	\$20.00	\$2,800.00
10	11-INCH POLYETHYLENE CLASS 200 WATER SERVICE TUBING	LF	1410	\$6.00	\$8,460.00	\$13.50	\$19,035.00	\$11.00	\$15,510.00	\$9.00	\$12,690.00
11	12-INCH CLASS 260B BUTTERFLY VALVE W/BOX	EA	20	\$2,900.00	\$58,000.00	\$3,000.00	\$60,000.00	\$2,095.00	\$41,900.00	\$2,800.00	\$56,000.00
12	8-INCH GATE VALVE W/BOX	EA	7	\$1,500.00	\$10,500.00	\$1,750.00	\$12,250.00	\$1,356.00	\$9,492.00	\$2,000.00	\$14,000.00
12.1	6-INCH GATE VALVE W/BOX	EA	1	\$1,200.00	\$1,200.00	\$1,250.00	\$950.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00
13	2.5-INCH GATE VALVE W/BOX	EA	1	\$850.00	\$850.00	\$850.00	\$850.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
14	2-INCH GATE VALVE W/BOX	EA	2	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$275.00	\$550.00	\$850.00	\$1,700.00
15	THREE WAY FIRE HYDRANT ASSEMBLY W/VALVE	EA	14	\$2,500.00	\$35,000.00	\$3,875.00	\$54,250.00	\$3,125.00	\$43,750.00	\$3,800.00	\$53,200.00
16	REMOVE EXISTING FIRE HYDRANT AND DELIVER TO OWNER	EA	13	\$500.00	\$6,500.00	\$1,500.00	\$19,500.00	\$1,000.00	\$13,000.00	\$800.00	\$10,400.00
17	24-INCH X 12-INCH TAPPING SLEEVE AND VALVE W/BOX	EA	1	\$8,750.00	\$8,750.00	\$7,250.00	\$7,250.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00
18	12-INCH X 12-INCH TAPPING SLEEVE AND VALVE W/BOX	EA	5	\$4,000.00	\$20,000.00	\$5,998.00	\$29,990.00	\$4,500.00	\$22,500.00	\$5,000.00	\$25,000.00
19	12-INCH X 8-INCH TAPPING SLEEVE AND VALVE W/BOX	EA	1	\$3,750.00	\$3,750.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00
20	8-INCH X 8-INCH TAPPING SLEEVE AND VALVE W/BOX	EA	8	\$2,500.00	\$20,000.00	\$3,300.00	\$26,400.00	\$2,800.00	\$22,400.00	\$3,300.00	\$26,400.00
21	6-INCH X 6-INCH TAPPING SLEEVE AND VALVE W/BOX	EA	1	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$2,500.00	\$2,500.00
22	2.5-INCH x 2.25-INCH CONNECTION	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$400.00	\$400.00
23	EPOXY COATED DUCTILE IRON FITTINGS	LB	36850	\$5.00	\$184,250.00	\$5.75	\$211,887.50	\$6.00	\$221,100.00	\$8.00	\$295,200.00
24	SINGLE METER SETTING, COMPLETE INCL. PRESSURE REDUCER & P/L	EA	30	\$1,200.00	\$36,000.00	\$675.00	\$20,250.00	\$750.00	\$22,500.00	\$700.00	\$21,000.00
25	1-INCH METER SETTING, COMPLETE INCL. PRESSURE REDUCER & P/L	EA	3	\$1,600.00	\$4,800.00	\$950.00	\$2,850.00	\$1,020.00	\$3,060.00	\$1,200.00	\$3,600.00
26	DOUBLE METER SETTING, COMPLETE INCL. PRESSURE REDUCER & P/L	EA	11	\$1,400.00	\$15,400.00	\$925.00	\$10,175.00	\$1,100.00	\$15,400.00	\$1,400.00	\$19,600.00
27	REMOVE EXISTING METER SETTING	EA	55	\$300.00	\$16,500.00	\$375.00	\$20,625.00	\$300.00	\$16,500.00	\$125.00	\$6,875.00
28	12-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	EA	34	\$150.00	\$5,100.00	\$200.00	\$6,800.00	\$200.00	\$6,800.00	\$265.00	\$9,010.00
28.1	12-INCH TEE, 2-INCH GATE VALVE, VALVE BOX AND TAP	EA	1	\$300.00	\$300.00	\$680.00	\$680.00	\$700.00	\$700.00	\$800.00	\$800.00
29	8-INCH SADDLE, 2-INCH BALL VALVE, VALVE BOX AND TAP	EA	2	\$265.00	\$530.00	\$625.00	\$1,250.00	\$1,250.00	\$2,500.00	\$750.00	\$1,500.00
30	8-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	EA	3	\$140.00	\$420.00	\$175.00	\$525.00	\$160.00	\$480.00	\$300.00	\$900.00
31	36-INCH DIRECT BURY STEEL CASING	LF	100	\$200.00	\$20,000.00	\$190.00	\$19,000.00	\$300.00	\$30,000.00	\$400.00	\$40,000.00
32	24-INCH DIRECT BURY STEEL CASING	LF	625	\$120.00	\$75,000.00	\$115.00	\$71,875.00	\$200.00	\$125,000.00	\$250.00	\$156,250.00
33	16-INCH DIRECT BURY STEEL CASING	LF	505	\$90.00	\$45,450.00	\$85.00	\$42,925.00	\$180.00	\$90,900.00	\$200.00	\$101,000.00
34	12-INCH DIRECT BURY STEEL CASING	LF	160	\$75.00	\$12,000.00	\$80.00	\$12,800.00	\$160.00	\$25,600.00	\$175.00	\$28,000.00
35	3-INCH DIRECT BURY STEEL CASING	LF	100	\$55.00	\$5,500.00	\$17.50	\$1,750.00	\$100.00	\$10,000.00	\$65.00	\$6,500.00
36	2-INCH BORED CASING	LF	1200	\$45.00	\$54,000.00	\$40.00	\$48,000.00	\$60.00	\$72,000.00	\$40.00	\$48,000.00
37	ORANGE SNOW FENCE	LF	5000	\$3.00	\$15,000.00	\$3.50	\$17,500.00	\$3.00	\$15,000.00	\$4.00	\$20,000.00
38	CUT AND CAP EXISTING 24-INCH WATER MAIN	EA	2	\$900.00	\$1,800.00	\$2,600.00	\$5,200.00	\$5,350.00	\$10,700.00	\$4,000.00	\$8,000.00
39	CUT AND CAP EXISTING 12-INCH WATER MAIN	EA	8	\$500.00	\$4,000.00	\$868.00	\$6,944.00	\$4,300.00	\$34,400.00	\$2,000.00	\$16,000.00
40	CUT AND CAP EXISTING 8-INCH WATER MAIN	EA	17	\$400.00	\$6,800.00	\$380.00	\$6,800.00	\$3,100.00	\$52,700.00	\$1,500.00	\$25,500.00
41	CUT AND CAP EXISTING 6-INCH WATER MAIN	EA	2	\$300.00	\$600.00	\$800.00	\$1,600.00	\$3,000.00	\$6,000.00	\$1,250.00	\$2,500.00
42	CUT AND CAP EXISTING 2-INCH WATER MAIN	EA	2	\$250.00	\$500.00	\$450.00	\$900.00	\$3,800.00	\$7,600.00	\$600.00	\$1,200.00
43	ADJUST EXISTING WATER VALVE TO FINISHED GRADE	EA	4	\$200.00	\$800.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$250.00	\$1,000.00
44	ABANDON EXISTING WATER VALVE	EA	38	\$100.00	\$3,800.00	\$300.00	\$11,400.00	\$150.00	\$5,700.00	\$4,750.00	\$17,500.00
45	18-INCH PVC SEWER MAIN, SDR-26	LF	310	\$85.00	\$26,350.00	\$90.00	\$27,900.00	\$65.00	\$20,150.00	\$125.00	\$38,750.00
46	8-INCH PVC SEWER MAIN, SDR-26	LF	1270	\$38.00	\$48,360.00	\$44.50	\$57,023.00	\$40.00	\$50,800.00	\$48.00	\$60,960.00
47	4-INCH PVC SEWER SERVICE, SCH 40	LF	400	\$20.00	\$8,000.00	\$15.50	\$6,200.00	\$16.00	\$6,400.00	\$17.00	\$6,800.00
48	4 FOOT DIAMETER STANDARD MANHOLE, UP TO 6 FEET DEEP	EA	11	\$2,300.00	\$25,300.00	\$2,500.00	\$27,500.00	\$3,300.00	\$36,300.00	\$3,000.00	\$33,000.00
49	EXTRA MANHOLE DEPTH, OVER 6 FEET DEEP	VF	39	\$150.00	\$5,850.00	\$275.00	\$10,725.00	\$180.00	\$7,020.00	\$300.00	\$11,700.00
50	REMOVE EXISTING MANHOLE	EA	8	\$1,000.00	\$8,000.00	\$750.00	\$6,000.00	\$1,500.00	\$12,000.00	\$800.00	\$6,400.00
51	ADJUST EXISTING MANHOLE TO FINISHED GRADE	EA	7	\$1,500.00	\$10,500.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00	\$800.00	\$5,600.00
52	SEWER SERVICE CONNECTION ON 18" PVC	EA	2	\$400.00	\$800.00	\$500.00	\$2,000.00	\$2,500.00	\$5,000.00	\$6,000.00	\$6,000.00
53	SEWER SERVICE CONNECTION ON 8" PVC	EA	13	\$300.00	\$3,900.00	\$300.00	\$3,900.00	\$1,700.00	\$22,100.00	\$1,200.00	\$15,600.00
54	PLUG EXISTING SEWER AT MANHOLE WALL	EA	8	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00
55	CONNECT 18" OR 8" SEWER TO EXISTING MANHOLE, CORE DRILL MAIN	EA	3	\$1,100.00	\$3,300.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00
56	HIGHWAY ASPHALT REPAIR DETAIL (INCL. GRANULAR FILL MAT.)	SY	420	\$210.00	\$88,200.00	\$150.00	\$63,000.00	\$70.00	\$29,400.00	\$125.00	\$52,500.00
57	ASPHALT SURFACE REPLACEMENT (INCL. GRANULAR FILL MAT.)	SY	360	\$105.00	\$37,800.00	\$40.00	\$14,400.00	\$62.00	\$22,320.00	\$35.00	\$12,600.00
58	CONCRETE SURFACE REPLACEMENT (INCL. GRANULAR FILL MAT.)	SY	590	\$90.00	\$53,100.00	\$50.00	\$29,500.00	\$58.00	\$34,230.00	\$65.00	\$38,350.00
58.1	CONCRETE SIDEWALK REPLACEMENT	SY	150	\$40.00	\$6,000.00	\$50.00	\$7,500.00	\$40.00	\$6,000.00	\$55.00	\$8,250.00
59	GRAVEL SURFACE REPLACEMENT	TON	50	\$60.00	\$3,000.00	\$1,500.00	\$1,500.00	\$50.00	\$1,500.00	\$55.00	\$550.00
60	COLD MIX ASPHALT TEMPORARY PAVEMENT REPAIR	TON	100	\$65.00	\$6,500.00	\$90.00	\$9,000.00	\$100.00	\$10,000.00	\$65.00	\$6,500.00
61	ROCK EXCAVATION	CY	10	\$35.00	\$350.00	\$20.00	\$200.00	\$175.00	\$1,750.00	\$200.00	\$2,000.00
62	FENCE REPAIR	LF	420	\$12.50	\$5,250.00	\$25.00	\$10,500.00	\$12.00	\$5,040.00	\$12.00	\$5,040.00
63	RRPAP (150 LB)	SY	400	\$95.00	\$38,000.00	\$30.00	\$12,000.00	\$50.00	\$20,000.00	\$20.00	\$8,000.00
64	EROSION CONTROL	LS	1	\$35,000.00	\$35,000.00	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00	\$45,000.00	\$45,000.00
65	SOD & TOPSOIL	LS	1	\$75,000.00	\$75,000.00	\$38,000.00	\$38,000.00	\$30,000.00	\$30,000.00	\$120,000.00	\$120,000.00
66	AUDIO/VIDEO RECORDINGS	LS	1	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
67	SITE PHOTOGRAPHS	LS	1	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
				\$1,610,870.00		\$1,589,482.00		\$1,741,412.00		\$1,901,043.50	
						\$21,388.00		(\$130,542.00)		(\$290,173.50)	
TOTAL ESTIMATED CONSTRUCTION COSTS											

DOCUMENT 0400 -BID FORM

Contract Name: Hwy 16 Water and Sewer Improvement Project
Job 040486 (Utilities) STP-9142(26)
Armstrong Ave – Stonebridge Rd
Washington County

Bid Number: 12-43

BID TO:

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

BID FROM:

Bidder: EDWARDS DESIGN & CONSTRUCTION, INC.
P.O. Box 1549
SPRINGDALE, AR 72765
(479) 751-9591

ARTICLE 1 - INTENT

- 1.01 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.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 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 90 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.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 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>5-23</u>
<u>2</u>	<u>5-25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- 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,

DOCUMENT 00400 –BID FORM (continued)

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

DOCUMENT 00400 - BID FORM (continued)

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.

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NUMBER	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	ACT 291, 1993 TRENCH AND EXCAVATION SAFETY SYSTEM	6,100.00	6,100.00
2	1	LS	TRAFFIC CONTROL	73,000.00	73,000.00
3	1	LS	MOBILIZATION	39,500.00	39,500.00
4	1	LS	SITE PREPARATION	54,350.00	54,350.00
5	5925	LF	12-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	29.50	174,787.50
6	1025	LF	8-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	25.00	25,625.00
7	150	LF	6-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	40.00	6,000.00
8	50	LF	2.25-INCH PVC, SDR 13.5, CLASS 315 WATER MAIN	18.00	900.00
9	140	LF	2-INCH PVC, SDR 13.5, CLASS 315 WATER MAIN	15.00	2,100.00
10	1410	LF	1-INCH POLYETHYLENE CLASS 200 WATER SERVICE TUBING	13.50	19,035.00
11	20	EA	12-INCH CLASS 250B BUTTERFLY VALVE W/BOX	3,000.00	60,000.00
12	7	EA	8-INCH GATE VALVE W/BOX	1,750.00	12,250.00
12.1	1	EA	6-INCH GATE VALVE W/BOX	1,250.00	1,250.00
13	1	EA	2.25-INCH GATE VALVE W/BOX	850.00	850.00
14	2	EA	2-INCH GATE VALVE W/BOX	800.00	1,600.00
15	14	EA	THREE WAY FIRE HYDRANT ASSEMBLY W/VALVE	3,875.00	54,250.00

DOCUMENT 00400 – BID FORM (continued)

16	13	EA	REMOVE EXISTING FIRE HYDRANT AND DELIVER TO OWNER	1500.00	19500.00
17	1	EA	24-INCH X 12-INCH TAPPING SLEEVE AND VALVE W/BOX	7250.00	7250.00
18	5	EA	12-INCH X 12-INCH TAPPING SLEEVE AND VALVE W/BOX	5998.00	29990.00
19	1	EA	12-INCH X 8-INCH TAPPING SLEEVE AND VALVE W/BOX	3500.00	3500.00
20	8	EA	8-INCH X 8-INCH TAPPING SLEEVE AND VALVE W/BOX	3300.00	26400.00
21	1	EA	6-INCH X 6-INCH TAPPING SLEEVE AND VALVE W/BOX	2500.00	2500.00
22	1	EA	2.25-INCH x 2.25-INCH CONNECTION	500.00	500.00
23	36850	LB	EPOXY COATED DUCTILE IRON FITTINGS	5.75	211887.50
24	30	EA	SINGLE METER SETTING, COMPLETE INCLUDING PRESSURE REDUCER AND PLUMBER CONNECTION TO EXISTING BUILDING SERVICE	675.00	20250.00
25	3	EA	1-INCH METER SETTING, COMPLETE INCLUDING PRESSURE REDUCER AND PLUMBER CONNECTION TO EXISTING BUILDING SERVICE	450.00	2850.00
26	11	EA	DOUBLE METER SETTING, COMPLETE INCLUDING PRESSURE REDUCER AND PLUMBER CONNECTION TO EXISTING BUILDING SERVICE	925.00	10175.00
27	55	EA	REMOVE EXISTING METER SETTING	375.00	20625.00
28	34	EA	12-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	200.00	6800.00
28.1	1	EA	12-INCH TEE, 2-INCH GATE VALVE VALVE BOX AND TAP	680.00	680.00
29	2	EA	8-INCH TEE, 2-INCH GATE VALVE VALVE BOX AND TAP	625.00	1250.00
30	3	EA	8-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	175.00	525.00
31	100	LF	36-INCH DIRECT BURY STEEL CASING	190.00	19,000.00
32	625	LF	24-INCH DIRECT BURY STEEL CASING	115.00	71875.00
33	505	LF	16-INCH DIRECT BURY STEEL CASING	85.00	42925.00
34	160	LF	12-INCH DIRECT BURY STEEL CASING	80.00	12800.00
35	100	LF	3-INCH DIRECT BURY CASING	17.50	1750.00

DOCUMENT 00400 -BID FORM (continued)

36	1200	LF	2-INCH BORED CASING	40.00	48000.00
37	5000	LF	ORANGE SNOW FENCE	3.50	17500.00
38	2	EA	CUT AND CAP EXISTING 24-INCH WATER MAIN	2600.00	5200.00
39	8	EA	CUT AND CAP EXISTING 12-INCH WATER MAIN	868.00	6944.00
40	17	EA	CUT AND CAP EXISTING 8-INCH WATER MAIN	580.00	9860.00
41	2	EA	CUT AND CAP EXISTING 6-INCH WATER MAIN	800.00	1600.00
42	2	EA	CUT AND CAP EXISTING 2-INCH WATER MAIN	450.00	900.00
43	4	EA	ADJUST EXISTING WATER VALVE TO FINISHED GRADE	500.00	2000.00
44	38	EA	ABANDON EXISTING WATER VALVE	300.00	11400.00
45	310	LF	18-INCH PVC SEWER MAIN, SDR-25	90.00	27900.00
46	1270	LF	8-INCH PVC SEWER MAIN, SDR-26	44.90	57023.00
47	400	LF	4-INCH PVC SEWER SERVICE, SCH 40,	15.50	6200.00
48	11	EA	4 FOOT DIAMETER STANDARD MANHOLE, UP TO 6 FEET DEEP	2500.00	27500.00
49	39	VF	EXTRA MANHOLE DEPTH, OVER 6 FEET DEEP	275.00	10725.00
50	8	EA	REMOVE EXISTING MANHOLE	750.00	6000.00
51	7	EA	ADJUST EXISTING MANHOLE TO FINISHED GRADE	1000.00	7000.00
52	2	EA	SEWER SERVICE CONNECTION ON 18" PVC	500.00	1000.00
53	13	EA	SEWER SERVICE CONNECTION ON 8" PVC	300.00	3900.00
54	8	EA	PLUG EXISTING SEWER AT MANHOLE WALL	300.00	2400.00
55	3	EA	CONNECT 18" OR 8" SEWER TO EXISTING MANHOLE, CORE DRILL MANHOLE WALL	2500.00	7500.00
56	420	SY	HIGHWAY ASPHALT REPAIR DETAIL	150.00	63000.00
57	360	SY	ASPHALT SURFACE REPLACEMENT	40.00	14400.00
58	590	SY	CONCRETE SURFACE REPLACEMENT	50.00	29,500.00

DOCUMENT 00400 -BID FORM (continued)

58.1	150	SY	CONCRETE SIDEWALK REPLACEMENT	50.00	7500.00
59	50	TON	GRAVEL SURFACE REPLACEMENT	30.00	1500.00
60	100	TON	COLD MIX ASPHALT TEMPORARY PAVEMENT REPAIR	90.00	9000.00
61	10	CY	ROCK EXCAVATION	200.00	2000.00
62	420	LF	FENCE REPAIR	25.00	10500.00
63	400	SY	RIPRAP (15C LB)	30.00	12000.00
64	1	LS	EROSION CONTROL	12000.00	12000.00
65	1	LS	SOD & TOPSOIL	38000.00	38000.00
66	1	LS	AUDIO/VIDEO RECORDINGS	12500.00	12500.00
67	1	LS	SITE PHOTOGRAPHS	7500.00	7500.00

TOTAL AMOUNT BID \$ 1,589,482.00

DOCUMENT 00400 –BID FORM (continued)

EQUIVALENT SYSTEM BID SCHEDULE

In order for the City of Fayetteville to obtain reimbursement from the Highway Department for eligible costs for replacing its water and sewer facilities, the cost of the replacement work must be for an "equivalent system" to the system that is being replaced. That is, pipe sizes and materials must be generally similar to the original system. Consequently, the following bid schedule lists quantities and material sizes and types that are comparable to the existing system that is being replaced. This schedule shall be filled out as part of the bid submittal. However, the equivalent bid schedule is for information purposes only.

ITEM NO.	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	ACT 291, 1993 TRENCH AND EXCAVATION SAFETY SYSTEM	49,500.00	49,500.00
2	1	LS	TRAFFIC CONTROL	54,000.00	54,000.00
3	1	LS	MOBILIZATION	30,000.00	30,000.00
4	1	LS	SITE PREPARATION	51,000.00	51,000.00
5	2060	LF	12-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	29.50	60770.00
6	4560	LF	8-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	25.00	114000.00
7	150	LF	6-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	40.00	6000.00
8	50	LF	2.25-INCH PVC, SDR 13.5, CLASS 315 WATER MAIN	18.00	900.00
9	140	LF	2-INCH PVC, SDR 13.5, CLASS 315 WATER MAIN	15.00	2100.00
10	1410	LF	1-INCH POLYETHYLENE CLASS 200 WATER SERVICE TUBING	13.50	19035.00
11	13	EA	12-INCH CLASS 250B BUTTERFLY VALVE W/BOX	3000.00	39000.00
12	12	EA	8-INCH GATE VALVE W/BOX	1750.00	21000.00
12.1	1	EA	6-INCH GATE VALVE W/BOX	1250.00	1250.00
13	1	EA	2.25-INCH GATE VALVE W/BOX	850.00	850.00
14	2	EA	2-INCH GATE VALVE W/BOX	800.00	1600.00

DOCUMENT 00400 –BID FORM (continued)

15	13	EA	THREE WAY FIRE HYDRANT ASSEMBLY W/VALVE	3875.00	50375.00
16	13	EA	REMOVE EXISTING FIRE HYDRANT AND DELIVER TO OWNER	1500.00	1500.00
17	1	EA	24-INCH X 12-INCH TAPPING SLEEVE AND VALVE W/BOX	7250.00	7250.00
18	3	EA	12-INCH X 12-INCH TAPPING SLEEVE AND VALVE W/BOX	5998.00	17994.00
19	3	EA	12-INCH X 8-INCH TAPPING SLEEVE AND VALVE W/BOX	3500.00	10500.00
20	8	EA	8-INCH X 8-INCH TAPPING SLEEVE AND VALVE W/BOX	3300.00	26400.00
21	0	EA	6-INCH X 6-INCH TAPPING SLEEVE AND VALVE W/BOX	0	0
22	1	EA	2.25-INCH x 2.25-INCH CONNECTION	500.00	500.00
23	2760 0	LB	EPOXY COATED DUCTILE IRON FITTINGS	5.75	158700.00
24	30	EA	SINGLE METER SETTING, COMPLETE INCLUDING PRESSURE REDUCER AND PLUMBER CONNECTION TO EXISTING BUILDING SERVICE	675.00	20250.00
25	3	EA	1-INCH METER SETTING, COMPLETE INCLUDING PRESSURE REDUCER AND PLUMBER CONNECTION TO EXISTING BUILDING SERVICE	450.00	1350.00
26	11	EA	DOUBLE METER SETTING, COMPLETE INCLUDING PRESSURE REDUCER AND PLUMBER CONNECTION TO EXISTING BUILDING SERVICE	925.00	10175.00
27	55	EA	REMOVE EXISTING METER SETTING	375	20625.00
28	7	EA	12-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	200	1400.00
28.1	1	EA	12-INCH TEE, 2-INCH GATE VALVE VALVE BOX AND TAP	680.00	680.00
29	2	EA	8-INCH TEE, 2-INCH GATE VALVE VALVE BOX AND TAP	625.00	1250.00
30	30	EA	8-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	175.00	5250.00
31	100	LF	36-INCH DIRECT BURY STEEL CASING	190.00	19000.00
32	380	LF	24-INCH DIRECT BURY STEEL CASING	115.00	43700.00
33	860	LF	16-INCH DIRECT BURY STEEL CASING	85.00	73100.00

DOCUMENT 00400 – BID FORM (continued)

34	160	LF	12-INCH DIRECT BURY STEEL CASING	80.00	12800.00
35	100	LF	3-INCH DIRECT BURY CASING	17.50	1750.00
36	1200	LF	2-INCH BORED CASING	65.00	78000.00
37	5000	LF	ORANGE SNOW FENCE	3.50	17500.00
38	2	EA	CUT AND CAP EXISTING 24-INCH WATER MAIN	2600.00	5200.00
39	8	EA	CUT AND CAP EXISTING 12-INCH WATER MAIN	868.00	6944.00
40	17	EA	CUT AND CAP EXISTING 8-INCH WATER MAIN	580.00	9860.00
41	1	EA	CUT AND CAP EXISTING 6-INCH WATER MAIN	800.00	800.00
42	2	EA	CUT AND CAP EXISTING 2-INCH WATER MAIN	450.00	900.00
43	4	EA	ADJUST EXISTING WATER VALVE TO FINISHED GRADE	500.00	2000.00
44	38	EA	ABANDON EXISTING WATER VALVE	300.00	11400.00
45	125	LF	15-INCH PVC SEWER MAIN, SDR-26	90.00	11250.00
46	1455	LF	8-INCH PVC SEWER MAIN, SDR-26	44.90	65329.50
47	400	LF	4-INCH P/C SEWER SERVICE, SCH 40,	15.50	6200.00
48	11	EA	4 FOOT DIAMETER STANDARD MANHOLE, UP TO 6 FEET DEEP	2500.00	27500.00
49	39	VF	EXTRA MANHOLE DEPTH, OVER 6 FEET DEEP	275.00	10725.00
50	8	EA	REMOVE EXISTING MANHOLE	750.00	6000.00
51	7	EA	ADJUST EXISTING MANHOLE TO FINISHED GRADE	1000.00	7000.00
52	2	EA	SEWER SERVICE CONNECTION ON 15" PVC	500.00	1000.00
53	13	EA	SEWER SERVICE CONNECTION ON 8" PVC	300.00	3900.00
54	8	EA	PLUG EXISTING SEWER AT MANHOLE WALL	300.00	2400.00
55	3	EA	CONNECT 15" OR 8" SEWER TO EXISTING MANHOLE, CORE DRILL MANHOLE WALL	2500.00	7500.00
56	420	SY	HIGHWAY ASPHALT REPAIR DETAIL	150.00	63000.00

DOCUMENT 00400 - BID FORM (continued)

57	360	SY	ASPHALT SURFACE REPLACEMENT	40.00	14400.00
58	590	SY	CONCRETE SURFACE REPLACEMENT	50.00	29500.00
58.1	150	SY	CONCRETE SIDEWALK REPLACEMENT	50.00	7500.00
59	50	TON	GRAVEL SURFACE REPLACEMENT	30.00	1500.00
60	100	TON	COLD MIX ASPHALT TEMPORARY PAVEMENT REPAIR	90.00	9000.00
61	10	CY	ROCK EXCAVATION	200.00	2000.00
62	420	LF	FENCE REPAIR	25.00	10500.00
63	400	SY	RIPRAP (150 LB)	30.00	12000.00
64	1	LS	EROSION CONTROL	22000.00	22000.00
65	1	LS	SOD & TOPSOIL	38000.00	38000.00
66	1	LS	AUDIO/VIDEO RECORDINGS	12500.00	12500.00
67	1	LS	SITE PHOTOGRAPHS	7500.00	7500.00

TOTAL EQUIVALENT SYSTEM BID

\$ 1,527,282.00

ARTICLE 5 - CONTRACT TIMES

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

DOCUMENT 00400 -BID FORM (continued)

- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of FIVE PERCENT
(5%) Dollars (\$_____).
 - B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

EDWARDS DESIGN & CONSTRUCTION, INC.
P.O. BOX 1549
SPRINGDALE, AR 72765
Email. GREG@EDCSRINGDALE.COM
Phone No. (479) 751-9591
FAX No. (479) 756-3325

ARTICLE 8 - TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on _____, 20__.

Arkansas State Contractor License No. 0044240413

If Bidder is:

DOCUMENT 00400 –BID FORM (continued)

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

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.: _____

DOCUMENT 00400 -BID FORM (continued)

A Corporation

Corporation Name: EDWARDS DESIGN & CONSTRUCTION INC. (SEAL)

State of Incorporation: ARKANSAS

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

C. CORPORATION
By: [Signature]
(Signature – attach evidence of authority to sign)

Name (type or printed): GRIEL EDWARDS

Title: PRESIDENT

(CORPORATE SEAL)

Attest: [Signature: Jamie Edwards]
(Signature of Corporate Secretary)

Business address: P.O. Box 1549

SPRINGDALE, AR 72765

Phone No.: (479) 751-9591 FAX No.: (479) 756-3325

END OF DOCUMENT 00400

SUR6021346
THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Edwards Design & Construction, Inc.

P.O. Box 1549

Springdale

AR 72765

as Principal, hereinafter called the Principal, and State Automobile Mutual Insurance Company
518 East Broad Street Columbus OH 43215

a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto
city of Fayetteville, 125 W. Mountain St., Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of 5.00 % of the bid, not to exceed
One hundred four thousand five hundred Dollars (\$ 104,500.00),

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

Installation of Water & Sewer Improvements along highway 16 East. Includes all Misc. Items such as Manholes, Valves & Cowl Repairs

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 01 day of June, 2012.

Edwards Design & Construction, Inc.

(Witness)

(Principal)

(Seal)

Principal Signature and Title

State Automobile Mutual Insurance Company

(Surety)

(Seal)

Craig Sferman

Attorney-In-Fact

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6021346

Bond Amount. 104,500.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Craig Sherman

of Chicago and State of IL

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed One hundred four thousand five hundred (\$ 104,500.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: Paul E. Nordman
Paul E. Nordman, Vice President/Director of Business Insurance

By: Larry D. Williams
Larry D. Williams, Vice President/Director of Middle Market Operations



Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams

, to me known, who being
duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.



Notary Public



HAL D. THOMPSON

Attorney At Law

Notary Public, State of Ohio

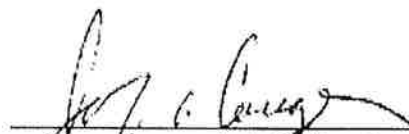
My commission has no expiration date

Sec.147.03 R.C.

CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 01 day of June 2012


Assistant Secretary
John A. Couger

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Contract Name: HWY 16 WATER AND SEWER IMPROVEMENTS

Date: 6-1-2012

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Edwards Design & Construction

Name Blain Erskine

Address 2200 Hwy 265, Suite C Springdale Ar 72764

Principal Office Same

Corporation, partnership, individual, joint

venture, other Corporation

Arkansas State General Contractor's License Number

0044240413

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 29 years and has performed work of the nature and magnitude of this Contract for 29 years. Bidder has been in business under its present name for 29 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect

Statement of Bidder's Qualifications

2. Greenhouse Road Water & Sewer Relocation

City of Centerton

Melvin Coffelt

Engineering Services, Inc.

Philip Humbard

\$899,175.00

Performance Bond

180 Days

3. Village at Scull Creek

Scull Creek LP, LLC 479-225-3000

Crafton & Tull

\$4,660,666

Completion date: 12/07

Shenandoah

Silent Properties, LLC 479-750-4128

Morrison & Shipley

\$1,776,458

Completion Date: 10/06

Crystal Springs Subdivision Phase III

JED Development, LLC 479-751-9591

Milholland Engineering

\$2,100,000.00

Completion Date: 12/06

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why. NO

5. Bidder normally performs the following work with his own forces:

Excavation, water & sewer utilities,
Storm drainage

6. Construction experience of key individuals in the organization is as follows
(continued on attached sheets if needed):

See Attached

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

State Automobile Mutual Insurance Co
Bond Brokers Inc, Craig Sherman
6160 N Cicero Ave
Chicago IL 60646

8. Bidder's Workmen's Compensation Experience Modifier Factor is: 1.03

RESUME

GREGORY J. EDWARDS

1600 Comanche
Springdale, Arkansas 72764
(479)751-6338

PERSONAL DATA:

Date of Birth: February 3, 1969
Marital Status: Divorced
Children: One Daughter (Age 11)
Health: Good
Interests: Model Airplanes and Fishing

WORK EXPERIENCE:

2010 – Present

TSS Installations, Inc.
Springdale, Arkansas
(479)751-9591
President
Manage Office personnel and daily operations
Estimate construction costs
Involved in all phases of construction, conception
through completion

1994 – Present

Edwards Design & Construction, Inc.
Springdale, Arkansas
(479)751-9591
President
Manage Office personnel and daily operations
Estimate construction costs
Involved in all phases of construction, conception
through completion

1985 – 1994

Edwards Design & Construction, Inc.
Springdale, Arkansas
(479)751-9591
Estimator, Job Superintendent
Involved with all phases of construction,
engineering, architecture, design, site work
Operate equipment

EDUCATION:

1986-1991

University of Arkansas
Fayetteville, Arkansas
Real Estate Development

1983-1986

Springdale High School

Springdale, Arkansas

PERSONAL REFERENCES:

Melvin Milholland
Milholland Engineering & Surveying
205 W. Center
Fayetteville, Arkansas 72701
(479)443-4724

PAGE 2 – Gregory J. Edwards

Doug Lynch
Liberty Bank of Arkansas
4706 S. Thompson, Suite 101
Springdale, Arkansas 72764
(479)872-7009

Steve Pack
Nordam PSD
Tulsa, Oklahoma
(918)878-4903

RESUME

CHRIS W. EDWARDS
15332 Lakewood Drive
Lowell, Arkansas 72745
(479)750-7660

PERSONAL DATA:

Date of Birth: October 7, 1970
Marital Status: Married
Children: One Daughter (Age 14)
 One Son (Age 12)
Health: Good
Interests: Auto Racing, Motorcycles, Horseback
Riding and Hunting

WORK EXPERIENCE:

1994 – Present

Edwards Design & Construction, Inc.
Springdale, Arkansas
(479)751-9591
Vice President
Manage Field Operations and Personnel
Responsible for maintaining and purchasing
equipment
Involved in all phases of construction, conception
through completion

1986 – 1994

Edwards Design & Construction, Inc.
Springdale, Arkansas
(479)751-9591
Equipment Operator, Construction Foreman
Involved with all phases of construction,
engineering, architecture, design, site work
Operate equipment

EDUCATION:

1991-1992

Northwest Arkansas Community College
Rogers, Arkansas
Business

1986-1989

Springdale High School
Springdale, Arkansas

PAGE 2 – Chris W. Edwards

PERSONAL REFERENCES:

Sam Hampton
Milholland Engineering & Surveying
205 W. Center
Fayetteville, Arkansas 72701
(479)443-4724

Phillip Fletcher
Built Well Construction, Inc.
Post Office Box 1216
Bentonville, Arkansas 72712
(479)787-5820

Roger Pringnitz
Precision Service and Sales
823 S. Lincoln
Lowell, Arkansas 72745
(479)770-0810

Blain F. Erskine, Jr.

Edwards Design & Construction, Inc.

P.O. Box 1549

Springdale, AR 72765

(479) 751-9591

(479) 435-1052 cell

Blain@edcspringdale.com

www.edcspringdale.com

Project Manager/ Estimator for family owned General Contractor in Springdale, AR since 2001.

Recent Projects

8,500 SF Beauty School
Precast Concrete tilt wall building
\$1.25 Million

60,000 SF Warehouse
Pre-engineered Metal Building
\$2 Million

472 Unit Apartment Complex
30 acre site, 53 buildings
\$30 Million

40,000 SF Warehouse
Precast Concrete tilt wall building
\$3 Million

50,000 SF Warehouse Addition
Pre-engineered Metal Building
\$2 Million

5,000 SF Custom Ranch Home
Jennnigs/McKee Architects
\$2.5 Million

Education

Bachelor of Science
Construction Management
Arizona State University
Tempe, AZ
Graduated 1992
GPA 3.4

University of Arizona
Tucson, AZ
Studied Architecture, Engineering
1986-89

Interests/Hobbies

Family, Church, IDPA shooting, bass fishing, mountain biking, hiking,

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder: *NONE*

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	_____	_____	\$ _____

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: June 1, 2012

(OFFICIAL SEAL)

Name of Organization:

Edwards Design + Construction

By Grey Edwards

Title President

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

Tuesday, April 24, 2012

Mr. Jesse Fulcher
Planning Division
City of Fayetteville, AR

Dear Mr. Fulcher,

We would like to appeal the decision of the Fayetteville Planning Commission at its April 23, 2012, meeting in regards to our rezoning request (RZN 12-4077). Kindly forward this request to the City Clerk and ask that this matter be put on the Fayetteville City Council agenda at the earliest possible date.

Sincerely,



Julian and Jane Archer, owners
2115 West Markham Road
Fayetteville, AR 72701
Tel. and fax 582-5443

*Left on the Third Reading at the 6/5/12 CC mtg and tabled to the 6/19/12 CC mtg.
Left on the Second Reading at the May 15, 2012 City Council mtg.*

Tuesday, April 24, 2012

B. 1
RZN 12-4077 Halsell Road/Pratt
Place Inn Appeal
Page 2 of 48

Mr. Jesse Fulcher
Planning Division
City of Fayetteville, AR

Dear Mr. Fulcher,

We would like to appeal the decision of the Fayetteville Planning Commission at its April 23, 2012, meeting in regards to our rezoning request (RZN 12-4077). Kindly forward this request to the City Clerk and ask that this matter be put on the Fayetteville City Council agenda at the earliest possible date.

Sincerely,

Julian and Jane Archer, owners
2115 West Markham Road
Fayetteville, AR 72701
Tel. and fax 582-5443



www.accessfayetteville.org

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: April 26, 2012
Subject: RZN 12-4077 (Halsell Road/Pratt Place Inn)

RECOMMENDATION

Planning staff recommends approval of an ordinance to rezone the subject property from C-PZD, Pratt Place Inn to RSF-4, Residential Single-family, 4 units per acre. A recommendation by the Planning Commission to forward the request to the City Council failed.

BACKGROUND

The property is zoned Commercial Planned Zoning District (CPZD) and contains approximately 2.37 acres. Staff is reviewing a property line adjustment that will create the lot configuration being rezoned. The site is undeveloped with access to Halsell Road and is within the Hillside/Hilltop Overlay District. The property is part of an approximately 72-acre property known as Pratt Place Inn located at the top of Markham Road.

The City Council rezoned the property to C-PZD in 2005 (Ord. No. 4786) to allow the property owners to operate an inn and restaurant, activities hall and parking lot for social events such as weddings and receptions. The CPZD approval also included a maximum of four residential dwelling units, three existing residences and one proposed innkeeper's residence. The Pratt Place Inn development is to the south of the property proposed for rezoning and well separated by a dense stand of mature trees. Access from this property to the Pratt Place Inn is not available.

DISCUSSION

On April 23, 2012 a recommendation by the Planning Commission to forward the rezoning request to the City Council failed by a vote of 2-6-0 (Commissioners Honchell and Noble voted yes). The applicant has appealed this decision to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4077, FOR APPROXIMATELY 2.37 ACRES, LOCATED ON HALSELL ROAD FROM C-PZD, COMMERCIAL PLANNED ZONING DISTRICT, TO RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, SUBJECT TO THE OFFERED 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 C-PZD, Commercial Planned Zoning District to RSF-4, Residential Single-Family, 4 units per acre, 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 the zoning change is subject to the Bill of Assurance offered by the applicant and hereby accepted by the City Council of the City of Fayetteville, as shown on Exhibit "C".

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

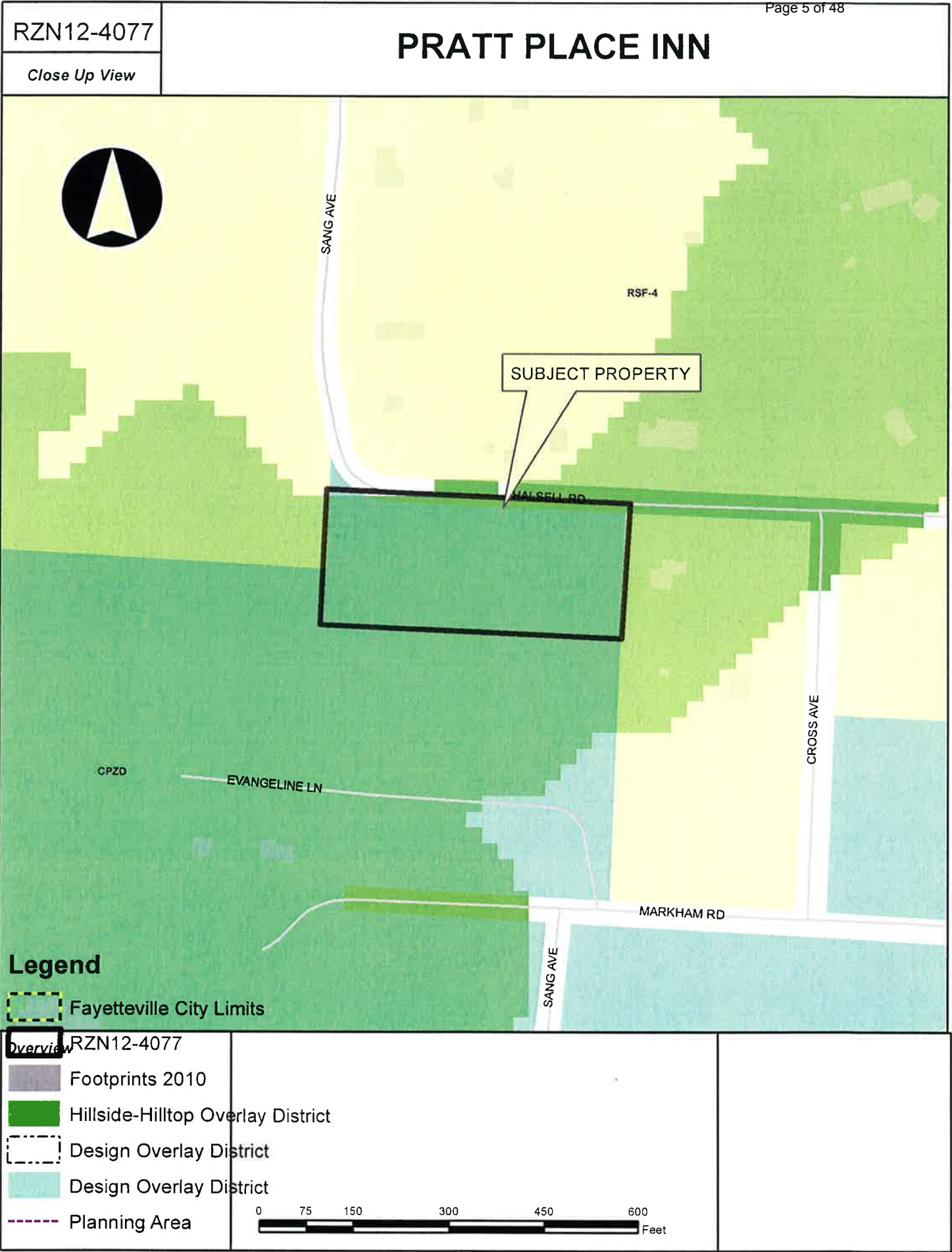


EXHIBIT "B"
RZN 12-4077

PROPERTY TO BE REZONED:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TOWIT: BEGINNING AT A POINT WHICH IS N02°47'27"E 426.73' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°47'27"E 215.00' TO AN EXISTING REBAR, THENCE S87°21'57"E 481.92' TO AN EXISTING P/K NAIL, THENCE S03°47'10"W 215.00', THENCE N87°22'16"W 478.19' TO THE POINT OF BEGINNING, CONTAINING 2.37 ACRES MORE OR LESS.

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") Julian Archer, 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 Four (4)
residential lots.
2. Other restrictions including number and type of structures upon the property are limited to Four (4) single family houses. One (1)
house per lot. No other structures other
than accessory units (ex. garage, dog house, pool
house, etc.) shall be allowed.
3. Specific activities will not be allowed upon petitioner's property include
Any activity not allowed in RSE-4.
4. (Any other terms or conditions) Architectural control
covenants (protective covenants) will be
placed on this property prior to title transfer
by the seller. These covenants are similar
to the ones used in The Pines subdivision.

EXHIBIT "C"

B. 1
RZN 12-4077 Halsell Road/Pratt
Place Inn Appeal
Page 8 of 48

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.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Julian Archer, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

May 2, 2012
Date

JULIAN ARCHER
Printed Name

2115 West Parkland Rd
Address
Fayetteville, AR
72701

Julian Archer
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON } .ss

And now on this the 2 day of May, ²⁰¹²~~2007~~, appeared before me, Tandi Leigh Taylor, 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.

Tandi Taylor
NOTARY PUBLIC

My Commission Expires:

8-2-16

TANDI L. TAYLOR
Washington County
Notary Public - Arkansas
My Commisison Expires: Aug. 2, 2016

March 13, 2012

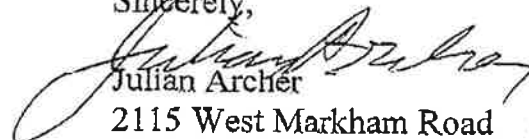
To the City of Fayetteville Development Services Department:

This note is in response to your request for a written explanation of my request for rezoning and a three lot split of a portion of Parcel # 765-14525-000. My wife, Jane, and I are the owners of this parcel which is held in the name of ArcherLLC. We have been owners since 1979 and prior to that it was owned by my mother. It was zoned R-1 until about 2006 when it was incorporated into the Pratt Place Inn PZD which includes about 70 acres. Under the existing zoning, nothing can be done with this property. Anyone familiar with Pratt Place Inn and Barn knows how much effort, time and treasure we have put into keeping Sassafras Hill (Markham Hill) looking natural. We are requesting a rezoning to R-4 of about one half of this parcel, or about 2.4 acres, so we can do a lot split of the portion of the parcel fronting on Halsell Road to the north. The split would be into three lots making each lot about .80 acres, far larger than the lots permitted under R-4 zoning.

If approved, this will create three residential lots which will carry the same protective covenants that were used in our nearby Bois d'Arc subdivision. While rezoning and the lot split will add three family homes to the neighborhood and the automobiles these three families will operate, its impact will be minimal considering the number of houses which could be built on this acreage. The house size requirements, building material choices, and setbacks will enhance the entire neighborhood in the same way that Bois d'Arc has done. And, obviously, the three houses will add to the tax revenue for the county.

As well as I can determine from city plats, there is water and sewer in Halsell Road. It seems there is an 8" sewer line and a 2" water line which becomes 8" at the point where Halsell turns north and becomes Sang. Furthermore, there are electric and phone lines along Halsell.

Sincerely,


Julian Archer
2115 West Markham Road
Fayetteville, AR 72701
Tel. and fax 479 582-5443

FILED FOR RECORD
'98 DEC 2 6:10 05WASHINGTON CO AR
K. HANNESS

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
BOIS D'ARC SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS;

These covenants of assurance are entered into by and between the parties hereto on this 25 day of NOVEMBER, 1998.

WITNESSETH;

WHEREAS, Julian P. W. Archer and Jane G. Archer are the owners of the following described real property situated in Washington County, Arkansas, to-wit:

Bois d'Arc subdivision which consists of:
Part of the SE1/4 of SW1/4 of Section 8, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:
Beginning at the SW corner of said section 8 thence S 86 48' 12"E 1424.99 feet to the POINT OF BEGINNING, thence N 02 50' 30" 203.12 feet, thence N87 03' 10" W 84.02 feet, thence N03 02' 03" 490.02 feet, thence S87 11' 52" E 967.48 feet, thence N 02 38' 31" E 589.53 feet, thence S 87 24' 08" E 322.57 feet, thence S 02 37' 45" W 1294.53 feet, thence S 86 42' 01" E 1210.46 to the Point of Beginning; containing 24.70 acres, more or less.

and,

WHEREAS, said owners desire to establish certain bills and restrictions and covenants of assurance to assure the orderly development of the above described real property and to further assure the protection of the investment made in such property by this owner and all others who shall purchase herein.

THEREFORE, the following bills and restrictions and covenants of assurance are deemed in full force and effect, the same to run with and apply to all of the above described real property from this date forward until the same shall terminate or be modified according to the provisions herein, to wit:

98105330

1. All lots in said subdivision shall be known and described as residential lots and no structure shall be erected on any lot other than one family, detached dwellings not to exceed two stories in height with one, two or three car garage, except by special approval of the architecture review committee or the Bois d'Arc Property Owners Association as hereinafter provided. Accessory buildings such as detached garages, garden storage buildings or workshops for carrying on a hobby may be authorized by the architecture review committee or the Bois d'Arc Property Owners Association as hereinafter provided. The owner or owners of each platted lot in the Bois d'Arc subdivision will participate on an equal share basis per platted lot in the payment of any fees or assessments as determined under the provisions of the by-laws of the Bois d'Arc Property Owners Association and as such will be treated as equal members of the Bois d'Arc Property Owners Association as hereinafter provided.

For the purpose of these protective covenants, Julian P. W. Archer or his successors in title or his assigns, shall be the subdivider and developer.

2. Utility easements are reserved over the lots in those widths as shown on the recorded plat, and such easements are for utility use only, the ownership of the same remaining in the lot owner.

3. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, it being the express understanding that the subdivision is for residential purposes only. Any home-based business requires the prior approval of the Board of Directors

4. No building on lots 1-14 and on lot 19 shall be erected nearer than 70 feet to the street right-of-way line and on lots 15-18 no building shall be erected nearer than 40 feet to the street right-of way. For all lots in this subdivision no building shall be erected nearer than 40 feet to any side lot line, nor nearer than 40 feet to the rear lot line. However, any and all setback requirements may be reduced or otherwise modified, but not increased, if expressly permitted in writing by the architecture review committee. The reductions or modifications cannot, of course, fall below the setbacks required by the City of Fayetteville.

5. No residential lot shall be re-subdivided into smaller lots, but part of a lot may be sold in connection with and incorporated into an adjacent full lot unless such sale violates any applicable City of Fayetteville or Washington County ordinance.

6. No trailer, basement, tent, shack, garage, barn or other building shall be erected in the subdivision to be used as a

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temporary dwelling, nor shall any residence of any temporary character be permitted. Basements and garages may be built only as a part of a permanent residence. No prefabricated modular houses shall be built on any lot without the written approval of the architecture review committee. This shall not preclude or prevent the erection of temporary construction facilities on said lot by the subdivider, lot owners, or builders during construction phases.

7. No structure shall be moved onto any lot to be utilized as a residence. No building shall be erected or altered on any lot until the design, plans, materials, colors, elevations, and location thereof have been approved in writing by the architecture review committee. All residences and accessory buildings must have exterior walls and surfaces of natural materials such as stone, brick or stained wood to maintain the bucolic nature of Bois d'Arc. In the event the architecture review committee fails to approve or disapprove a proposed design within thirty (30) days after a request for such approval is received in writing (if sent through the mail, the request must be sent certified mail) by the chairperson of the architectural review committee, then such approval will not be required, providing the design, size, and location on the lot conforms to these regulations and is in harmony with the existing structures already in the subdivision. In any case, either with or without the approval of the architecture review committee, the heated floor area of any residence must meet the following minimum requirements, to-wit: A minimum square footage of 2,500 square feet. The foregoing minimum is exclusive of carports and storage spaces or garages, basements, attics, porches, patios and decks. Exceptions to the foregoing minimum square feet of living area may be specifically granted by the architectural review committee for specially designed residences, provided that the design and quality of the structure would be in harmony with the general character of other homes in the subdivision, or not be detrimental to the future development of said development. The architectural review committee shall, after approval of site preparation and construction plans and design, establish a maximum time between the first land clearing and completion of the dwelling.

8. If garages are attached garages, the entrances must be on the side or the rear of the house so that the garage bay does not open onto the street. Detached garages are permitted, but they must be situated so that the open garage bay is not easily visible from the street.

9. Mailboxes of a style and color designated by the architecture review committee will be installed at the lot owner's expense. They

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will consist of a cast metal post with coordinated mailbox attached and painted a uniform color determined by the architectural review committee. A house number of a style determined by the architecture review committee will be attached to this post as well.

10. No radio or television antennas of any kind and no large satellite dishes shall be erected, allowed to exist, or be maintained within the development.

11. No signs, with the exception of the subdivision identification signs, shall be displayed on any lot. However, one sign of not more than five square feet advertising a lot owner's property for sale or rent, or any signs used by the subdividers or builder to advertise the property during the construction and sales period, will be permitted. All signs shall comply with the Fayetteville Sign Ordinance, Chapter 174 of the Fayetteville Code of Ordinances or other applicable city, county, or state ordinance or regulation, or any amendment thereto.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets not to exceed eight in number may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot must be maintained by its owner(s) and kept in a clean condition. Household composting of plant material is allowed as long as said composting does not create or constitute a public nuisance.

14. No fence of a solid nature, other than dense evergreen shrubs or trees and/or native stone, which would block the view from the street of any residence or have an unsightly appearance is to be erected in the subdivision, with the exception of temporary fences by the subdivider during the construction phase. No chain link or other metal fences (except ornamental or wrought iron) may be erected. A wooden lattice fence may be erected in the rear yard of a residence, but its style and placement must be presented to and approved by the architecture review committee prior to construction.

15. No permanent or seasonal parking of trailers, camping vehicles, mobile homes, or boats shall be allowed on the road right-of ways in the Bois d'Arc subdivision. If a trailer, camping vehicle, mobile home, or boat is parked on a seasonal or permanent basis on a

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lot or private road it must be screened by dense evergreen shrubs or trees that will grow to at least eight feet in height.

16. The owner or owners of each platted lot will participate on an equal share basis per platted lot in the cost of care and maintenance of the common areas, the streetlight fixtures, traffic separation islands, entranceways, the stone and wrought iron wall, as well as landscaping, water, and electricity for the above, and to carry out such projects for Bois d'Arc as the Board of Directors deems necessary. See Exhibit "A" for the agreement between the City of Fayetteville and the Bois d'Arc Property Owners Association concerning their respective responsibilities for streetlights.

17. Any desired clearing or cutting operation, other than removal of underbrush, dead trees, and live trees less than four (4) inches in diameter measured five (5) feet off the ground, will require advance written approval by the architecture review committee. If a tree is cut without approval, the property owner will be fined \$100 which will be paid to the treasurer of the Bois d'Arc Property Owners Association.

18. Each lot owner shall, throughout construction and thereafter, provide for adequate drainage of surface waters across his property. Under no circumstances may such surface waters be diverted in a manner as to cause the same to be directed across the lands of another either inside or outside the subdivision and thus constitute a nuisance. This provision does not apply to the natural streams which flow in or across the subdivision and which the developers have left open in as natural a condition as possible. These stream beds shall be maintained by the lot owner so as to allow the stream to follow its existing natural course. Furthermore, these stream beds shall be maintained in such a manner that they do not become clogged in heavy rains and overflow their banks and run onto adjacent lots.

19. Each property owner shall be further responsible for adjusting the drainage of surface waters across his lot in such a manner as to prevent such drainage from blocking or interfering with the road right-of-ways platted in the development.

20. Building restrictions shall be strictly regulated and deviations permitted for only the most compelling reasons. An architecture review committee shall be appointed by the subdivider or the subdivider shall act in the capacity of such a committee. This committee shall have the responsibility of reviewing all prospective construction, including the matters mentioned herein above, to assure conformity with the land and woodland concept as well as minimal interference with other lots in the addition. No particular

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construction shall be required by the committee. The architecture review committee shall also have the responsibility of monitoring the actual construction and site development to assure adherence to the approved plans. Later, the architecture review committee shall be appointed by the property owners association once that association is operative and when residences have been constructed on all the lots in this subdivision or when all lot owners in Bois d'Arc have constructed residences therein. This latter provision is to take into account the a situation where lot owners have purchased one or more adjacent lots with the intention of building on only one of them.

21. Nothing in these covenants shall be deemed to restrict the rights of the subdivider or the property owners association within said development to establish and enforce other rules, regulations, and covenants governing the operation, ownership, and maintenance of said development. In no event, however, shall said rules and regulations so promulgated have any force and effect if the same shall conflict with these covenants of assurance, and to the extent that such rules and regulations shall conflict with these covenants of assurance, said rules and regulations shall be null, void, and of no effect whatsoever. Invalidetion of any one of these covenants, conditions, or restrictions, or any part thereof, by order or judgment in any court shall in no way affect any of the other provisions which shall remain in full force and effect.

22. These covenants and restrictions are to run with the land, and shall be binding upon the subdivider and/or developer, his successors and assigns for a period of fifty (50) years from the date hereof. At any time within six (6) months from the expiration period, a 3/4 majority of the lot owners may express their intention in writing, drafted so as to be recorded with the registrar of deeds, that they no longer wish for said covenants of assurance to remain in full force and effect, and the same shall therefore be terminated as of the expiration date. In the event that no such action is taken, then these covenants shall continue for an additional period of five years, and may then be terminated in accordance with the terms set forth for the original termination. It is further provided that, should a two-thirds (2/3) majority of lot owners at any time wish to amend these covenants of assurance, either by adding to or taking from the present form, the same shall be incorporated into a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof.

23. If any of the parties hereto, or their successors in title, or their heirs or assigns shall violate or attempt to violate any of

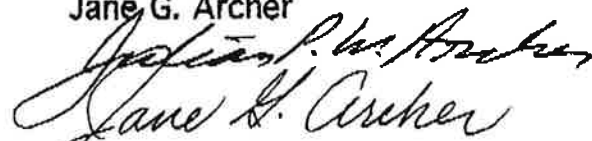
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these covenants or restrictions as herein above set forth, prior to the expiration or termination of these covenants of assurance, both in the original term and continuations thereof, then it shall be lawful and authorized for any person or persons, either as a class or singularly, who own any lot in this subdivision, or any portion thereof, to prosecute any proceedings at law or in equity against the person or persons so violating, or attempting to violate, any such covenant or restriction, and thereby either prevent said violation, or recover damages or other penalties for such violation including attorney's fees and court costs and, further, to utilize any and all other remedies at law which may now exist or which may hereafter apply.

24. All owners of property described herein above shall belong to the association known as the Bois d'Arc Property Owners Association, which association shall be duly created pursuant to the laws of the State of Arkansas. That association shall be governed by a Board of Directors consisting of persons owning property within the Bois d'Arc Subdivision and elected to office by the property owners herein and shall be managed according to the by-laws and the rules and regulations promulgated thereunder. The authority of the Board of Directors in the enforcement of these covenants of assurance and in the enforcement of the rules and regulations of said association shall be absolute, and all owners consent to said enforcement by their purchase of real property and dwellings hereunder. Among its other powers, said Board of Directors shall have the authority to make special and/or annual assessments against the real property and dwellings of the owners in order to obtain the means required to maintain the common areas and to carry out such projects for Bois d'Arc as the Board of Directors deems necessary. Such assessments will be made on a per platted lot basis with one share per lot. Said assessments when made shall constitute a valid lien on the real property benefited thereby to the extent of said assessment, and if not paid when due, the real property shall be subject to foreclosure.

WITNESS our hands and seals on this 25 day
of NOVEMBER, 1998.

By: Julian P. W. Archer and
Jane G. Archer



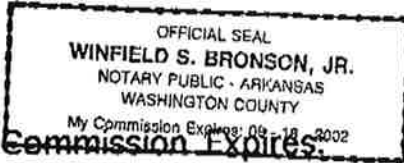
ACKNOWLEDGMENT

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STATE OF ARKANSAS
COUNTY OF WASHINGTON

Now on this 25 day of NOVEMBER, 1998, personally appeared before me, a Notary Public, within and for the State and County aforesaid, duly commissioned and acting, Julian P. W. Archer and Jane G. Archer stated that they had executed the above and foregoing instrument for the purposes therein contained

WITNESS my hand and official seal on the day first herein above written.



My ~~Commission Expires:~~

Winfield S. Bronson, Jr.
Notary Public

Filed for Record:

Recorded in:

98105337

2012

Arkansas
REALTORS®
Association**Real Estate Contract
(Lots and Acreage)**

Page 9 of 11



Form Serial Number: 072245-000133-1152934

20. OTHER:***Buyer and Seller hereby agree to the following:***

- 1. Seller shall apply for (3) lots to be created on the property. Lot split to be approved on the property by Governing bodies. Buyer and seller to mutually agree on Covenants and deed.***
- 2. Seller shall record protective covenants and restrictions on the property similar to those attached as "Bois D'Arc Subdivision". Buyer and Seller to mutually agree on covenants. The Sellers shall retain the POA architectural design committee rights to approve houses as per covenants.***
- 3. The Buyer shall have the right to build homes with a 15 feet rear lot line set back. Seller agrees to such give Buyers this variance.***
- 4. Seller agrees to give Buyers an additional 15 more feet of property as located on the South or rear side. This shall be included in final survey with acreage description and shall be deeded to Buyer at closing.***
- 5. Buyer agrees to close on this property within 5 business days following full governmental approval of the lot split.***
- 6. Buyer agrees to incur any costs required by governing bodies on lot split such as sidewalk.***

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- ☒ A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- ☐ B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money (if any) returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.



PC Meeting of April 23, 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: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~April 19, 2012~~ Updated April 26, 2012

RZN 12-4077: Rezone (HALSELL ROAD/PRATT PLACE INN, 481): Submitted by BATES AND ASSOCIATES for property located on HALSELL ROAD. The property is zoned C-PZD, COMMERCIAL PLANNED ZONING DISTRICT (PRATT PLACE INN) and contains approximately 2.37 acres. The request is to rezone a portion of the Pratt Place Inn property to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE. Planner: Jesse Fulcher

BACKGROUND:

Property Description: The property is zoned Commercial Planned Zoning District (CPZD) and contains approximately 2.37 acres. Staff is reviewing a property line adjustment that will create the lot configuration being rezoned. The site is undeveloped with access to Halsell Road and is within the Hillside/Hilltop Overlay District. The property is part of an approximately 72-acre property known as Pratt Place Inn located at the top of Markham Road.

The City Council rezoned the property to C-PZD in 2005 (Ord. No. 4786) to allow the property owners to operate an inn and restaurant, activities hall and parking lot for social events such as weddings and receptions. The CPZD approval also included a maximum of four residential dwelling units, three existing residences and one proposed innkeeper's residence. Surrounding land use is listed in Table 1.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single family residential	RSF-4, Residential Single-Family
South	Undeveloped	C-PZD Pratt Place
East	Single family residential	RSF-4, Residential Single-Family
West	Undeveloped/Pratt Place parking	C-PZD Pratt Place

Proposal: The request is to rezone 2.37 acres of the property from C-PZD to RSF- 4, Residential Single Family Four Units per Acre. This will allow the applicant to split and develop single-family homes on the property, currently prohibited by the Planned Zoning District zoning.

Public Comment: Staff has received questions from a property owner in the area.

RECOMMENDATION:

Staff recommends forwarding RZN 12-4077 to the City Council with a recommendation for approval based on findings stated herein.

PLANNING COMMISSION ACTION:

Date: April 23, 2012 ☐ Tabled ☐ Forwarded ☒ Denied

Motion: Cabe

Second: Noble

Vote: 2-6-0 (Motion to forward failed)

Note:

CITY COUNCIL ACTION:

☐ Approved ☐ Denied

Date: May 15, 2012

INFRASTRUCTURE:

Streets: The site has access to Halsell Road. Halsell Road is an unimproved two lane residential city street. Street improvements will be evaluated at the time of development.

Water: Public water is available to the property. The 8" water main at the northwest corner switches to a 2" line along the north side of the property. 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 an 8" main at the northeast corner of the site. Public sewer main improvements may need to be extended through the property at the time of development.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain and the

Streamside Protection Zones

Police: 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 **Rural Residential Area**. These areas recognize existing low-density, large lot residential development, but are identified to encourage the conservation and preservation of woodlands, grasslands and agricultural lands that are sparsely settled.*

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 for low-density residential development to be consistent with the rural residential land use designation. Generally, this designation is limited to outlying properties that lack adequate street and water infrastructure or public services such as police and fire. However, there are a few properties closer to the center of the city where low density development is encouraged to preserve woodlands, grasslands or agricultural lands, despite having adequate public infrastructure to support higher density development. This piece of the “Markham Hill” property is heavily wooded and located in the Hillside/Hilltop Overlay District, restricting development potential. However, it is in a residential setting along Halsell Road that supports a standard subdivision development pattern.

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

Finding: The current zoning of the property, C-PZD, prohibits any future development on the approximately 72-acre property. The proposed rezoning will allow a 2.37 acre section along Halsell Road to be developed for single-family homes.

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

Finding: The property is currently undeveloped, so any new development will increase traffic on surrounding streets. However, the size of the site and density will limit the number of houses and corresponding traffic, such that there won't be an increase in 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: As noted in Finding #3, the size of the property and density limits the development potential of the site, and in staff's opinion, future development will not undesirably increase the load on public services. Comments from the Engineering and Police Departments are included.

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.
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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)

Date 4/3/12

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for comments on the proposed RZN 12-4077 (Halsell Road / Pratt Place Inn, 481) submitted by Bates and Associates for property located on Halsell Road.

It is the opinion of the Fayetteville Police Department that this RZN will not substantially alter the population density, and will not create an appreciable or undesirable increase in the load on police services. This RZN will create an increase in traffic danger and congestion on the narrow two lane residential streets in the area. There are no sidewalks on the north or south side of the roadway in the planned area. A sidewalk is needed for pedestrians due to the increased automobile traffic from this RZN.

Sincerely,

Captain William Brown
Fayetteville Police Department



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr./ Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350
www.nwabatesinc.com

To Whom It May Concern:

Our client, Julian Archer is proposing a Property Line Adjustment within the City of Fayetteville. The subject properties are located on Halsell and Markham Roads and contain approximately 7.81 total acres. Our client would like to adjust the parcels in a way to create a 2.37 acre parcel along Halsell road for rezoning and future development. The current zoning for the property is CPZD. We have previously submitted a Rezoning application to Rezone the 2.37 acre parcel to RSF-4. If you have any questions please feel free to contact us.

Sincerely,

Derrick Thomas PLS



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr./ Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350
www.nwabatesinc.com

3/14/2012

RE: JULIAN ARCHER REZONE- PART OF PARCEL #765-14525-000

PROPERTY TO BE REZONED:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°47'27"E 426.73' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°47'27"E 215.00' TO AN EXISTING REBAR, THENCE S87°21'57"E 481.92' TO AN EXISTING P/K NAIL, THENCE S03°47'10"W 215.00', THENCE N87°22'16"W 478.19' TO THE POINT OF BEGINNING, CONTAINING 2.37 ACRES MORE OR LESS.

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1. *THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, JAMES M. HARRIS, Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Dallas, State of Texas.*
 2. *Witness my hand and the seal of said County at Dallas, Texas, this 10th day of May, 1906.*
 3. *JAMES M. HARRIS, Clerk of the County.*
 4. *My Comm. expires 1st day of May, 1907.*
 5. *Attest:*
 6. *JOHN W. HARRIS, County Clerk.*
 7. *My Comm. expires 1st day of May, 1907.*
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WILLIAMS, J. R. 1990. The effects of the 1987-1988 El Niño on the distribution of the Pacific herring, *Clupea pallasii*, in the Bering Sea. *ICES J. Mar. Sci.* 47:113-124.

LEGEND:



REF ID: A61111

1998年12月28日

2014-2015 • 4th Edition

(continued)

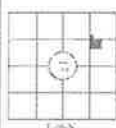
2/21/12	LGALC 1" = 100'
	200' x 100' (441)

08	Yes
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14. NORTH	PC-1453-01
2. ME	



**Bates &
Associates, Inc.**
Civil, Survey & Land Survey



LEGEND:

Planning Area 2 & 3

Permitted Use	Conditional Use	Type of Use
Unit 1		City-wide uses by right
	Unit 4	Cultural & Recreational facilities
Unit 6		Agriculture

(B) Density/Intensity

Planning Area	Density (dwelling units)	Intensity (square feet nonresidential)
1	 Maximum 4 dwelling units Oak Cabin (existing) 2248 W. Markham Tower House (existing) 109 N. Sang Innkeeper House (proposed) 2230 W. Markham Archer Log House (existing) 2115 W. Markham Inn, maximum 4 new rental cabins do not count toward density, as these are not to be utilized as residences	Maximum 33,340 SF Inn: 18,900 SF (proposed) Barn: 6,300 SF (existing) Two-stall barn: 340 SF English Cottage (existing): 1,800 SF Max. 4 cabins: 6,000 SF (1500 SF each proposed, with removal of existing cabins)
2	No dwelling units permitted	Any structure size permitted to be determined by Conditional Use Permit, if requested (Planning Commission)
3	No dwelling units permitted	Any structure size permitted to be determined by Conditional Use Permit, if requested (Planning Commission)

(C) Bulk and area regulations.

Planning Area	Lot width minimum	Lot area minimum	Land area per dwelling unit
1	200 feet (frontage onto a public street)	1 acres	1 acre
2	N/A	3.57 acres	No dwellings permitted
3	N/A	4.18 acres	No dwellings permitted

(D) Setback requirements.

Planning Area	Front	Side	Rear
1	50 feet	10 feet	20 feet
2	50 feet	10 feet	20 feet
3	50 feet	10 feet	20 feet

(E) Height. Maximum height for all structures.

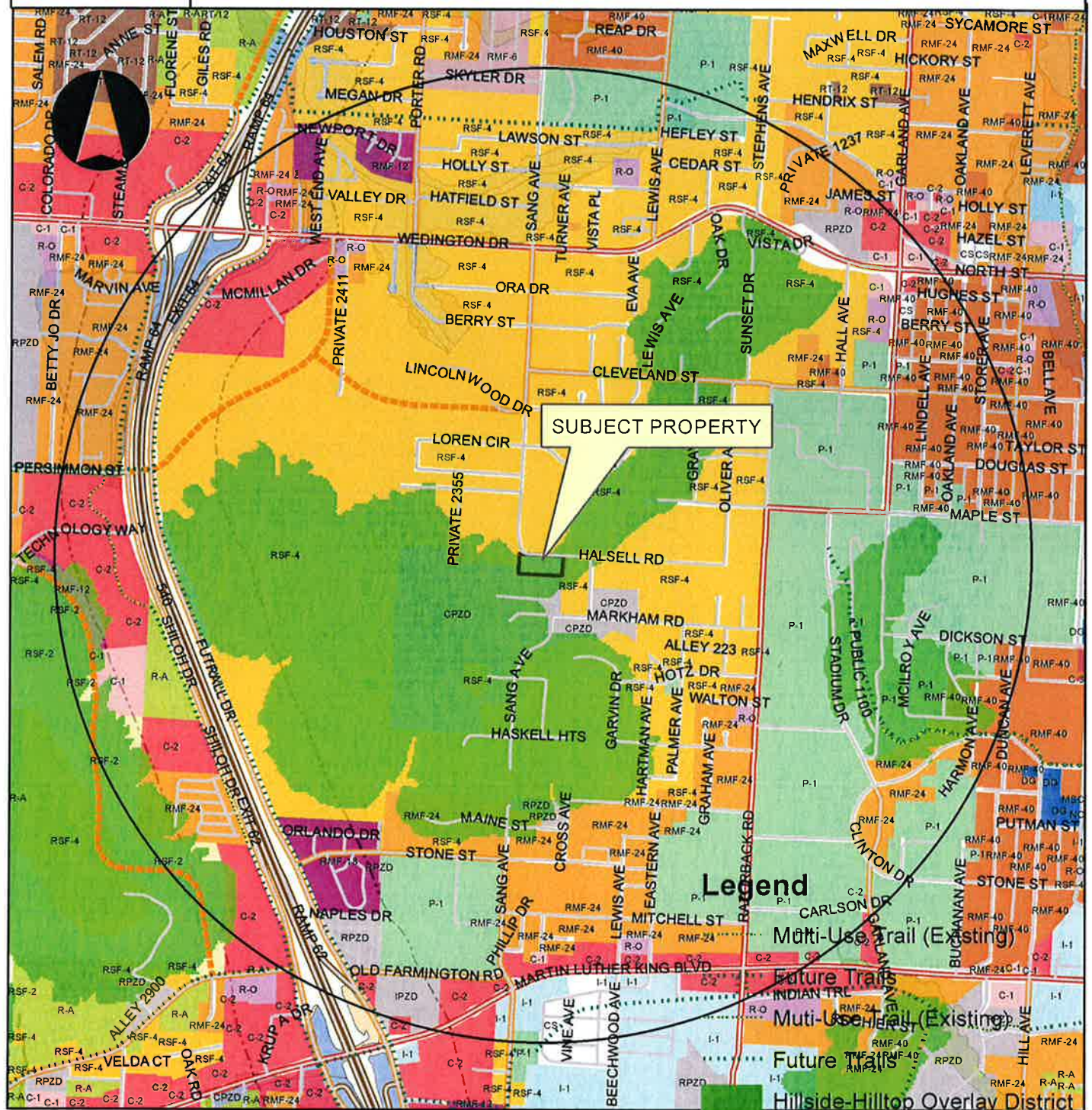
Planning Area	
1	60 feet
2	50 feet
3	50 feet

(F) Building area. In any Planning Area the area occupied by all buildings shall not exceed 25% of the total lot area.

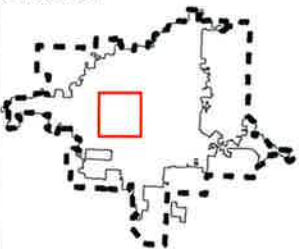
RZN12-4077

HALSELL ROAD/PRATT PLACE INN

One Mile View



Overview



Legend

Subject Property

RZN12-4077

Boundary

0 0.25 0.5

RZN12-4077

Design Overlay District

Planning Area

Fayetteville

1
■ Miles

RZN12-4077

PRATT PLACE INN

Close Up View



SANG AVE

RSF-4

SUBJECT PROPERTY

HALSELL RD

CROSS AVE

CPZD

EVANGELINE LN

MARKHAM RD

SANG AVE

Legend

Fayetteville City Limits

Overview RZN12-4077

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

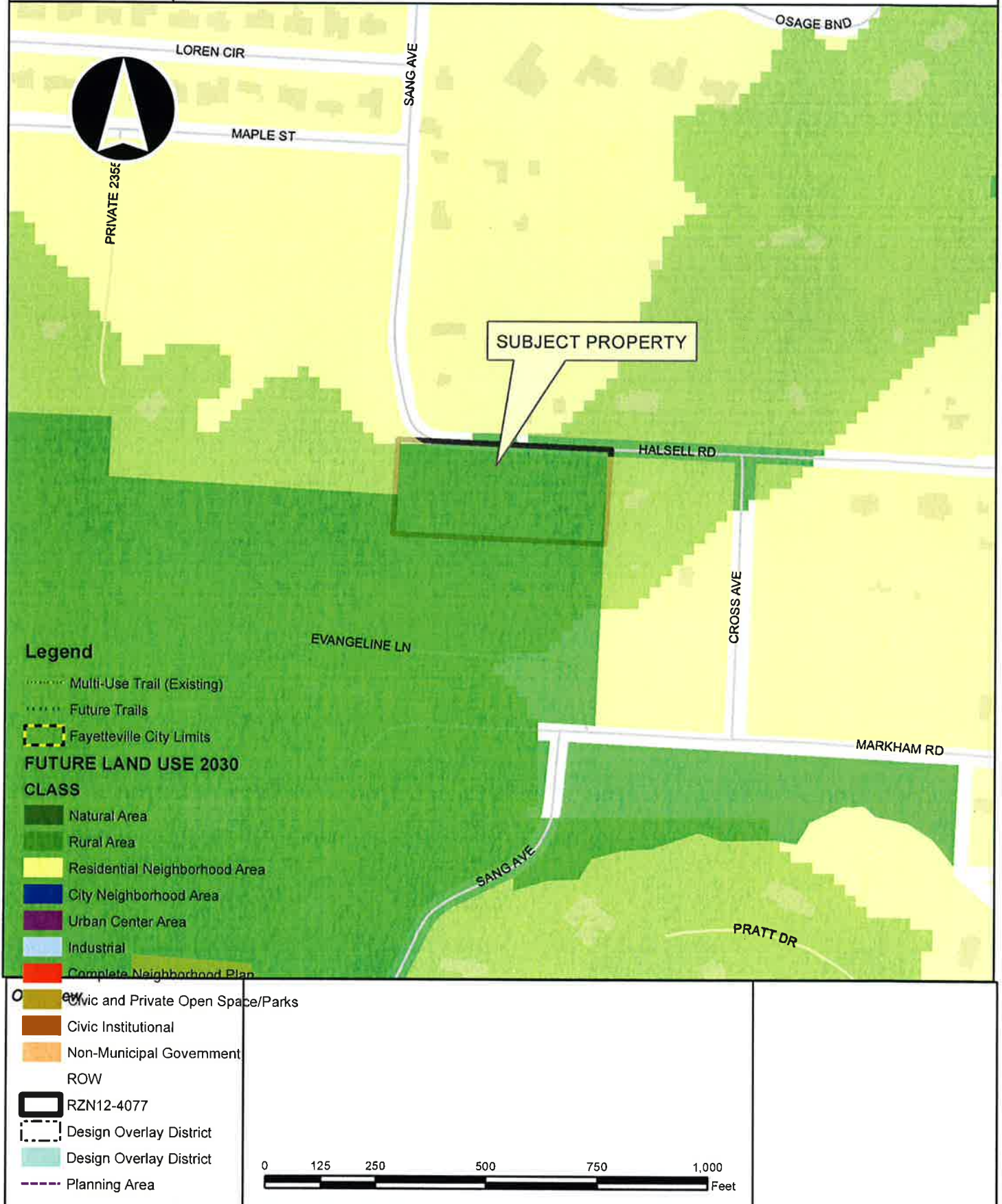
Design Overlay District

Planning Area



RZN12-4077

Future Land Use



Sondra Smith - Re: Fwd: appeal request

From: Sondra Smith
To: Fulcher, Jesse
Date: 4/25/2012 11:18 AM
Subject: Re: Fwd: appeal request
CC: Branson, Lisa
Attachments: Branson, Lisa

Hi Jesse,

May 15, 2012 will be the next meeting. We can get the appeal on the May 15 agenda. Do you have information that you will be submitting regarding the appeal. Thanks!

Sondra E. Smith CAMC, CMC

City Clerk Treasurer

City of Fayetteville

113 West Mountain

Fayetteville, AR 72701

(479) 575-8323

ssmith@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316



>>> Jesse Fulcher 4/25/2012 9:15 AM >>>

Sondra,

Below is a written request for an appeal of a decision by the Planning Commission. Which City Council meeting will this go to?

Thanks, Jesse

>>> julian Archer <profarcher@yahoo.com> 4/24/2012 11:19 PM >>>

Tuesday, April 24, 2012

Mr. Jesse Fulcher
Planning Division

City of Fayetteville, AR

Dear Mr. Fulcher,

We would like to appeal the decision of the Fayetteville Planning Commission at its April 23, 2012, meeting in regards to our rezoning request (RZN 12-4077). Kindly forward this request to the City Clerk and ask that this matter be put on the Fayetteville City Council agenda at the earliest possible date.

Sincerely,

Julian and Jane Archer, owners
2115 West Markham Road
Fayetteville, AR 72701
Tel. and fax 582-5443

MAY 14 2012

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

May 8, 2012

To Mayor Lioneld Jordan and members of the Fayetteville City Council,

This is a memorandum to provide some background on our appeal of the Planning Commission's decision in regard to our rezoning request (RZN-12-4077).

BACKGROUND: My wife Jane and I own approximately 140 acres west of the University of Arkansas and east of I-540. This property was purchased by my grandfather Cassius Pratt in 1900 and was inherited from my mother Evangeline Pratt Waterman Archer in 1979. Not surprisingly, we have received numerous unsolicited offers to sell it, either for a development (it was zoned at the time R-1, now called R-4), or for a huge retirement complex for those who wanted to be in close proximity to the University with all of its cultural and sports offerings, or for private student housing complexes similar to the ones in the offing now around the campus. Instead of selling the whole thing, we held onto it and covered our expenses with the sale of certain portions. The first was a three lot split of 5 acres north of the intersection of Cross and Halsell, then a four lot split of 10 acres off of Hotz, then a three lot split of four acres east of the intersection of Cross and Halsell, then a sale of about 15 acres which became the Waterman Woods development, then a two lot split of 2 ½ acres north of the intersection of Sang and Center (now Haskell), and then a development we did called Bois d'Arc of 19 lots on 25 acres which follows Osage Bend from Cleveland to Sang. All of these lot splits and the development have lots far larger than the minimum city requirements and all of them have protective covenants accompanying the land title which, among other things, provide us with architectural control of all construction. Only our first lot split had no covenants, much to our regret.

This 140 acres is a larger enclave, almost half again as large as the land Alice Walton has provided the Crystal Bridges Museum, and exists near the heart of Fayetteville, a city twice the size of Bentonville. We, of course, do not have the financial resources for preservation that Ms. Walton does and so had to create in 2005-2006 Pratt Place Inn and Barn as a "commercial" venue for lodging and events. This was done by creating a PZD. Alderman Lucas said at the time, "I hope in five years that the inn goes so that it never changes." Five years have past and, despite the

recession starting in 2008 the inn is “going,” having opened with a AAA four-diamond rating, the only inn or hotel in Northwest Arkansas with such a designation and one of only four in the State of Arkansas. It was Planning Division Director Tim Conklin’s idea that the PZD encompass 72 acres instead of our 10 or so acre proposal. We were willing to accept that in 2005 because at the time we did not foresee any complications with it. Our request now before the Planning Commission and the City Council is to take 2.4 acres out of the PZD and do a four lot split, leaving the PZD essentially intact.

Let me paint for you a different picture. If Pratt Place Inn and Barn had failed, as have many projects in this area, the entire PZD and part of the remaining 70 acres to the west of it would have been taken over by banks and sold to developers. If anyone bothers to look at the liens on the property, they can see that Metropolitan Bank, Arkansas Capital, and Bank of America have what are for us staggering obligations owed to them. Further, The Bank of the Ozarks had a lien on another 40 acres to secure their Performance Bond made out to the City of Fayetteville.

If you have not had the occasion to visit either the inn or the barn, we hope that you will make time to do so before the May 15 council meeting. Just stop by and someone on the staff will be pleased to show you around.

HALSELL ROAD 2.4-ACRE LOT SPLIT (RZN 12-4077):

It is bizarre and quite inexplicable to us why the Planning Commission denied our request on April 23. Audience turnout was minimal and no one wrote in opposition, though we understand some phone calls were made in opposition.

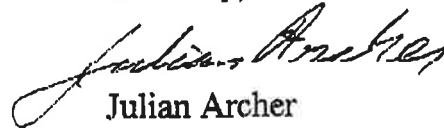
Our letter of March 13, 2012, makes clear that we are requesting a four lot split, not the possible 10 lots (nor a subdivision), and there is a detailed plat provided showing that. We have reaffirmed this with a Bill of Assurance to the City of Fayetteville dated May 2, 2012. The main issue being raised seems to be about the nature of the “buffer” that the 72-acre PZD would provide. This is what is brought up in Ms. Stacey Park’s email to you of May 7 as well as comments by James “Butch” Cogger at the April 23 Planning Commission meeting and by Commissioner Kyle Cook (former Alderman Cook at the time of the PZD hearings of the City Council in 2005).

The “buffer” question is a complete misreading and inaccurate recollection of the discussions at the City Council meetings of September 20, October 4 and 18, and November 1, 2005. Never once was the PZD described as a “buffer” at these meetings and Alderman Cook did not speak at all, neither to ask a question nor to make a comment, at any of these four meetings. The main concerns were about traffic volume, road width, sidewalks, and curb and gutter drainage. We will provide copies of the minutes of these meetings, rather than drawing upon a memory of what was said seven years ago, to any of you who would like them.

In his City Council Agenda Memo of August 31, 2005, then Director of Current Planning, Jeremy Pate, noted on page 5 concerning tree preservation that “The project shall meet or exceed the minimum percent canopy (25%) required for a Planned Zoning Development.” It was not an issue since the 72-acre PZD was, still is, and always will be heavily wooded. In the 16 Conditions of Approval proposed by the Planning Division, Condition 9 stated that “At all times a significant tree canopy and vegetative buffer (visual and physical) shall be maintained adjacent to surrounding properties in Planning Area 1, where non-residential activities are to occur.” This has been the case and would continue to be the case even if every tree and bush on the 2.4 acre proposed lot split were removed! Such a removal of the “tree canopy and vegetative buffer” is not permitted either by the city or our protective covenants. A look at our previous lot splits and development will show how well this has worked. It is interesting that the opposition to the Halsell lot split comes not from the adjacent property owners, with one possible exception, but from a couple of people who live quite a distance away and cannot see from their property the 2.4 acres in question and have little or no reason even to drive on Halsell. At the Planning Commission meetings of August and September, 2006, about the PZD there was some discussion about a tree “buffer”, but this revolved around the need to widen Markham Road, provide a sidewalk, install drainage pipes and curb and gutters which would entail taking down trees. The questioners were assured by staff that a Tree Preservation Plan would be required. (It should be noted that the Pratt Place PZD was the only application processed through a new procedure of getting City Council approval first and then going to the Planning Commission. Shortly afterward the procedure reverted to the original application routing.)

Perhaps all of the above is more than you care to know about this question, but we do not want you to have to try to inform yourselves about it while the council meeting is in progress and certain people are making inaccurate statements, without adequate time to make your decision.

Sincerely,

A handwritten signature in cursive script, appearing to read "Julian Archer", is written over the typed name.

Julian Archer

City Clerk - Halsell Road rezoning RZN 12-4077

From: Ethel Simpson <esimpson@uark.edu>
To: <city_clerk@ci.fayetteville.ar.us>
Date: 6/1/2012 1:50 PM
Subject: Halsell Road rezoning RZN 12-4077

Halsell Road rezoning RZN 12-4077

This is to register my opposition, as a resident on Halsell Road, to this request for rezoning the property at the junction of Sang Avenue and Halsell Road. Access to this property from Sang/Halsell seems problematic because of the steep topography of the land at that point, and preparing sites for several houses would surely require considerable grading and earth-moving, with ill effects on the surrounding area. The narrow streets on either side of this juncture are not conducive to additional traffic.

But **MORE IMPORTANT**, the PZD that allowed the establishment of the Pratt Place Inn-- and the events barn and the tailgating facilities-- stipulated the reservation of large tracts of wooded land along Markham Road, Cross Avenue, and Sang Avenue. These reserved lands were conceded as a buffer against the intrusions of the development into a residential neighborhood. The conditions of the PZD must not be set aside now.

Ethel C. Simpson
409 N. Oliver Avenue
Fayetteville, AR 72701

479-442-2925

City Clerk - RZN 12-4077 opposition

From: Tim Kring <faytownrocks@gmail.com>
To: <city_clerk@ci.fayetteville.ar.us>
Date: 6/1/2012 2:06 PM
Subject: RZN 12-4077 opposition
CC: <rhonda@uark.edu>, <sarahelainelewis@gmail.com>, <jfulcher@ci.fayetteville.ar.us>

Dear City Council and Staff:

I write to oppose RZN 12-4077 (appeal).

I live at 1777 W. Halsell Road, and my property borders a portion of the large Commercial PZD that is known as the Pratt Place in C-PZD. I am not adjacent to the specific lot in this rezoning request.

As I understand it, this is an appeal to rezone property that was initially part of the commercial PZD establishing the Pratt Place Inn (and barn). On the face of it, the requested RSF-4 certainly seems appropriate for the neighborhood. However, those on the City Council (and Planning Commission) at the time likely recall that the protracted approval process for the Pratt Place Inn was granted largely due to the setting-aside of large tracts of the developer's property within the C-PZD. Included in this C-PZD is land on either side of Markham and Cross (by their intersection) and the land on the south end of Sang (both sides).

In the newspaper article a few weeks ago, the agent for developer asked "What are the Pratt Place Inn owners to do with the property if they can't rezone it?". That question was answered by the Pratt Place Inn owners themselves when they specifically requested such a large area placed within the PZD in order to gain approval of Pratt Place Inn C-PZD by the commission and council. This request is not the same as an individual land owner trying to develop an isolated parcel. This parcel was codified as part of the whole Pratt Place Inn C-PZD.

I believe that if this rezoning of the C-PZD is granted, the developer will have succeeded in creating a very effective shelter for their properties by including land in the C-PZD only until it becomes economically advantageous to sell off a parcel (and have it rezoned). If granted, I believe that this first attempt to "chip away" at the large, approved C-PZD will certainly be referenced as the developer decides to sell off additional tracts of the C-PZD in the future and request additional rezoning.

Therefore, I do not support the rezoning request. I do appreciate your service to the city, and respect that your decisions never satisfy all parties concerned. At the end of the day, you have my respect and support, regardless of the final decisions reached.

Tim Kring
1777 W. Halsell Rd
Fayetteville
faytownrocks@gmail.com

City Clerk - Halsell Rezoning (RZN:12-4077)

From: "Barbara Fraleigh" <barbara@secureusinc.com>
To: <city_clerk@ci.fayetteville.ar.us>
Date: 6/1/2012 3:16 PM
Subject: Halsell Rezoning (RZN:12-4077)

Dear City Council,

This letter is to request that you deny the appealed request to rezone the property in the corner of Halsell & Sang (RZN:12-4077). The request was denied by the Planning Commission on April 23. I greatly appreciate their decision.

In the original request by the Archers to establish the CPZD for Pratt Place, there was an agreement to leave a buffer between the commercial uses of the Archers and the surrounding, established residential neighborhood. This land should remain part of the PZD as it was originally established. This is what the Archers and the City agreed upon at the time. It is important as our city grows and there is an increased pressure to build, that we respect the agreements made in the past. As residents, we rely on your insight and decision making to protect our established neighborhoods.

Additionally, this property is on a very steep hillside, fronting a narrow and curved street. It is not very suitable for building and provides an excellent opportunity for green space.

Thank you very much for your consideration.

Barbara Fraleigh
1624 W. Halsell Road (Ward 4)

From: Jesse Fulcher
To: City Clerk; Kring, Tim
CC: rhonda@uark.edu; sarahelainelewis@gmail.com
Date: 6/1/2012 4:14 PM
Subject: Re: RZN 12-4077 opposition

Mr. Kring,

Thank you for taking time to provide feedback on the proposed rezoning request. The City Clerk's office will provide a copy of your comments to the council members.

Sincerely,

Jesse Fulcher

Jesse Fulcher
Current Planner
City of Fayetteville
479-575-8267
jfulcher@ci.fayetteville.ar.us
(TDD 479-521-1316 Telecommunication Device for the Deaf)

>>> Tim Kring <faytownrocks@gmail.com> 6/1/2012 2:06 PM >>>
Dear City Council and Staff:

I write to oppose RZN 12-4077 (appeal).

I live at 1777 W. Halsell Road, and my property borders a portion of the large Commercial PZD that is known as the Pratt Place in C-PZD. I am not adjacent to the specific lot in this rezoning request.

As I understand it, this is an appeal to rezone property that was initially part of the commercial PZD establishing the Pratt Place Inn (and barn). On the face of it, the requested RSF-4 certainly seems appropriate for the neighborhood. However, those on the City Council (and Planning Commission) at the time likely recall that the protracted approval process for the Pratt Place Inn was granted largely due to the setting-aside of large tracts of the developer's property within the C-PZD. Included in this C-PZD is land on either side of Markham and Cross (by their intersection) and the land on the south end of Sang (both sides).

In the newspaper article a few weeks ago, the agent for developer asked "What are the Pratt Place Inn owners to do with the property if they can't rezone it?". That question was answered by the Pratt Place Inn owners themselves when they specifically requested such a large area placed within the PZD in order to gain approval of Pratt Place Inn C-PZD by the commission and council. This request is not the same as an individual land owner trying to develop an isolated parcel. This parcel was codified as part of the whole Pratt Place Inn C-PZD.

I believe that if this rezoning of the C-PZD is granted, the developer will have succeeded in creating a very effective *shelter* for their properties

by including land in the C-PZD only until it becomes economically advantageous to sell off a parcel (and have it rezoned). If granted, I believe that this first attempt to "chip away" at the large, approved C-PZD will certainly be referenced as the developer decides to sell off additional tracts of the C-PZD in the future and request additional rezoning.

Therefore, I do not support the rezoning request. I do appreciate your service to the city, and respect that your decisions never satisfy all parties concerned. At the end of the day, you have my respect and support, regardless of the final decisions reached.

Tim Kring
1777 W. Halsell Rd
Fayetteville
faytownrocks@gmail.com

City Clerk - halsell planned rezoning

From: Rebecca Harrison <rebeccanewth@gmail.com>
To: <city_clerk@ci.fayetteville.ar.us>
Date: 6/1/2012 4:25 PM
Subject: halsell planned rezoning

Dear People involved, Please note that I do not support the rezoning of the Pratt Place Inn area because the first request was granted with the express statement that this would be all that would be sold off. As an owner of nearly an acre of land myself on Oliver I would not like to know that what had once be declared set could be changed and further cut up. Rebecca Newth Harrison

City Clerk - Fwd: Halsell rezoning RZN (12-4077)

From: Fran Alexander <fran@deane-alexander.com>
To: City Clerk <city_clerk@ci.fayetteville.ar.us>
Date: 6/4/2012 10:35 PM
Subject: Fwd: Halsell rezoning RZN (12-4077)

Begin forwarded message:

From: Fran Alexander <fran@deane-alexander.com>
Date: June 4, 2012 12:29:33 PM CDT
Cc: <ward1_pos1@ci.fayetteville.ar.us>,
<ward3_pos2@ci.fayetteville.ar.us>,
<ward1_pos2@ci.fayetteville.ar.us>,
<ward3_pos1@ci.fayetteville.ar.us>,
<ward2_pos1@ci.fayetteville.ar.us>, <citycouncil@matthewpetty.org>,
<ward4_pos1@ci.fayetteville.ar.us>, <sarahelainelewis@gmail.com>,
<mayor@ci.fayetteville.ar.us>
Bcc: Wade Elaine <ew.buddhabudi@gmail.com>
Subject: Halsell rezoning RZN (12-4077)

To the City Council---

As you may or may not know, I am the co-owner of property in the Halsell/Cross/Markham area, which will be affected by the rezoning requested by the Archers to change the PZD they agreed to in 2005.

A great deal of neighborhood input and time went into the settlement in '05 of this PZD request and for good reason. Putting a substantial commercial development into the middle of a private home neighborhood is very intrusive and reaching a compromise with neighbors after a long and laborious process requires much effort on both sides of an issue.

Once zoning is established, people go ahead and make plans around those parameters about their own property, even decisions of whether to continue to stay on land they originally purchased for its specific characteristics. Zoning is a city promise of sorts, an agreement that property owners count on without worrying that their chosen spot will be altered greatly and their investment decreased because of a broken promise or a change in property use by a neighbor.

This is the situation with the Halsell rezoning request before you. This is not an infill issue or even a single property owner's rights issue. It is an issue about an agreement made with a neighborhood in order to broker the placement of a commercial entity, that comes with numerous activities that create noise and traffic, where it would ordinarily not be allowed. This PZD rezoning was reached in 2005, and weakening its restrictions now, while the neighborhood conditions and character surrounding this commercial space have not changed, is not right.

Chipping away at the PZD here could easily lead to more chipping later, rendering the PZD concept and promise worthless not just in this location but city-wide. (The phrase, "*Not worth the paper it's written on,*" comes to mind.)

Please deny this rezoning request.

Thank you,

Fran Alexander

City Clerk - Halsell & Cleveland PZDs

From: Nancy McCartney <nmccartn@hotmail.com>
To: <city_clerk@ci.fayetteville.ar.us>
Date: 6/5/2012 2:46 PM
Subject: Halsell & Cleveland PZDs

For all the eloquent reasons expressed by others who have written, I am not happy with either proposal, but especially the Cleveland expansion. There is already a terrible amount of traffic there, with convoluted patterns at the 7:45 am hour (I avoid Leverett let-out at the other end of the day) which is not good for pedestrians, car drivers nor especially the children. Please reconsider. We've already lost one school child in University Heights.

Nancy McCartney
1638 West Maple
Fayetteville, AR 72701
521-6872

City of Fayetteville Staff Review Form

B. 2
Proposed 2013-2017 Five-Year
Capital Improvements Plan
Page 1 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

6/5/2012

City Council Meeting Date
Agenda Items Only

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approve a resolution adopting the Proposed 2013-2017 Five Year Capital Improvements Plan.

N/A

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Paul A. Behn

5-22-2012

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

C. A. Miller

5-22-12

Date

Finance and Internal Services Director

Marta Hentweck

5/18/12

Date

Received in City Clerk's Office 05-13-12 P03:22 RCVD

Chief of Staff

Sam Mann

5/22/12

Date

Received in
Mayor's Office

ENTERED
5/22/12
PK

Mayor

Donald Jordan

5/22/12

Date

Comments:

Sabled to the 6/19/12 cc mtg.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2013-2017 FIVE-YEAR CAPITAL
IMPROVEMENTS PLAN**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby adopts the 2013-2017 Five-Year Capital Improvements Plan, a copy of which is attached to this Resolution as Exhibit "A" and incorporated herein.

PASSED and APPROVED this 5th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Handed out at Agenda Session 5/29/12



2013-2017 Five Year Capital Improvements Program

May 29, 2012

EXHIBIT

A

tabbles

Capital Improvements Projects By Project Area – All Funding Sources

Project Area	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
Bridge & Drainage	360,000	360,000	360,000	360,000	360,000	1,800,000
Information Technology	950,000	620,000	520,000	455,000	390,000	2,935,000
Other	1,001,000	930,000	875,000	649,000	646,000	4,101,000
Parks	1,441,000	904,000	829,000	835,000	851,000	4,860,000
Public Safety	1,118,000	1,157,000	1,180,000	1,226,000	2,045,000	6,726,000
Solid Waste	1,849,000	200,000	524,000	138,000	275,000	2,986,000
Trail	1,548,000	1,641,000	1,650,000	1,679,000	1,670,000	8,188,000
Transportation	2,139,000	2,352,000	2,616,000	2,978,000	2,385,000	12,470,000
Vehicles & Equipment	4,365,000	2,925,000	3,177,000	4,529,000	3,637,000	18,633,000
Water & Sewer	5,883,000	5,810,000	5,832,000	5,753,000	5,835,000	29,113,000
	<u>20,654,000</u>	<u>16,899,000</u>	<u>17,563,000</u>	<u>18,602,000</u>	<u>18,094,000</u>	<u>91,812,000</u>

Capital Improvements Projects

Sales Tax Capital Improvements Fund

By Project Category

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Sales Tax Capital Improvements Funding - By Project Category

Project Category	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
Bridge & Drainage	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$1,800,000
Fire	591,000	690,000	651,000	651,000	1,314,000	3,897,000
Information Tech.	950,000	620,000	520,000	455,000	390,000	2,935,000
Library	405,000	414,000	430,000	439,000	449,000	2,137,000
Other Capital	449,000	456,000	445,000	210,000	197,000	1,757,000
Parks & Recreation	178,000	184,000	89,000	75,000	71,000	597,000
Police	367,000	302,000	359,000	400,000	551,000	1,979,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Trail	1,548,000	1,641,000	1,650,000	1,679,000	1,670,000	8,188,000
Transportation	1,957,000	2,221,000	2,484,000	2,845,000	2,251,000	11,758,000
	<u>\$6,905,000</u>	<u>\$6,988,000</u>	<u>\$7,088,000</u>	<u>\$7,214,000</u>	<u>\$7,353,000</u>	<u>\$35,548,000</u>

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
2130 - PARKING FUND:							
<u>Parking Improvements</u>							
Parking & Telecommunications (D840)							
Parking Revenue PCI Compliance Upgrade	17	52,000	0	0	0	0	52,000
Parking Lot Improvements and Overlays	18	30,000	31,000	32,000	33,000	34,000	160,000
		82,000	31,000	32,000	33,000	34,000	212,000
2130 - Parking Fund Total		82,000	31,000	32,000	33,000	34,000	212,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

<u>Funding Source / Category / Division</u>	<u>Page #</u>	<u>Budget 2013</u>	<u>Budget 2014</u>	<u>Budget 2015</u>	<u>Budget 2016</u>	<u>Budget 2017</u>	<u>Total 2013-2017</u>
2250 - PARKS DEVELOPMENT FUND:							
<u>Parks & Recreation Improvements</u>							
Parks & Recreation (D460)							
Community Park Improvements	19	700,000	683,000	700,000	673,000	420,000	3,176,000
Regional Park Development	20	563,000	0	0	87,000	360,000	1,010,000
Parks & Recreation Office Renovation	21	0	37,000	40,000	0	0	77,000
		<u>1,263,000</u>	<u>720,000</u>	<u>740,000</u>	<u>760,000</u>	<u>780,000</u>	<u>4,263,000</u>
2250 - Parks Development Fund Total		<u>1,263,000</u>	<u>720,000</u>	<u>740,000</u>	<u>760,000</u>	<u>780,000</u>	<u>4,263,000</u>

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
2300 - IMPACT FEE FUND:							
<u>Fire Improvements</u>							
Fire Department (D300)							
Fire Impact Improvements	23	74,000	77,000	80,000	83,000	86,000	400,000
		74,000	77,000	80,000	83,000	86,000	400,000
<u>Police Improvements</u>							
Police (D200)							
Police Impact Improvements	24	86,000	88,000	90,000	92,000	94,000	450,000
		86,000	88,000	90,000	92,000	94,000	450,000
<u>Water & Sewer Improvements</u>							
Utilities Director (D900)							
Wastewater Impact Improvements	25	400,000	400,000	400,000	400,000	400,000	2,000,000
Water Impact Improvements	26	500,000	500,000	500,000	500,000	500,000	2,500,000
		900,000	900,000	900,000	900,000	900,000	4,500,000
		1,060,000	1,065,000	1,070,000	1,075,000	1,080,000	5,350,000
2300 - Impact Fee Fund Total							

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
4470 - SALES TAX CAPITAL IMPROVEMENTS FUND:							
<u>Bridge & Drainage Improvements</u>							
Engineering (D610)							
Stormwater Quality Management	27	160,000	160,000	160,000	160,000	160,000	800,000
Other Drainage Improvements	28	200,000	200,000	200,000	200,000	200,000	1,000,000
		360,000	360,000	360,000	360,000	360,000	1,800,000
<u>Fire Improvements</u>							
Fire Department (D300)							
Fire Apparatus Purchases	29	426,000	426,000	466,000	506,000	1,169,000	2,993,000
Fire Facility Maintenance	30	125,000	125,000	165,000	125,000	125,000	665,000
Fire Information Technology Updates	31	40,000	139,000	20,000	20,000	20,000	239,000
		591,000	690,000	651,000	651,000	1,314,000	3,897,000
<u>Information Technology Improvements</u>							
Budget & Research (D540)							
Enterprise Data Warehouse System	32	97,000	0	0	0	0	97,000
Information Technology (D440)							
Exchange/Office Upgrade	33	220,000	150,000	150,000	0	0	520,000
Local Area Network (LAN) Upgrade	34	140,000	150,000	135,000	135,000	145,000	705,000
Data Center Relocation	35	220,000	0	0	0	0	220,000
Backup Storage Appliance	36	75,000	0	0	0	0	75,000
Microcomputer & Printer Replacements	37	68,000	90,000	75,000	75,000	75,000	383,000
Storage Area Network (SAN)	38	40,000	40,000	40,000	120,000	40,000	280,000
Geographic Information System (GIS)	39	50,000	70,000	75,000	75,000	80,000	350,000
AccessFayetteville Technical Improvements	40	25,000	100,000	30,000	30,000	30,000	215,000
Document Management	41	15,000	20,000	15,000	20,000	20,000	90,000
		950,000	620,000	520,000	455,000	390,000	2,935,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
<u>Library Improvements</u>							
Library (D150)							
Library Materials Purchases	42	375,000	383,000	398,000	406,000	415,000	1,977,000
Library Computer Replacements	43	30,000	31,000	32,000	33,000	34,000	160,000
		405,000	414,000	430,000	439,000	449,000	2,137,000
<u>Other Capital Improvements</u>							
Accounting & Audit (D510)							
Accounting Image Scanner & Check Sealer	44	5,000	5,000	0	0	0	10,000
Audit Expense	45	7,000	7,000	7,000	7,000	7,000	35,000
Building Maintenance (D530)							
Building Improvements	46	119,000	120,000	121,000	123,000	125,000	608,000
City Clerk/Treasurer (D130)							
Legislative Management/Agenda Routing	47	33,000	0	0	0	0	33,000
City Clerk Document Management Equipment	48	0	22,000	47,000	10,000	10,000	89,000
City Council iPads	49	0	7,000	0	0	0	7,000
Government Channel (D710)							
City Hall Audio-Visual Renovation	50	70,000	100,000	100,000	0	0	270,000
Television Center Equipment	51	50,000	50,000	50,000	50,000	50,000	250,000
Television Center Digital Conversion	52	75,000	75,000	100,000	0	0	250,000
Remote Meeting Recording	53	50,000	0	0	0	0	50,000
Location Production System	54	0	65,000	0	0	0	65,000
Digital Signage Implementation	55	0	0	15,000	15,000	0	30,000
Parking & Telecommunications (D840)							
Telecommunication Systems Upgrades	56	5,000	5,000	5,000	5,000	5,000	25,000
Purchasing (D550)							
Citywide Building Insurance Appraisal Study	57	35,000	0	0	0	0	35,000
		449,000	456,000	445,000	210,000	197,000	1,757,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
<u>Parks & Recreation Improvements</u>							
Parks & Recreation (D460)							
Forestry, Safety and ADA	58	31,000	31,000	31,000	31,000	31,000	155,000
Native Grasses Program	59	10,000	10,000	10,000	10,000	10,000	50,000
Lights of the Ozarks	60	23,000	23,000	23,000	23,000	23,000	115,000
Tree Escrow	61	114,000	62,000	25,000	11,000	7,000	219,000
Fayetteville Senior Center Parking Lot & Drainage	62	0	58,000	0	0	0	58,000
		178,000	184,000	89,000	75,000	71,000	597,000
<u>Police Improvements</u>							
Police (D200)							
Police Bulletproof Vests	63	10,000	11,000	42,000	10,000	10,000	83,000
Police Building Improvements	64	25,000	25,000	25,000	75,000	25,000	175,000
Police Technology Improvements	65	40,000	70,000	25,000	25,000	25,000	185,000
Police Unmarked Vehicles	66	57,000	72,000	72,000	72,000	126,000	399,000
Police Equipment Replacement	67	20,000	20,000	35,000	25,000	10,000	110,000
Police Specialized Equipment	68	55,000	64,000	32,000	28,000	85,000	264,000
Police Patrol Vehicle Electronic Upgrades	69	160,000	0	43,000	0	200,000	403,000
Police Network/Server Replacements	70	0	30,000	75,000	150,000	30,000	285,000
Police K-9 Replacement	71	0	10,000	10,000	0	0	20,000
Police Weapons Replacement	72	0	0	0	15,000	40,000	55,000
		367,000	302,000	359,000	400,000	551,000	1,979,000
<u>Street Improvements</u>							
Engineering (D610)							
Street ROW/Intersection/Cost Sharing	73	100,000	100,000	100,000	100,000	100,000	500,000
		100,000	100,000	100,000	100,000	100,000	500,000
<u>Trail Improvements</u>							
Transportation Services (D800)							
Trail Development	74	1,548,000	1,641,000	1,650,000	1,679,000	1,670,000	8,188,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
		1,548,000	1,641,000	1,650,000	1,679,000	1,670,000	8,188,000
<u>Transportation Improvements</u>							
Transportation Services (D800)							
In-House Pavement Improvements	75	1,842,000	1,551,000	1,695,000	1,955,000	1,576,000	8,619,000
Sidewalk Improvements	76	115,000	520,000	639,000	740,000	525,000	2,539,000
Traffic Signal Improvements	77	0	150,000	150,000	150,000	150,000	600,000
		1,957,000	2,221,000	2,484,000	2,845,000	2,251,000	11,758,000
4470 - Sales Tax Capital Improvements Fund Total		6,905,000	6,988,000	7,088,000	7,214,000	7,353,000	35,548,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
5400 - WATER & SEWER FUND:							
<u>Wastewater Treatment Improvements</u>							
Utilities Director (D900)							
Phosphorus Standards Management	79	50,000	50,000	50,000	50,000	50,000	250,000
Wastewater Treatment Plant (D930)							
Disinfection System Replacement - W.W.T.P.	80	1,000,000	0	0	0	0	1,000,000
Irrigation Reels - W.W.T.P.	81	151,000	161,000	0	0	0	312,000
Plant Pumps and Equipment - W.W.T.P.	82	200,000	225,000	225,000	225,000	225,000	1,100,000
Upgrade/Replace Lift Stations - W.W.T.P.	83	100,000	100,000	150,000	150,000	180,000	680,000
Building Improvements - W.W.T.P.	84	56,000	33,000	35,000	35,000	35,000	194,000
		1,557,000	569,000	460,000	460,000	490,000	3,536,000
<u>Water & Sewer Improvements</u>							
Water & Sewer Maintenance (D910)							
Water System Rehabilitation and Replacement	85	1,010,000	1,150,000	2,095,000	1,825,000	2,055,000	8,135,000
Water/Sewer Relocate for Street Bonds	86	500,000	500,000	500,000	500,000	500,000	2,500,000
Sanitary Sewer Rehabilitation	87	1,210,000	1,000,000	1,200,000	1,250,000	1,250,000	5,910,000
Water/Sewer Impact Fee Cost Sharing	88	275,000	275,000	275,000	275,000	275,000	1,375,000
Water/Sewer Equipment Expansions	89	38,000	220,000	45,000	8,000	0	311,000
Baxter Water Tanks Painting	90	0	850,000	0	0	0	850,000
		3,033,000	3,995,000	4,115,000	3,858,000	4,080,000	19,081,000
<u>Water & Sewer Services Improvements</u>							
Billing & Collections (D520)							
Printer Replacements	91	30,000	0	0	0	0	30,000
Business Office Improvements	92	20,000	20,000	20,000	20,000	20,000	100,000
Information Technology (D440)							
Business Office Technology Improvements	93	30,000	15,000	12,000	10,000	10,000	77,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
Water & Sewer Maintenance (D910)							
Water Meters	94	313,000	311,000	315,000	325,000	325,000	1,589,000
Backflow Prevention Assemblies	95	0	0	10,000	10,000	10,000	30,000
Water/Sewer Rate Study	96	0	0	0	170,000	0	170,000
		<u>393,000</u>	<u>346,000</u>	<u>357,000</u>	<u>535,000</u>	<u>365,000</u>	<u>1,996,000</u>
5400 - Water & Sewer Fund Total		<u>4,983,000</u>	<u>4,910,000</u>	<u>4,932,000</u>	<u>4,853,000</u>	<u>4,935,000</u>	<u>24,613,000</u>

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
5500 - SOLID WASTE FUND:							
<u>Solid Waste Improvements</u>							
Solid Waste & Recycling (D920)							
Recycling Baler	97	538,000	0	0	0	0	538,000
Solid Waste Compactors	98	126,000	130,000	134,000	138,000	142,000	670,000
Solid Waste Facility - Transfer Station Expansion	99	635,000	0	0	0	0	635,000
Recycling Drop Off Facility (North / Central)	100	66,000	70,000	0	0	0	136,000
Recycling Improvements	101	28,000	0	0	0	0	28,000
Solid Waste Compost Site Slab Expansion	102	416,000	0	0	0	0	416,000
Solid Waste Mad Vac	103	40,000	0	0	0	0	40,000
Recycling Commercial Expansion (Organics)	104	0	0	390,000	0	0	390,000
Solid Waste Rate Study	105	0	0	0	0	133,000	133,000
		<u>1,849,000</u>	<u>200,000</u>	<u>524,000</u>	<u>138,000</u>	<u>275,000</u>	<u>2,986,000</u>
5500 - Solid Waste Fund Total		<u>1,849,000</u>	<u>200,000</u>	<u>524,000</u>	<u>138,000</u>	<u>275,000</u>	<u>2,986,000</u>

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

<u>Funding Source / Category / Division</u>	<u>Page #</u>	<u>Budget 2013</u>	<u>Budget 2014</u>	<u>Budget 2015</u>	<u>Budget 2016</u>	<u>Budget 2017</u>	<u>Total 2013-2017</u>
5550 - AIRPORT FUND:							
<u>Aviation Improvements</u>							
Aviation (D810)							
Airport Self Serve Station Upgrade	107	10,000	0	0	0	0	10,000
Airport Roof Replacements	108	41,000	60,000	0	0	0	101,000
Airport Sprinkler System Replacement - White Hangar	109	65,000	0	0	0	0	65,000
Airport ARFF Personal Protective Gear Replacement	110	31,000	0	0	0	0	31,000
		<u>147,000</u>	<u>60,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>207,000</u>
5550 - Airport Fund Total		<u>147,000</u>	<u>60,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>207,000</u>

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

Funding Source / Category / Division	Page #	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017	Total 2013-2017
9700 - SHOP FUND:							
<u>Vehicles & Equipment Improvements</u>							
Fleet Operations (D830)							
Fleet - Police/Passenger Vehicles	111	329,000	300,000	336,000	312,000	283,000	1,560,000
Fleet - Solid Waste Vehicles/Equipment	112	1,151,000	931,000	598,000	1,345,000	1,085,000	5,110,000
Fleet - Construction Equipment	113	437,000	0	587,000	123,000	195,000	1,342,000
Fleet - Backhoes/Loaders	114	608,000	463,000	381,000	182,000	414,000	2,048,000
Fleet - Other Vehicles and Equipment	115	969,000	205,000	123,000	732,000	608,000	2,637,000
Fleet - Tractor/Mowers	116	267,000	161,000	179,000	248,000	57,000	912,000
Fleet - Light / Medium Utility Vehicles	117	604,000	760,000	740,000	762,000	596,000	3,462,000
Fleet - Heavy Utility Vehicles	118	0	105,000	233,000	825,000	399,000	1,562,000
		<u>4,365,000</u>	<u>2,925,000</u>	<u>3,177,000</u>	<u>4,529,000</u>	<u>3,637,000</u>	<u>18,633,000</u>
9700 - Shop Fund Total		<u>4,365,000</u>	<u>2,925,000</u>	<u>3,177,000</u>	<u>4,529,000</u>	<u>3,637,000</u>	<u>18,633,000</u>

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
Comprehensive Detail

<u>Funding Source / Category / Division</u>	<u>Page #</u>	<u>Budget 2013</u>	<u>Budget 2014</u>	<u>Budget 2015</u>	<u>Budget 2016</u>	<u>Budget 2017</u>	<u>Total 2013-2017</u>
All Funding Sources - Total		<u>20,654,000</u>	<u>16,899,000</u>	<u>17,563,000</u>	<u>18,602,000</u>	<u>18,094,000</u>	<u>91,812,000</u>

CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
UNFUNDED PROJECTS

AVIATION IMPROVEMENTS:

Airport Aircraft Parking Ramp Rehabilitation	\$ 500,000
Airport Corporate Hangar Construction	652,000
Airport Obstruction Removal	260,000
Airport Runway Extension EA/EIS	150,000
Airport Widening of Taxiways B, C, & F	1,225,000
	<u>2,787,000</u>

FIRE IMPROVEMENTS:

Fire Station #2 Replacement	2,300,000
Kid's Safety Park & City Training Complex	1,690,000
	<u>3,990,000</u>

INFORMATION TECHNOLOGY IMPROVEMENTS:

ERP Upgrade/Replacement	1,000,000
Hansen Version 8 Upgrade	195,000
	<u>1,195,000</u>

LIBRARY IMPROVEMENTS:

Library Computer Replacements	85,000
Library Materials Purchases	222,000
	<u>307,000</u>

PARKS & RECREATION IMPROVEMENTS:

Community Park Improvements	435,000
Regional Park Development	18,304,000
	<u>18,739,000</u>

POLICE IMPROVEMENTS:

Police Headquarters Building	17,500,000
Police Records Management System	850,000
Police Unmarked Vehicles	33,000
	<u>18,383,000</u>

SOLID WASTE IMPROVEMENTS:

Recycling Facility - Construction / Demolition (C&D)	1,560,000
Solid Waste Facility - Recycling Center (MRF) Expansion	4,985,000
	<u>6,545,000</u>

STREET IMPROVEMENTS:

Matching Funds for Federal STP-A funding	6,250,000
Razorback Road (Hwy 112) Improvements	1,250,000
	<u>7,500,000</u>

TRANSPORTATION IMPROVEMENTS:

Asphalt Plant	1,300,000
In-House Pavement Improvements	953,000
Sidewalk Improvements	151,000
	<u>2,404,000</u>

WATER & SEWER IMPROVEMENTS:

Water Line Replacement, Gregg, Township - Sycamore	1,500,000
Water Line Replacement, MLK, Finger Rd - Barbara	1,775,000
Water/Sewer Relocation Old Wire, Mission - Crossover	5,030,000
	<u>8,305,000</u>

TOTAL - UNFUNDED \$ 70,155,000

City of Fayetteville, Arkansas

2013-2017
Five Year
Capital Improvements
Plan

Proposed



AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF June 05, 2012

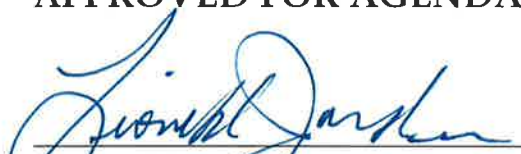
FROM: Mayor Lioneld Jordan
Council Member Matthew Petty
Council Member Sarah Lewis

ORDINANCE TITLE AND SUBJECT:

ADM 11-3655: Residential Energy Code

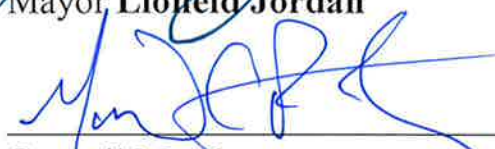
An ordinance to amend the Residential Energy Code, adopting the 2009 IECC Energy Code for Residential Construction, with the addition of a Home Energy Rating System (HERS) requirement.

APPROVED FOR AGENDA:



Mayor **Lioneld Jordan**

5/18/12
Date



Council Member **Matthew Petty**

5/21/2012
Date



Council Member **Sarah Lewis**

5/21/12
Date

Packet Prepared by:



Jeremy Pate
Director of Development Services

05.17.2012
Date

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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan
City Council

CC: Don Marr, Chief of Staff
Kit Williams, City Attorney
Jeremy Pate, Development Services Director
David Molaschi, Building Official

From: Leif Olson, Associate Planner

Date: May 17, 2012

Subject: ADM 11-3655 Residential Building Codes

PURPOSE

In July of 2011, Mayor Lioneld Jordan and Alderman Matthew Petty co-sponsored Resolution 117-11 to have city staff examine City building codes and recommend amendments to further promote sustainable practices and energy conservation for City Council consideration.

BACKGROUND

The City of Fayetteville, along with the rest of the State, has consistently followed the State of Arkansas' lead on building code adoption to regulate construction practices in the commercial and residential sectors. Currently, the State requires compliance with an amended 2003 International Energy Conservation Code (IECC). Since the State's adoption of the 2003 IECC there have been three IECC updates (2006, 2009 and 2012). Due to Arkansas' rural nature the State Building Codes are not regularly updated to the newer standards, primarily because rural areas may not have the resources to adequately enforce these codes. Unfortunately, that leaves the more urban areas of the State regulating building practices with the older, less energy efficient standards unless a municipality chooses to adopt more stringent standards. In addition, Northwest Arkansas is unique our counterparts in the central, south and east parts of the state in that we are situated in a different climate zone. Many peer urban areas in the climate zone in which Fayetteville is situated (Springfield, Joplin, Columbia, MO; Lawrence, Manhattan, KS; Bowling Green, KY; Nashville, TN) have adopted new energy codes for building construction.

In December 2007, the Mayor's Ad-Hoc Committee on Energy Efficient Construction was assembled with the goal of improving energy efficiency. The Committee quickly narrowed its focus on new residential construction and created the voluntary Residential Energy Efficiency Program (REEP) and the Fayetteville Energy Scorecard. Unfortunately, the voluntary REEP program has not resulted in the widespread adoption of green building practices that the City had hoped for in the 4 years since it was adopted.

On July 5, 2011 the City Council passed Resolution 117-11 directing City Staff to examine Fayetteville's current building codes and recommend possible changes to encourage energy efficiency improvements for City Council consideration. A Residential Building Code Task Force was formed comprised of local home builders, architects and energy performance consultants tasked with researching, modeling and developing a recommendation for the adoption of energy code changes. Included in the staff report is the research and energy modeling analysis conducted by the Residential Building Code Task

Force as well as a report prepared by the U.S. Department of Energy titled “Impacts of the 2009 IECC on Residential Buildings in Arkansas”. Together these analyses paint a clear picture of the improvements that can be made upon the existing energy codes for residential construction, and what the cost and benefit will be to the consumer.

RECOMMENDATION

After completing substantial research and home energy modeling, the Residential Building Code Task Force and City staff recommends adopting the 2009 IECC for residential construction with an additional requirement for a Home Energy Rating (HERS) for all new residential structures. After consulting with Home Builders Association membership representatives on multiple occasions, staff is also recommending a delayed implementation date for the HERS and sticker requirement, as this is a new step in the home construction process for some builders.

Included in the staff report are the following resources:

- 1) Resolution 117-11, adopted by the City Council
- 2) Committee Summary Analysis of Residential Energy Codes
- 3) Cost/Benefit Analysis of Residential Energy Codes (3 pages)
- 4) Dept. of Energy Report, “Impacts of the 2009 IECC for Residential Buildings at State Level”
- 5) 2009 IECC, Chapter 11 Residential Energy Efficiency

BUDGET IMPACT

None.

Marked-Up Version

The following language is removed:

~~173.08 Arkansas Energy Code~~

~~(A) Adoption by reference. The Arkansas Energy Code, its Rules and Regulations as adopted and promulgated by the Arkansas Energy Office, and as may from time to time hereafter may be amended, is hereby adopted by reference pursuant to A.C.A. § 14-55-206 and § 14-55-207.~~

~~(B) The Arkansas Energy Code is amended by adding a provision for an Energy Efficiency Certificate for new home construction.~~

~~The Building Safety Division is authorized to design, approve and may later amend an Energy Efficiency Certificate to be affixed inside the main electrical panel indicating the operational energy efficiency measures incorporated into the building at the time of the completion of its construction.~~

The following language is added:

173.08 Energy Efficiency Code

(A) *Commercial.* The Arkansas Energy Code, its Rules and Regulations as adopted and promulgated by the Arkansas Energy Office, and as may from time to time hereafter may be amended, is hereby adopted by reference pursuant to A.C.A. § 14-55-206 and § 14-55-207.

(B) *Residential.* The 2009 International Energy Efficiency Code (IECC) is hereby adopted by reference for all new residential structures.

(1) The 2009 IECC is hereby amended by adding a provision requiring a Home Energy Rating (HERS) for new home construction. The City of Fayetteville requires that all new residential construction have a Home Energy Rating (HERS) completed by an independent RESNET certified home energy rater, or equivalent, prior to the issuance of a Certificate of Occupancy. Residential developments that utilize the exact same floor plan multiple times are required to have a HERS completed on a minimum of 20% of the residential units.

(2) A sticker shall be posted in a very prominent location near the front door showing the estimated monthly utility cost until the home is sold.

(3) All additions, alterations, renovations or repairs to existing residential structures shall comply with the standards of the 2009 IECC, but shall not be required to provide a HERS or post a sticker. Where it is shown to be impractical to meet the 2009 IECC, the Building Official may consider permitting additions, alterations, renovations or repairs in compliance with the Arkansas Energy Code, its Rules and Regulations as adopted and promulgated by the Arkansas Energy Office, and as may from time to time hereafter may be amended.

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ORDINANCE NO.

AN ORDINANCE TO AMEND §173.08 **ARKANSAS ENERGY CODE** OF THE BUILDING REGULATIONS CHAPTER OF THE U.D.C. TO ADOPT THE 2009 RESIDENTIAL INTERNATIONAL ENERGY EFFICIENCY CODE, WITH AMENDMENTS HEREIN.

WHEREAS, Fayetteville customers spend over \$50 million annually for electricity and natural gas services; and

WHEREAS, more efficient buildings can conserve energy, reduce stress on our electricity grid and natural gas supplies while saving money and resources for our citizens; and

WHEREAS, improved building codes emphasizing energy conservation can reduce future energy consumption and the costs associated with energy production; and

WHEREAS, the existing State adopted and amended 2003 International Energy Efficiency Code is inferior in comparison with the 2009 International Energy Efficiency Code;

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals §173.08 **Arkansas Energy Code** of the Unified Development Code and enacts a replacement §173.08 **Energy Efficiency Code** as shown below:

“§173.08 Energy Efficiency Code

- (A) *Commercial.* The Arkansas Energy Code, its Rules and Regulations as adopted and promulgated by the Arkansas Energy Office, and as may from time to time hereafter may be amended, is hereby adopted by reference pursuant to A.C.A. § 14-55-206 and § 14-55-207.
- (B) *Residential.* The 2009 International Energy Efficiency Code (IECC) is hereby adopted by reference for all new residential structures.
- (1) The 2009 IECC is hereby amended by adding a provision requiring a Home Energy Rating (HERS) for new home construction. The City of Fayetteville requires that all new residential construction have a Home Energy Rating (HERS) completed by an independent RESNET certified home energy rater, or equivalent, prior to the issuance of a Certificate of Occupancy. Residential developments that utilize the exact same floor plan multiple times are required to have a HERS completed on a minimum of 20% of the residential units.
- (2) A sticker shall be posted in a very prominent location near the front door showing the estimated monthly utility cost until the home is sold.
- (3) All additions, alterations, renovations or repairs to existing residential structures shall comply with the standards of the 2009 IECC, but shall not be required to provide a HERS or post a sticker. Where it is shown to be impractical to meet the 2009 IECC, the Building Official may consider permitting additions, alterations, renovations or repairs in compliance with the Arkansas Energy Code, its Rules and Regulations as adopted and promulgated by the Arkansas Energy Office, and as may from time to time hereafter may be amended.”

Section 2. That in order to adequately prepare the residential construction industry for the new requirement for a Home Energy Rating (HERS) for new home construction, the effective date for subsections 173.08 (B)(1) and (2) shall be January 01, 2013.

PASSED and **APPROVED** this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 117-11

A RESOLUTION TO REQUEST THAT MAYOR JORDAN HAVE CITY STAFF EXAMINE CITY BUILDING CODES AND RECOMMEND AMENDMENTS TO FURTHER PROMOTE SUSTAINABLE PRACTICES AND ENERGY CONSERVATION FOR CITY COUNCIL CONSIDERATION

WHEREAS, Fayetteville customers spend over \$50 million annually for electrical and natural gas services; and

WHEREAS, over 80% of Fayetteville's electrical power is produced from coal imported from Colorado and Wyoming; and

WHEREAS, buildings in the United States consume over 40% of all energy and 70% of all electricity used in the United States; and

WHEREAS, more efficient buildings can conserve energy, reduce stress on our electric grid and natural gas supplies and save money as well as resources; and

WHEREAS, improved building codes emphasizing sustainability and energy conservation can favorably impact future energy consumption and all the costs associated with energy production.

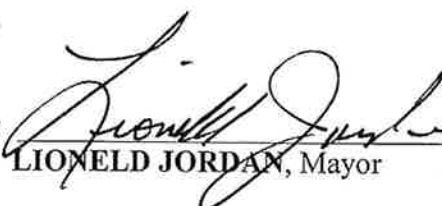
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

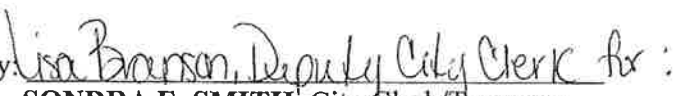
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Jordan have his City staff examine Fayetteville's current building codes and recommend possible changes to encourage feasible improvements for increased energy conservation and overall sustainability for City Council consideration.

PASSED and APPROVED this 5th day of July, 2011.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

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



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Analysis of Residential Energy Codes

Residential Building Code Task Force
City of Fayetteville Sustainability and Strategic Planning Department
2012

Background: On July 5, 2011 the City Council passed Resolution 117-11 directing City Staff to examine Fayetteville's current building codes and recommend possible changes to encourage energy efficiency improvements for City Council consideration. A Residential Building Code Task Force was formed comprised of local home builders, architects and energy performance consultants tasked with researching, modeling and developing a recommendation for the adoption of energy code changes.

Process: The Residential Building Code Task Force met a total of four times in 2011 and 2012. The Task Force utilized the expertise of its members to model the energy efficiency of a "typical" 1,824 sq. ft. home according to four different sets of building codes; the 2003, 2009 and 2012 International Energy Efficiency Codes (IECC) and the Energy Star Code. The results of this modeling exercise are included in the attached spreadsheets.

Comparison between the 2003, 2006, 2009 and 2012 International Energy Conservation Code (IECC) Building Envelope Requirements:

The IECC is typically published every three years. Each edition has some changes from the previous one. The residential portion of the code was heavily revised in 2004 and climate zones and building envelope requirements were restructured into a different format. This makes the post 2004 IECC codes much more concise and easier to use. However, these changes also complicate comparisons of pre-2004 codes to the newer versions. The changes between the 2006, 2009 and 2012 IECC were mainly to improve energy efficiency and make the code more stringent.

The major building thermal envelope updates to the 2003 IECC are the U-factor and Solar Heat Gain Coefficient (SHGC) requirements for fenestrations (windows) and the insulation *R*-factors for foundations and walls.

The Building Thermal Envelope is defined as what separates the building from unconditioned space. Windows are measured in terms of their thermal transmission, or U-factor. U-factor measures the rate of heat transfer through a product. The lower the U-factor, the lower the amount of heat loss, and the better a product is insulating a building. Solar Heat Gain refers to the increase in temperature in a space, object or structure that results from solar radiation. The amount of solar gain changes with the strength of the sun, and with the ability of any intervening material to transmit or resist the radiation.

The thermal building envelope changes between the 2003, 2006 and 2009 versions of the IECC are shown below:

	2003 IECC adopted by State with amendments	2006 IECC	2009 IECC
Ceiling	R-38	R-38	R-38
Skylight U-factor	N/A	0.60	0.60
Fenestration U-factor	0.41	0.40	0.35
Fenestration SHGC	N/A	N/A	0.45
Wood Frame Wall	R-13	R-13	R-13
Mass Wall	R-8.1	R-5	R-5/10*
Floor	R-19	R-19	R-19
Basement Wall	R-10/13**	R-10/13**	R-10/13**
Slab	R-4	R-10, 2 ft depth	R-10, 2 ft depth
Crawlspace Wall	R-10/13**	R-10/13**	R-10/13**

* The second R-value applies when more than half the insulation is on the interior of the mass wall.

** The first R-value applies to continuous insulation, the second to framing cavity insulation; either insulation meets the requirement.

Additional revisions to the 2009 IECC to improve energy efficiency included:

- The 2009 IECC requires that all sealed ducts located outside of the building's thermal envelope be verified by conducting a duct tightness test. The 2003 and 2006 IECC requires ducts to be sealed but not to a specific leakage rate verified by testing.
- 50% of the lighting lamps in a building have to be high efficiency in the 2009 IECC. The 2006 IECC has no lighting requirement.
- Trade off credit can no longer be obtained for high-efficiency heating, ventilation, and air conditioning (HVAC) equipment in the 2009 IECC. For example, if a high efficiency furnace is used, no reduction in wall insulation is allowed.
- A permanent sticker shall be posted on or in the electrical distribution panel that lists the predominant R-values of the insulation in the ceiling/roof, walls, foundation and ducts outside conditioned space. Also, the certificate shall list U-factors for window, the types and efficiencies of heating, cooling, and water heating equipment.

The 2012 IECC continues this trend, with all of the 2009 requirements and heightened requirements for efficiency within the thermal building envelope. Wood frame walls go from R-13 insulation to 20; 75% of lighting fixtures are required to be high-efficiency; and the infiltration standards are much more stringent. Importantly, the mechanical systems within a residence begin to get much more scrutiny. In comparison, the 2003 IECC has no duct infiltration standards, the 2009 has 8 CFM per 100sf standard, and the 2012 IECC allows no more than 4 CFM per 100 sf of infiltration. As noted in the following cost-benefit analysis, the 2012 IECC significantly increases the cost of construction when compared to the current 2003 energy code, therefore the committee chose not to pursue this option further.

Overview of the 2009 IECC with Anticipated Energy Cost/Benefit Analysis

The 2009 IECC is designed to save the consumer in utility costs because the building's thermal envelope and duct system will be tighter allowing for less air infiltration and the solar heat gain will be reduced with the improved window U-factor ratings. The efficient lighting requirements require less energy thereby increasing efficiency. The 2009 IECC scope includes residential single-family housing and multifamily housing three stories or less above-grade, intended for permanent living. The code is intended to apply to new buildings and additions/alterations/renovations/repairs.

Ceiling	R-38
Skylight U-factor	U-0.60
Window U-factor	U-0.35
Wood Frame Wall	R-13
Fenestration Solar Heat Gain Coefficient (SHGC)	0.45
Mass Wall	R-5/10*
Floor	R-19
Basement Wall	R-10/13*
Slab	R-10, 2 ft depth
Crawlspace Wall	R-10/13*

* The first R-value applies to continuous insulation, the second to framing cavity insulation; either insulation meets the requirement.

Additional requirements of the 2009 IECC include:

- Building envelope must be caulked and sealed.
- Supply ducts in attics must be insulated to R-8. Return ducts in attics and all ducts in crawlspaces, unheated basements, garages, or otherwise outside the building envelope must be insulated to R-6.
- All ducts must be sealed and either:
 1. Verified by pressure testing. The duct system is tested and the air leakage out of ducts must be kept to an acceptable maximum level.
 2. All ductwork must be installed entirely within the building envelope. Testing is not required if all ducts are inside the building thermal envelope.
- Less insulation is allowed for mass walls and more insulation is required for steel framing.
- 50% of the lighting in a building must be high efficacy.
- Standard administrative requirements apply (inspections, documentation).
- A certificate must be posted near the electrical panel listing insulation levels and other energy-efficiency measures.

Exemptions/allowances from prescriptive measures:

- One door and 15 square feet of window area are exempt.

Mandatory requirements:

Windows can never exceed an area-weighted average solar heat gain coefficient (SHGC) of 0.50.

Compliance Paths:

The 2003, 2006 and 2009 IECC all effectively contain three alternative compliance paths.

1. Prescriptive Measures. This is considered the simplest path. These requirements do not vary by building size, shape, window area or other features. The 2009 IECC has a single table of requirements for insulation R-values and window and door U-factors and SHGC.
2. Total building envelope UA (U-factor multiplied by area). This is the path predominantly used by the REScheck software. Based on the prescriptive U-factor table, it allows trade-offs whereby some energy efficiency measure can fall below code requirements if balanced by other measures that exceed code requirements.
3. Simulated performance path. This path allows compliance if the home has calculated annual energy consumption equal to or less than that of a standard reference design that meets the code's prescriptive requirements. This path allows for crediting energy efficiency measures not accounted for in other paths, such as renewable energy measures. The 2009 performance path differs from previous editions of the IECC in that it allows no trade-off credit for the use of high efficiency space heating, space cooling or water heating equipment.

Cost/Savings Analysis:

The Residential Building Code Task Force performed an analysis comparing the same 1,824 sq. ft. home constructed under both the 2003 IECC and the 2009 IECC and modeled with either gas or electric heat. The resulting analysis estimated an annual energy cost savings of \$267 for the gas home and \$344 for the electric home. The additional cost for building to the higher efficiency standards of the 2009 IECC was \$2,049, or amortized over a 30 year loan, \$132 annually. This represents a **net average annual energy savings for the home built to 2009 IECC standards of \$135 for the gas heated home and \$209 for the electric heated home.**

Overview of the Energy Star Version 3 Code with Cost/Benefit Analysis

The Energy Star Qualified Homes Version 3 goes beyond the requirements of the 2009 IECC. The Energy Star V3 code may be viewed as a stretch code to the 2009 IECC in that it requires higher efficiencies in some of the thermal building envelope requirements, and it promotes higher efficiency HVAC systems and appliances. The primary examples of this are; greater efficiencies for window U-factors, tighter building envelope requirements, tighter duct sealing requirements and increased foundation insulation installation requirements. Additionally, the Energy Star V3 code requires the installation of Energy Star certified appliances.

	2009 IECC	Energy Star Version 3
Ceiling	R-38	R-38
Skylight U-factor	U-0.60	N/A
Fenestration U-factor	U-0.35	U-0.32
Fenestration SHGC	0.45	0.40
Wood Frame Wall	R-13	R-13
Floor	R-19	R-19
Basement Wall	R-10/13*	R-19
Slab	R-10, 2 ft depth	R-19
Crawlspace Wall	R-10/13	R-13

Some additional significant features of the Energy Star Qualified Homes, Version 3 that differentiate it from the 2009 IECC include:

	2009 IECC	Energy Star V-3
HVAC	7.7 HSPF / 13 SEER / 11 EER ASHP – electric backup	8.5 HSPF / 14.5 SEER / 12 EER ASHP – electric backup
Ceiling Insulation Installation	Grade II Installation	Grade I Installation
AG Wall Insulation Installation	Grade III Installation	Grade I Installation
Foundation Insulation Installation	Grade II Installation	Grade I Installation
Infiltration	7.0 ACH50	5.0 ACH50
Water Heater	0.90 EF Electric DHW, 52 Gallons	0.92 EF Electric DHW, 52 Gallons
Dishwasher	Standard Efficiency	Energy Star
Refrigerator	Standard Efficiency	Energy Star
Lighting	50 % Fluorescent	80 % Energy Star Fluorescent
Bathroom Exhaust Fans	Standard Efficiency	Energy Star Exhaust Fans

Energy Star Cost/Saving Analysis:

Energy Star estimates that for a 2,200 sq. ft. all electric home with an unconditioned basement, located in Climate Zone 4 the improved efficiency standards would increase the annual mortgage cost by \$264. **The estimated monthly utility savings would be \$420, for a net cash flow increase of \$156/year for the homeowner.**

Conclusion

The 2003 IECC adopted and amended by the State of Arkansas has been improved on by subsequent code updates in recent years. The 2009 IECC has significantly higher thermal building envelope requirements than the 2003 IECC achieved primarily through higher efficiency windows and doors, better slab insulation, ductwork insulation and sealing requirements to reduce infiltration. The Energy Star V3 code has even higher efficiency requirements than the 2009 IECC and could be considered a stretch code. Both the 2009 IECC and the Energy Star V3 code have been shown to achieve a demonstrable net return on investment for the homeowner.

Recommendation

Based on the analysis performed calculating the cost of implementing the new energy code with the energy savings a homeowner could realize, the Residential Building Code Task Force and Staff recommends that the City adopt the 2009 IECC with the additional requirement for a Home Energy Rating (HERS) for all new residential construction. The HERS would provide a common denominator for all homebuilders and contractors to measure performance and will ensure that the construction techniques for all of these systems are sound. Staff would also recommend that the City require a Home Performance Sticker be placed in a prominent location near the front door showing the estimated monthly utility cost until the home is sold. This provides homebuyers the information needed to make an informed decision when making one of the largest investments a family can make. The Home Performance Sticker can also be a marketing tool for the homebuilders that wish to excel in this area.

IECC Cost Comparison - 1,824 SF Residential Structure

	2003 IECC State Ver.	2009 IECC	Cost	2012 IECC	Cost	Energy STAR Ver. 3	Cost
Ceiling	R-38	R-38	\$0	R-49	\$	R-38	\$
Skylight U-factor	N/A	0.6	N/A	0.55	N/A	N/A	N/A
Fenestration U-factor	0.41	0.35	N/A	0.35	N/A	0.32	N/A
Fenestration SHGC	N/A	0.45	see windows and doors	0.4	see windows and doors	0.4	see windows and doors
Doors	R-13	R-2.9	\$	R-2.9	\$	R-4.8	Standard
Wood Frame Wall	R-13	R-13	\$	20 or 13+5***	\$	R-13	\$
Mass Wall	R-8.1	R-5/10*	N/A	R-8/13	N/A	Not Specified	N/A
Crawl Space Floor	R-19	R-19	N/A	19	N/A	R-19	N/A
Basement Wall	R-10/13**	R-10/13**	N/A	R-10/13**	N/A	R-19	N/A
Slab	R-4	R-10, 2 ft depth	\$	R-10, 2 ft depth	\$	R-10, 2 ft depth	\$
Crawl Space Wall	R-10/13**	R-10/13**	N/A	R-10/13**	N/A	R-13	N/A
Duct Blaster Test	No	Yes	\$	Yes	\$	Yes	\$
Duct Infiltration	N/A	8CFM per 100 sf	\$	4CFM per 100 sf	\$	4CFM per 100 sf	\$
Duct Insulation	R-8 Attic/R-5.6 Other	R-8 Attic/R-6 Other	\$	R-8 Attic/R-6 Other	\$	R-8 Attic/R-6 Other	\$
HVAC Specs (Gas)	10 SEER w 78% AFUE	13 SEER w 78% AFUE	N/A	13 SEER 78% AFUE	N/A	13 SEER 90% AFUE	N/A
HVAC Specs (Electric)	6.8 HSPF/10 SEER	7.7 HSPF/13 SEER	\$	7.7 HSPF/13 SEER	\$	8.5 HSPF/14.5 SEER	\$
Trade Off Credits	Allowed	Not Allowed	N/A	Not Allowed	N/A	Not Allowed	N/A
Blower Door Test	No	Yes	\$	Yes	\$	Yes	\$
Infiltration	N/A	7.0 ACH50	\$	3 ACH50	\$	5.0 ACH50	\$
Caulk & Seal	Yes	Yes	\$	Yes	\$	Yes	\$
Lighting	N/A	50% High Efficacy	\$	75% High Efficacy	\$	80% Energy STAR	\$
Programmable Therm	No	Yes	\$	Yes	\$	Yes	\$
Windows SHGC	N/A	0.4	\$	0.4	\$	N/A	\$
Sticker in Panel	No	Yes	Incl. with blower door test	Yes	Incl. with blower door test	N/A	Incl. with blower door test
Dishwasher	Standard	Standard	\$	Standard	\$	Energy STAR	Standard
Water Heater	Standard	Standard	\$	Standard	\$	Energy STAR	Standard
Refrigerator	Standard	Standard	Not supplied	Standard	Not supplied	Energy STAR	Not supplied
Bathroom Exhaust	Standard	Standard	RCS	Standard	RCS	Energy STAR	\$
Total			\$ 2,189.28		\$ 3,576.35		\$ 50.00
							\$2,648.48
Additional items Required for Energy Star Version 3							
Gasketed cover for Attic insulation access or pull-down stairway							
Sheetrock sealed to top plate at all attic/wall interfaces using caulk, foam, or equivalent material.							\$ 124.00
Kickout flashing required at bottom of all roof to wall intersections							\$ 200.00
Self sealing bituminous membrane at all valleys and roof deck penetrations							Standard
Cement board or equivalent moisture resistant barrier behind air tub and shower enclosures composed of tile or panel assemblies with caulked joints. Paper-faced backerboard shall not be used.							\$ 50.00
Building Materials with visible water damage or mold shall not be used.							\$ 35.00
							Standard
							\$ 3,057.68

* The second R-value applies when more than half the insulation is on the interior of the mass wall
 ** The first R-value applies to the continuous insulation, the second to framing cavity insulation; either insulation meets the requirement.
 ***First value is cavity insulation, second is continuous insulation or insulated siding.
 # subtotal for Energy star items listed above

CODE VERSION	FUEL TYPE*	UTILITIES \$/YR**	DESIGN LOADS Heat/Cool (kBtu/hr)	# TONS	MM BTU/YR	HERS INDEX
2003 IECC AR version	Gas	\$1,725	37.8/25.9	2.5	114.5	100
"	Electric	\$1,898	37.8/25.9	2.5	69.8	100
2009 IECC	Gas	\$1,458	32.6/21.3	2.0	94.6	84
"	Electric	\$1,560	32.6/21.3	2.0	61.3	86
2012 IECC	Gas	\$1,214	22.9/14.2	1.5	75.7	74
"	Electric	\$1,404	22.9/16.4	1.5	51	78
ENERGY STAR v.3	Gas	\$1,166	25.3/17.7	1.5	72.1	66
"	Electric	\$1,227	25.3/17.7	1.5	44.3	65

*Gas--furnace and water heater: Electric--heat pump and water heater

**Utility rates: \$0.09/kWh elec., \$1.00/CCF gas

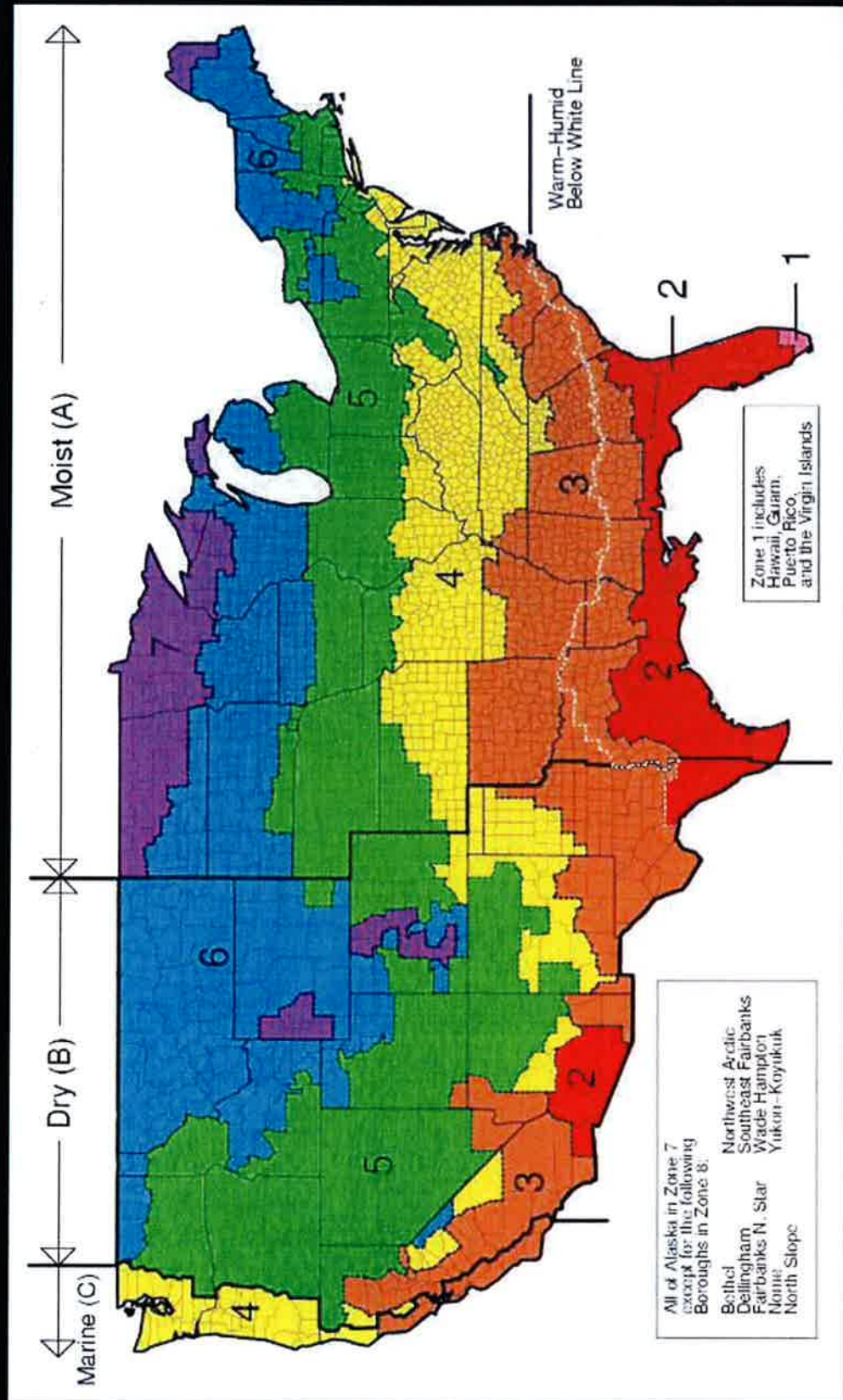
CODE VERSION	FUEL TYPE*	UTILITIES \$/YR**	DESIGN LOADS Heat/Cool (kBtu/hr)	# TONS	MM BTU/YR	HERS INDEX	ADDED COST	Avg Monthly Savings	Ammortized Cost/ Monthly Add
2003 IECC AR	Gas	\$1,725	37.8/25.9	2.5	114.5	100			
"	Electric	\$1,898	37.8/25.9	2.5	69.8	100			
2009 IECC	Gas	\$1,458	32.6/21.3	2.0	94.6	84		\$ 22.25	
"	Electric	\$1,560	32.6/21.3	2.0	61.3	86	\$ 2,049.28	\$ 28.17	\$ 11.00
2012 IECC	Gas	\$1,214	22.9/14.2	1.5	75.7	74		\$ 42.58	
"	Electric	\$1,404	22.9/16.4	1.5	51	78	\$ 3,436.35	\$ 41.17	\$ 18.45
ENERGY STAR v.3	Gas	\$1,166	25.3/17.7	1.5	72.1	66		\$ 46.58	
"	Electric	\$1,227	25.3/17.7	1.5	44.3	65	\$ 3,057.68	\$ 55.92	\$ 16.41

*Gas--furnace and water heater: Electric--heat pump and water heater

**Utility rates: \$0.09/kWh elec., \$1.00/CCF gas

***30 year fixed mortgage with 5% interest rate

Climate Zones – Chapter 3



A MEMBER OF THE INTERNATIONAL CODE FAMILY®

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Amend §173.08 Arkansas
Energy Code
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IECC®

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2006

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CHAPTER 1

ADMINISTRATION

■ PART 1—SCOPE AND APPLICATION

SECTION 101

SCOPE AND GENERAL REQUIREMENTS

101.1 Title. This code shall be known as the *International Energy Conservation Code* of [NAME OF JURISDICTION], and shall be cited as such. It is referred to herein as “this code.”

101.2 Scope. This code applies to *residential* and *commercial* buildings.

101.3 Intent. This code shall regulate the design and construction of buildings for the effective use of energy. This code is intended to provide flexibility to permit the use of innovative approaches and techniques to achieve the effective use of energy. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

101.4 Applicability. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern.

101.4.1 Existing buildings. Except as specified in this chapter, this code shall not be used to require the removal, *alteration* or abandonment of, nor prevent the continued use and maintenance of, an existing building or building system lawfully in existence at the time of adoption of this code.

101.4.2 Historic buildings. Any building or structure that is listed in the State or National Register of Historic Places; designated as a historic property under local or state designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, are exempt from this code.

101.4.3 Additions, alterations, renovations or repairs. Additions, alterations, renovations or repairs to an existing building, building system or portion thereof shall conform to the provisions of this code as they relate to new construction without requiring the unaltered portion(s) of the existing building or building system to comply with this code. Additions, alterations, renovations or repairs shall not create an unsafe or hazardous condition or overload existing building systems. An addition shall be deemed to comply with this code if the addition alone complies or if the exist-

ing building and addition comply with this code as a single building.

Exception: The following need not comply provided the energy use of the building is not increased:

1. Storm windows installed over existing fenestration.
2. Glass only replacements in an existing sash and frame.
3. Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation.
4. Construction where the existing roof, wall or floor cavity is not exposed.
5. Reroofing for roofs where neither the sheathing nor the insulation is exposed. Roofs without insulation in the cavity and where the sheathing or insulation is exposed during reroofing shall be insulated either above or below the sheathing.
6. Replacement of existing doors that separate *conditioned space* from the exterior shall not require the installation of a vestibule or revolving door, provided, however, that an existing vestibule that separates a *conditioned space* from the exterior shall not be removed,
7. Alterations that replace less than 50 percent of the luminaires in a space, provided that such alterations do not increase the installed interior lighting power.
8. Alterations that replace only the bulb and ballast within the existing luminaires in a space provided that the *alteration* does not increase the installed interior lighting power.

101.4.4 Change in occupancy or use. Spaces undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy shall comply with this code. Where the use in a space changes from one use in Table 505.5.2 to another use in Table 505.5.2, the installed lighting wattage shall comply with Section 505.5.

101.4.5 Change in space conditioning. Any nonconditioned space that is altered to become *conditioned space* shall be required to be brought into full compliance with this code.

101.4.6 Mixed occupancy. Where a building includes both *residential* and *commercial* occupancies, each occupancy shall be separately considered and meet the applicable provisions of Chapter 4 for *residential* and Chapter 5 for *commercial*.

ADMINISTRATION

101.5 Compliance. *Residential buildings* shall meet the provisions of Chapter 4. *Commercial buildings* shall meet the provisions of Chapter 5.

101.5.1 Compliance materials. The *code official* shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code.

101.5.2 Low energy buildings. The following buildings, or portions thereof, separated from the remainder of the building by *building thermal envelope* assemblies complying with this code shall be exempt from the *building thermal envelope* provisions of this code:

1. Those with a peak design rate of energy usage less than 3.4 Btu/h-ft² (10.7 W/m²) or 1.0 watt/ft² (10.7 W/m²) of floor area for space conditioning purposes.
2. Those that do not contain *conditioned space*.

SECTION 102 ALTERNATE MATERIALS—METHOD OF CONSTRUCTION, DESIGN OR INSULATING SYSTEMS

102.1 General. This code is not intended to prevent the use of any material, method of construction, design or insulating system not specifically prescribed herein, provided that such construction, design or insulating system has been *approved* by the *code official* as meeting the intent of this code.

102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy efficiency program to exceed the energy efficiency required by this code. Buildings *approved* in writing by such an energy efficiency program shall be considered in compliance with this code. The requirements identified as "mandatory" in Chapters 4 and 5 of this code, as applicable, shall be met.

■ PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 CONSTRUCTION DOCUMENTS

103.1 General. Construction documents and other supporting data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the *code official* is authorized to require necessary construction documents to be prepared by a registered design professional.

Exception: The *code official* is authorized to waive the requirements for construction documents or other supporting data if the *code official* determines they are not necessary to confirm compliance with this code.

103.2 Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documents are permitted to be submitted

when *approved* by the *code official*. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in sufficient detail pertinent data and features of the building, systems and equipment as herein governed. Details shall include, but are not limited to, as applicable, insulation materials and their *R*-values; fenestration *U*-factors and SHGCs; area-weighted *U*-factor and SHGC calculations; mechanical system design criteria; mechanical and service water heating system and equipment types, sizes and efficiencies; economizer description; equipment and systems controls; fan motor horsepower (hp) and controls; duct sealing, duct and pipe insulation and location; lighting fixture schedule with wattage and control narrative; and air sealing details.

103.3 Examination of documents. The *code official* shall examine or cause to be examined the accompanying construction documents and shall ascertain whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

103.3.1 Approval of construction documents. When the *code official* issues a permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "Reviewed for Code Compliance." Such *approved* construction documents shall not be changed, modified or altered without authorization from the *code official*. Work shall be done in accordance with the *approved* construction documents.

One set of construction documents so reviewed shall be retained by the *code official*. The other set shall be returned to the applicant, kept at the site of work and shall be open to inspection by the *code official* or a duly authorized representative.

103.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

103.3.3 Phased approval. The *code official* shall have the authority to issue a permit for the construction of part of an energy conservation system before the construction documents for the entire system have been submitted or *approved*, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire energy conservation system will be granted.

103.4 Amended construction documents. Changes made during construction that are not in compliance with the *approved* construction documents shall be resubmitted for approval as an amended set of construction documents.

103.5 Retention of construction documents. One set of *approved* construction documents shall be retained by the *code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

SECTION 104 INSPECTIONS

104.1 General. Construction or work for which a permit is required shall be subject to inspection by the *code official*.

104.2 Required approvals. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *code official*. The *code official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *code official*.

104.3 Final inspection. The building shall have a final inspection and not be occupied until *approved*.

104.4 Reinspection. A building shall be reinspected when determined necessary by the *code official*.

104.5 Approved inspection agencies. The *code official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

104.6 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the *code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

104.7 Reinspection and testing. Where any work or installation does not pass an initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the *code official* for inspection and testing.

104.8 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this code, a notice of approval shall be issued by the *code official*.

104.8.1 Revocation. The *code official* is authorized to, in writing, suspend or revoke a notice of approval issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 105 VALIDITY

105.1 General. If a portion of this code is held to be illegal or void, such a decision shall not affect the validity of the remainder of this code.

SECTION 106 REFERENCED STANDARDS

106.1 General. The codes and standards referenced in this code shall be those listed in Chapter 6, and such codes and stan-

dards shall be considered as part of the requirements of this code to the prescribed extent of each such reference.

106.2 Conflicting requirements. Where the provisions of this code and the referenced standards conflict, the provisions of this code shall take precedence.

106.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

106.4 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 107 FEES

107.1 Fees. A permit shall not be issued until the fees prescribed in Section 107.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

107.2 Schedule of permit fees. A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

107.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official*, which shall be in addition to the required permit fees.

107.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

107.5 Refunds. The *code official* is authorized to establish a refund policy.

SECTION 108 STOP WORK ORDER

108.1 Authority. Whenever the *code official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *code official* is authorized to issue a stop work order.

108.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

108.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

108.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a vio-

ADMINISTRATION

lation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

**SECTION 109
BOARD OF APPEALS**

109.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The *code official* shall be an ex officio member of said board but shall have no vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

109.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

109.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

CHAPTER 4

RESIDENTIAL ENERGY EFFICIENCY

SECTION 401 GENERAL

401.1 Scope. This chapter applies to residential buildings.

401.2 Compliance. Projects shall comply with Sections 401, 402.4, 402.5, and 403.1, 403.2.2, 403.2.3, and 403.3 through 403.9 (referred to as the mandatory provisions) and either:

1. Sections 402.1 through 402.3, 403.2.1 and 404.1 (prescriptive); or
2. Section 405 (performance).

401.3 Certificate. A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels. The certificate shall be completed by the builder or registered design professional. The certificate shall list the predominant *R*-values of insulation installed in or on ceiling/roof, walls, foundation (slab, *basement wall*, crawlspace wall and/or floor) and ducts outside conditioned spaces; *U*-factors for fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for each component, the certificate shall list the value covering the largest area. The certificate shall list the types and efficiencies

of heating, cooling and service water heating equipment. Where a gas-fired unvented room heater, electric furnace, or baseboard electric heater is installed in the residence, the certificate shall list "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency shall not be listed for gas-fired unvented room heaters, electric furnaces or electric baseboard heaters.

SECTION 402 BUILDING THERMAL ENVELOPE

402.1 General (Prescriptive).

402.1.1 Insulation and fenestration criteria. The *building thermal envelope* shall meet the requirements of Table 402.1.1 based on the climate zone specified in Chapter 3.

402.1.2 *R*-value computation. Insulation material used in layers, such as framing cavity insulation and insulating sheathing, shall be summed to compute the component *R*-value. The manufacturer's settled *R*-value shall be used for blown insulation. Computed *R*-values shall not include an *R*-value for other building materials or air films.

TABLE 402.1.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR	GLAZED FENESTRATION SHGC ^{b, c}	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE ^d	FLOOR R-VALUE	BASEMENT ^e WALL R-VALUE	SLAB ^d R-VALUE & DEPTH	CRAWL SPACE ^e WALL R-VALUE
1	1.2	0.75	0.30	30	13	3/4	13	0	0	0
2	0.65 ^f	0.75	0.30	30	13	4/6	13	0	0	0
3	0.50 ^f	0.65	0.30	30	13	5/8	19	5/13 ^g	0	5/13
4 except Marine	0.35	0.60	NR	38	13	5/10	19	10/13	10, 2 ft	10/13
5 and Marine 4	0.35	0.60	NR	38	20 or 13+5 ^h	13/17	30 ^g	10/13	10, 2 ft	10/13
6	0.35	0.60	NR	49	20 or 13+5 ^h	15/19	30 ^g	15/19	10, 4 ft	10/13
7 and 8	0.35	0.60	NR	49	21	19/21	38 ^g	15/19	10, 4 ft	10/13

For SI: 1 foot = 304.8 mm.

- a. *R*-values are minimums. *U*-factors and SHGC are maximums. *R*-19 batts compressed into a nominal 2 × 6 framing cavity such that the *R*-value is reduced by *R*-1 or more shall be marked with the compressed batt *R*-value in addition to the full thickness *R*-value.
- b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. "15/19" means *R*-15 continuous insulated sheathing on the interior or exterior of the home or *R*-19 cavity insulation at the interior of the basement wall. "15/19" shall be permitted to be met with *R*-13 cavity insulation on the interior of the basement wall plus *R*-5 continuous insulated sheathing on the interior or exterior of the home. "10/13" means *R*-10 continuous insulated sheathing on the interior or exterior of the home or *R*-13 cavity insulation at the interior of the basement wall.
- d. *R*-5 shall be added to the required slab edge *R*-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zones 1 through 3 for heated slabs.
- e. There are no SHGC requirements in the Marine Zone.
- f. Basement wall insulation is not required in warm-humid locations as defined by Figure 301.1 and Table 301.1.
- g. Or insulation sufficient to fill the framing cavity, *R*-19 minimum.
- h. "13+5" means *R*-13 cavity insulation plus *R*-5 insulated sheathing. If structural sheathing covers 25 percent or less of the exterior, insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25 percent of exterior, structural sheathing shall be supplemented with insulated sheathing of at least *R*-2.
- i. The second *R*-value applies when more than half the insulation is on the interior of the mass wall.
- j. For impact rated fenestration complying with Section R301.2.1.2 of the *International Residential Code* or Section 1608.1.2 of the *International Building Code*, the maximum *U*-factor shall be 0.75 in Zone 2 and 0.65 in Zone 3.

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TABLE 402.1.3
EQUIVALENT *U*-FACTORS^a

CLIMATE ZONE	FENESTRATION <i>U</i> -FACTOR	SKYLIGHT <i>U</i> -FACTOR	CEILING <i>U</i> -FACTOR	FRAME WALL <i>U</i> -FACTOR	MASS WALL <i>U</i> -FACTOR ^b	FLOOR <i>U</i> -FACTOR	BASEMENT WALL <i>U</i> -FACTOR	CRAWL SPACE WALL <i>U</i> -FACTOR ^c
1	1.20	0.75	0.035	0.082	0.197	0.064	0.360	0.477
2	0.65	0.75	0.035	0.082	0.165	0.064	0.360	0.477
3	0.50	0.65	0.035	0.082	0.141	0.047	0.091 ^c	0.136
4 except Marine	0.35	0.60	0.030	0.082	0.141	0.047	0.059	0.065
5 and Marine 4	0.35	0.60	0.030	0.057	0.082	0.033	0.059	0.065
6	0.35	0.60	0.026	0.057	0.060	0.033	0.050	0.065
7 and 8	0.35	0.60	0.026	0.057	0.057	0.028	0.050	0.065

- a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.
b. When more than half the insulation is on the interior, the mass wall *U*-factors shall be a maximum of 0.17 in Zone 1, 0.14 in Zone 2, 0.12 in Zone 3, 0.10 in Zone 4 except Marine, and the same as the frame wall *U*-factor in Marine Zone 4 and Zones 5 through 8.
c. Basement wall *U*-factor of 0.360 in warm-humid locations as defined by Figure 301.1 and Table 301.1.

402.1.3 *U*-factor alternative. An assembly with a *U*-factor equal to or less than that specified in Table 402.1.3 shall be permitted as an alternative to the *R*-value in Table 402.1.1.

402.1.4 Total UA alternative. If the total building thermal envelope UA (sum of *U*-factor times assembly area) is less than or equal to the total UA resulting from using the *U*-factors in Table 402.1.3 (multiplied by the same assembly area as in the proposed building), the building shall be considered in compliance with Table 402.1.1. The UA calculation shall be done using a method consistent with the ASHRAE *Handbook of Fundamentals* and shall include the thermal bridging effects of framing materials. The SHGC requirements shall be met in addition to UA compliance.

402.2 Specific insulation requirements (Prescriptive).

402.2.1 Ceilings with attic spaces. When Section 402.1.1 would require R-38 in the ceiling, R-30 shall be deemed to satisfy the requirement for R-38 wherever the full height of uncompressed R-30 insulation extends over the wall top plate at the eaves. Similarly, R-38 shall be deemed to satisfy the requirement for R-49 wherever the full height of uncompressed R-38 insulation extends over the wall top plate at the eaves. This reduction shall not apply to the *U*-factor alternative approach in Section 402.1.3 and the total UA alternative in Section 402.1.4.

402.2.2 Ceilings without attic spaces. Where Section 402.1.1 would require insulation levels above R-30 and the design of the roof/ceiling assembly does not allow sufficient space for the required insulation, the minimum required insulation for such roof/ceiling assemblies shall be R-30. This reduction of insulation from the requirements of Sec-

tion 402.1.1 shall be limited to 500 square feet (46 m²) or 20 percent of the total insulated ceiling area, whichever is less. This reduction shall not apply to the *U*-factor alternative approach in Section 402.1.3 and the total UA alternative in Section 402.1.4.

402.2.3 Access hatches and doors. Access doors from conditioned spaces to unconditioned spaces (e.g., attics and crawl spaces) shall be weatherstripped and insulated to a level equivalent to the insulation on the surrounding surfaces. Access shall be provided to all equipment that prevents damaging or compressing the insulation. A wood framed or equivalent baffle or retainer is required to be provided when loose fill insulation is installed, the purpose of which is to prevent the loose fill insulation from spilling into the living space when the attic access is opened, and to provide a permanent means of maintaining the installed *R*-value of the loose fill insulation.

402.2.4 Mass walls. Mass walls for the purposes of this chapter shall be considered above-grade walls of concrete block, concrete, insulated concrete form (ICF), masonry cavity, brick (other than brick veneer), earth (adobe, compressed earth block, rammed earth) and solid timber/logs.

402.2.5 Steel-frame ceilings, walls, and floors. Steel-frame ceilings, walls and floors shall meet the insulation requirements of Table 402.2.5 or shall meet the *U*-factor requirements in Table 402.1.3. The calculation of the *U*-factor for a steel-frame envelope assembly shall use a series-parallel path calculation method.

Exception: In Climate Zones 1 and 2, the continuous insulation requirements in Table 402.2.5 shall be permitted to be reduced to R-3 for steel frame wall assemblies with studs spaced at 24 inches (610 mm) on center.

TABLE 402.2.5
STEEL-FRAME CEILING, WALL AND FLOOR INSULATION
(R-VALUE)

WOOD FRAME R-VALUE REQUIREMENT	COLD-FORMED STEEL EQUIVALENT R-VALUE ^a
Steel Truss Ceilings^b	
R-30	R-38 or R-30 + 3 or R-26 + 5
R-38	R-49 or R-38 + 3
R-49	R-38 + 5
Steel Joist Ceilings^b	
R-30	R-38 in 2 × 4 or 2 × 6 or 2 × 8 R-49 in any framing
R-38	R-49 in 2 × 4 or 2 × 6 or 2 × 8 or 2 × 10
Steel-Framed Wall	
R-13	R-13 + 5 or R-15 + 4 or R-21 + 3 or R-0 + 10
R-19	R-13 + 9 or R-19 + 8 or R-25 + 7
R-21	R-13 + 10 or R-19 + 9 or R-25 + 8
Steel Joist Floor	
R-13	R-19 in 2 × 6 R-19 + 6 in 2 × 8 or 2 × 10
R-19	R-19 + 6 in 2 × 6 R-19 + 12 in 2 × 8 or 2 × 10

a. Cavity insulation R-value is listed first, followed by continuous insulation R-value.

b. Insulation exceeding the height of the framing shall cover the framing.

402.2.6 Floors. Floor insulation shall be installed to maintain permanent contact with the underside of the subfloor decking.

402.2.7 Basement walls. Walls associated with conditioned basements shall be insulated from the top of the basement wall down to 10 feet (3048 mm) below grade or to the basement floor, whichever is less. Walls associated with unconditioned basements shall meet this requirement unless the floor overhead is insulated in accordance with Sections 402.1.1 and 402.2.6.

402.2.8 Slab-on-grade floors. Slab-on-grade floors with a floor surface less than 12 inches (305 mm) below grade shall be insulated in accordance with Table 402.1.1. The insulation shall extend downward from the top of the slab on the outside or inside of the foundation wall. Insulation located below grade shall be extended the distance provided in Table 402.1.1 by any combination of vertical insulation, insulation extending under the slab or insulation extending out from the building. Insulation extending away from the building shall be protected by pavement or by a minimum of 10 inches (254 mm) of soil. The top edge of the insulation installed between the exterior wall and the edge of the interior slab shall be permitted to be cut at a 45-degree (0.79 rad) angle away from the exterior wall. Slab-edge insulation is not required in jurisdictions designated by the code official as having a very heavy termite infestation.

402.2.9 Crawl space walls. As an alternative to insulating floors over crawl spaces, crawl space walls shall be permitted to be insulated when the crawl space is not vented to the outside. Crawl space wall insulation shall be permanently fastened to the wall and extend downward from the floor to the finished grade level and then vertically and/or horizon-

tally for at least an additional 24 inches (610 mm). Exposed earth in unvented crawl space foundations shall be covered with a continuous Class I vapor retarder in accordance with the *International Building Code*. All joints of the vapor retarder shall overlap by 6 inches (153 mm) and be sealed or taped. The edges of the vapor retarder shall extend at least 6 inches (153 mm) up the stem wall and shall be attached to the stem wall.

402.2.10 Masonry veneer. Insulation shall not be required on the horizontal portion of the foundation that supports a masonry veneer.

402.2.11 Thermally isolated sunroom insulation. The minimum ceiling insulation R-values shall be R-19 in Zones 1 through 4 and R-24 in Zones 5 through 8. The minimum wall R-value shall be R-13 in all zones. New wall(s) separating a sunroom from conditioned space shall meet the building thermal envelope requirements.

402.3 Fenestration. (Prescriptive).

402.3.1 U-factor. An area-weighted average of fenestration products shall be permitted to satisfy the U-factor requirements.

402.3.2 Glazed fenestration SHGC. An area-weighted average of fenestration products more than 50 percent glazed shall be permitted to satisfy the SHGC requirements.

402.3.3 Glazed fenestration exemption. Up to 15 square feet (1.4 m²) of glazed fenestration per dwelling unit shall be permitted to be exempt from U-factor and SHGC requirements in Section 402.1.1. This exemption shall not apply to the U-factor alternative approach in Section 402.1.3 and the Total UA alternative in Section 402.1.4.

402.3.4 Opaque door exemption. One side-hinged opaque door assembly up to 24 square feet (2.22 m²) in area is exempted from the U-factor requirement in Section 402.1.1. This exemption shall not apply to the U-factor alternative approach in Section 402.1.3 and the total UA alternative in Section 402.1.4.

402.3.5 Thermally isolated sunroom U-factor. For Zones 4 through 8, the maximum fenestration U-factor shall be 0.50 and the maximum skylight U-factor shall be 0.75. New windows and doors separating the sunroom from conditioned space shall meet the building thermal envelope requirements.

402.3.6 Replacement fenestration. Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sash and glazing, the replacement fenestration unit shall meet the applicable requirements for U-factor and SHGC in Table 402.1.1.

402.4 Air leakage (Mandatory).

402.4.1 Building thermal envelope. The building thermal envelope shall be durably sealed to limit infiltration. The sealing methods between dissimilar materials shall allow for differential expansion and contraction. The following shall be caulked, gasketed, weatherstripped or otherwise sealed with an air barrier material, suitable film or solid material:

1. All joints, seams and penetrations.

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2. Site-built windows, doors and skylights.
3. Openings between window and door assemblies and their respective jambs and framing.
4. Utility penetrations.
5. Dropped ceilings or chases adjacent to the thermal envelope.
6. Knee walls.
7. Walls and ceilings separating a garage from conditioned spaces.
8. Behind tubs and showers on exterior walls.
9. Common walls between dwelling units.
10. Attic access openings.
11. Rim joist junction.
12. Other sources of infiltration.

402.4.2 Air sealing and insulation. Building envelope air tightness and insulation installation shall be demonstrated to comply with one of the following options given by Section 402.4.2.1 or 402.4.2.2:

402.4.2.1 Testing option. Building envelope tightness and insulation installation shall be considered acceptable when tested air leakage is less than seven air changes per hour (ACH) when tested with a blower door at a pressure of 50 pascals (1 psf). Testing shall occur after rough in and after installation of penetrations of the building envelope, including penetrations for utilities, plumbing, electrical, ventilation and combustion appliances.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed;
2. Dampers shall be closed, but not sealed, including exhaust, intake, makeup air, backdraft and flue dampers;
3. Interior doors shall be open;
4. Exterior openings for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;
5. Heating and cooling system(s) shall be turned off;
6. HVAC ducts shall not be sealed; and
7. Supply and return registers shall not be sealed.

402.4.2.2 Visual inspection option. Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table 402.4.2, applicable to the method of construction, are field verified. Where required by the *code official*, an *approved* party independent from the installer of the insulation shall inspect the air barrier and insulation.

402.4.3 Fireplaces. New wood-burning fireplaces shall have gasketed doors and outdoor combustion air.

402.4.4 Fenestration air leakage. Windows, skylights and sliding glass doors shall have an air infiltration rate of no

more than 0.3 cfm per square foot (1.5 L/s/m²), and swinging doors no more than 0.5 cfm per square foot (2.6 L/s/m²), when tested according to NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and *listed* and *labeled* by the manufacturer.

Exceptions: Site-built windows, skylights and doors.

402.4.5 Recessed lighting. Recessed luminaires installed in the *building thermal envelope* shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and *labeled* as meeting ASTM E 283 when tested at 1.57 psf (75 Pa) pressure differential with no more than 2.0 cfm (0.944 L/s) of air movement from the *conditioned space* to the ceiling cavity. All recessed luminaires shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.

402.5 Maximum fenestration U-factor and SHGC (Mandatory). The area-weighted average maximum fenestration U-factor permitted using trade-offs from Section 402.1.4 or 405 shall be 0.48 in Zones 4 and 5 and 0.40 in Zones 6 through 8 for vertical fenestration, and 0.75 in Zones 4 through 8 for skylights. The area-weighted average maximum fenestration SHGC permitted using trade-offs from Section 405 in Zones 1 through 3 shall be 0.50.

SECTION 403 SYSTEMS

403.1 Controls (Mandatory). At least one thermostat shall be provided for each separate heating and cooling system.

403.1.1 Programmable thermostat. Where the primary heating system is a forced-air furnace, at least one thermostat per dwelling unit shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature set points at different times of the day. This thermostat shall include the capability to set back or temporarily operate the system to maintain zone temperatures down to 55°F (13°C) or up to 85°F (29°C). The thermostat shall initially be programmed with a heating temperature set point no higher than 70°F (21°C) and a cooling temperature set point no lower than 78°F (26°C).

403.1.2 Heat pump supplementary heat (Mandatory). Heat pumps having supplementary electric-resistance heat shall have controls that, except during defrost, prevent supplemental heat operation when the heat pump compressor can meet the heating load.

403.2 Ducts.

403.2.1 Insulation (Prescriptive). Supply ducts in attics shall be insulated to a minimum of R-8. All other ducts shall be insulated to a minimum of R-6.

Exception: Ducts or portions thereof located completely inside the *building thermal envelope*.

403.2.2 Sealing (Mandatory). All ducts, air handlers, filter boxes and building cavities used as ducts shall be sealed.

Joints and seams shall comply with Section M1601.4.1 of the *International Residential Code*.

Duct tightness shall be verified by either of the following:

1. Postconstruction test: Leakage to outdoors shall be less than or equal to 8 cfm (226.5 L/min) per 100 ft² (9.29 m²) of *conditioned floor area* or a total leakage less than or equal to 12 cfm (12 L/min) per 100 ft² (9.29 m²) of *conditioned floor area* when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.

2. Rough-in test: Total leakage shall be less than or equal to 6 cfm (169.9 L/min) per 100 ft² (9.29 m²) of *conditioned floor area* when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the roughed in system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 4 cfm (113.3 L/min) per 100 ft² (9.29 m²) of *conditioned floor area*.

Exceptions: Duct tightness test is not required if the air handler and all ducts are located within *conditioned space*.

TABLE 402.4.2
AIR BARRIER AND INSULATION INSPECTION COMPONENT CRITERIA

COMPONENT	CRITERIA
Air barrier and thermal barrier	Exterior thermal envelope insulation for framed walls is installed in substantial contact and continuous alignment with building envelope air barrier. Breaks or joints in the air barrier are filled or repaired. Air-permeable insulation is not used as a sealing material. Air-permeable insulation is inside of an air barrier.
Ceiling/attic	Air barrier in any dropped ceiling/soffit is substantially aligned with insulation and any gaps are sealed. Attic access (except unvented attic), knee wall door, or drop down stair is sealed.
Walls	Corners and headers are insulated. Junction of foundation and sill plate is sealed.
Windows and doors	Space between window/door jambs and framing is sealed.
Rim joists	Rim joists are insulated and include an air barrier.
Floors (including above-garage and cantilevered floors)	Insulation is installed to maintain permanent contact with underside of subfloor decking. Air barrier is installed at any exposed edge of insulation.
Crawl space walls	Insulation is permanently attached to walls. Exposed earth in unvented crawl spaces is covered with Class I vapor retarder with overlapping joints taped.
Shafts, penetrations	Duct shafts, utility penetrations, knee walls and flue shafts opening to exterior or unconditioned space are sealed.
Narrow cavities	Batts in narrow cavities are cut to fit, or narrow cavities are filled by sprayed/blown insulation.
Garage separation	Air sealing is provided between the garage and conditioned spaces.
Recessed lighting	Recessed light fixtures are air tight, IC rated, and sealed to drywall. Exception—fixtures in conditioned space.
Plumbing and wiring	Insulation is placed between outside and pipes. Batt insulation is cut to fit around wiring and plumbing, or sprayed/blown insulation extends behind piping and wiring.
Shower/tub on exterior wall	Showers and tubs on exterior walls have insulation and an air barrier separating them from the exterior wall.
Electrical/phone box on exterior walls	Air barrier extends behind boxes or air sealed-type boxes are installed.
Common wall	Air barrier is installed in common wall between dwelling units.
HVAC register boots	HVAC register boots that penetrate building envelope are sealed to subfloor or drywall.
Fireplace	Fireplace walls include an air barrier.

403.2.3 Building cavities (Mandatory). Building framing cavities shall not be used as supply ducts.

403.3 Mechanical system piping insulation (Mandatory). Mechanical system piping capable of carrying fluids above 105°F (41°C) or below 55°F (13°C) shall be insulated to a minimum of R-3.

403.4 Circulating hot water systems (Mandatory). All circulating service hot water piping shall be insulated to at least R-2. Circulating hot water systems shall include an automatic or readily *accessible* manual switch that can turn off the hot-water circulating pump when the system is not in use.

403.5 Mechanical ventilation (Mandatory). Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

403.6 Equipment sizing (Mandatory). Heating and cooling equipment shall be sized in accordance with Section M1401.3 of the *International Residential Code*.

403.7 Systems serving multiple dwelling units (Mandatory). Systems serving multiple dwelling units shall comply with Sections 503 and 504 in lieu of Section 403.

403.8 Snow melt system controls (Mandatory). Snow- and ice-melting systems, supplied through energy service to the building, shall include automatic controls capable of shutting off the system when the pavement temperature is above 50°F, and no precipitation is falling and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40°F.

403.9 Pools (Mandatory). Pools shall be provided with energy-conserving measures in accordance with Sections 403.9.1 through 403.9.3.

403.9.1 Pool heaters. All pool heaters shall be equipped with a readily *accessible* on-off switch to allow shutting off the heater without adjusting the thermostat setting. Pool heaters fired by natural gas or LPG shall not have continuously burning pilot lights.

403.9.2 Time switches. Time switches that can automatically turn off and on heaters and pumps according to a preset schedule shall be installed on swimming pool heaters and pumps.

Exceptions:

1. Where public health standards require 24-hour pump operation.
2. Where pumps are required to operate solar- and waste-heat-recovery pool heating systems.

403.9.3 Pool covers. Heated pools shall be equipped with a vapor-retardant pool cover on or at the water surface. Pools heated to more than 90°F (32°C) shall have a pool cover with a minimum insulation value of R-12.

Exception: Pools deriving over 60 percent of the energy for heating from site-recovered energy or solar energy source.

SECTION 404 ELECTRICAL POWER AND LIGHTING SYSTEMS

404.1 Lighting equipment (Prescriptive). A minimum of 50 percent of the lamps in permanently installed lighting fixtures shall be high-efficacy lamps.

SECTION 405 SIMULATED PERFORMANCE ALTERNATIVE (Performance)

405.1 Scope. This section establishes criteria for compliance using simulated energy performance analysis. Such analysis shall include heating, cooling, and service water heating energy only.

405.2 Mandatory requirements. Compliance with this section requires that the mandatory provisions identified in Section 401.2 be met. All supply and return ducts not completely inside the *building thermal envelope* shall be insulated to a minimum of R-6.

405.3 Performance-based compliance. Compliance based on simulated energy performance requires that a proposed residence (*proposed design*) be shown to have an annual energy cost that is less than or equal to the annual energy cost of the *standard reference design*. Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's *State Energy Price and Expenditure Report*. *Code officials* shall be permitted to require time-of-use pricing in energy cost calculations.

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of *conditioned floor area* shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

405.4 Documentation.

405.4.1 Compliance software tools. Documentation verifying that the methods and accuracy of the compliance software tools conform to the provisions of this section shall be provided to the *code official*.

405.4.2 Compliance report. Compliance software tools shall generate a report that documents that the *proposed design* complies with Section 405.3. The compliance documentation shall include the following information:

1. Address or other identification of the residence;
2. An inspection checklist documenting the building component characteristics of the *proposed design* as listed in Table 405.5.2(1). The inspection checklist shall show results for both the *standard reference design* and the *proposed design*, and shall document all inputs entered by the user necessary to reproduce the results;
3. Name of individual completing the compliance report; and

4. Name and version of the compliance software tool.

Exception: Multiple orientations. When an otherwise identical building model is offered in multiple orientations, compliance for any orientation shall be permitted by documenting that the building meets the performance requirements in each of the four cardinal (north, east, south and west) orientations.

405.4.3 Additional documentation. The *code official* shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the *standard reference design*.
2. A certification signed by the builder providing the building component characteristics of the *proposed design* as given in Table 405.5.2(1).
3. Documentation of the actual values used in the software calculations for the *proposed design*.

405.5 Calculation procedure.

405.5.1 General. Except as specified by this section, the *standard reference design* and *proposed design* shall be configured and analyzed using identical methods and techniques.

405.5.2 Residence specifications. The *standard reference design* and *proposed design* shall be configured and analyzed as specified by Table 405.5.2(1). Table 405.5.2(1) shall include by reference all notes contained in Table 402.1.1.

405.6 Calculation software tools.

405.6.1 Minimum capabilities. Calculation procedures used to comply with this section shall be software tools capable of calculating the annual energy consumption of all building elements that differ between the *standard reference design* and the *proposed design* and shall include the following capabilities:

1. Computer generation of the *standard reference design* using only the input for the *proposed design*. The calculation procedure shall not allow the user to directly modify the building component characteristics of the *standard reference design*.
2. Calculation of whole-building (as a single *zone*) sizing for the heating and cooling equipment in the *standard reference design* residence in accordance with Section M1401.3 of the *International Residential Code*.
3. Calculations that account for the effects of indoor and outdoor temperatures and part-load ratios on the performance of heating, ventilating and air-conditioning equipment based on climate and equipment sizing.
4. Printed *code official* inspection checklist listing each of the *proposed design* component characteristics from Table 405.5.2(1) determined by the analysis to provide compliance, along with their respective performance ratings (e.g., *R*-value, *U*-factor, SHGC, HSPF, AFUE, SEER, EF, etc.).

405.6.2 Specific approval. Performance analysis tools meeting the applicable sections of Section 405 shall be permitted to be *approved*. Tools are permitted to be *approved* based on meeting a specified threshold for a jurisdiction. The *code official* shall be permitted to approve tools for a specified application or limited scope.

405.6.3 Input values. When calculations require input values not specified by Sections 402, 403, 404 and 405, those input values shall be taken from an *approved* source.

TABLE 405.5.2(1)
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Above-grade walls	Type: mass wall if proposed wall is mass; otherwise wood frame. Gross area: same as proposed U-factor: from Table 402.1.3 Solar absorptance = 0.75 Remittance = 0.90	As proposed As proposed As proposed As proposed As proposed
Basement and crawl space walls	Type: same as proposed Gross area: same as proposed U-factor: from Table 402.1.3, with insulation layer on interior side of walls.	As proposed As proposed As proposed
Above-grade floors	Type: wood frame Gross area: same as proposed U-factor: from Table 402.1.3	As proposed As proposed As proposed
Ceilings	Type: wood frame Gross area: same as proposed U-factor: from Table 402.1.3	As proposed As proposed As proposed
Roofs	Type: composition shingle on wood sheathing Gross area: same as proposed Solar absorptance = 0.75 Emittance = 0.90	As proposed As proposed As proposed As proposed
Attics	Type: vented with aperture = 1 ft ² per 300 ft ² ceiling area	As proposed
Foundations	Type: same as proposed foundation wall area above and below grade and soil characteristics: same as proposed.	As proposed As proposed
Doors	Area: 40 ft ² Orientation: North U-factor: same as fenestration from Table 402.1.3.	As proposed As proposed As proposed
Glazing ^a	Total area ^b = (a) The proposed glazing area; where proposed glazing area is less than 15% of the conditioned floor area. (b) 15% of the conditioned floor area; where the proposed glazing area is 15% or more of the conditioned floor area. Orientation: equally distributed to four cardinal compass orientations (N, E, S & W). U-factor: from Table 402.1.3 SHGC: From Table 402.1.1 except that for climates with no requirement (NR) SHGC = 0.40 shall be used. Interior shade fraction: Summer (all hours when cooling is required) = 0.70 Winter (all hours when heating is required) = 0.85 ^c External shading: none	As proposed As proposed As proposed As proposed Same as standard reference design As proposed
Skylights	None	As proposed
Thermally isolated sunrooms	None	As proposed

(continued)

TABLE 405.5.2(1)—continued
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Air exchange rate	Specific leakage area (SLA) ^d = 0.00036 assuming no energy recovery	For residences that are not tested, the same as the standard reference design. For residences without mechanical ventilation that are tested in accordance with ASHRAE 119, Section 5.1, the measured air exchange rate ^e but not less than 0.35 ACH For residences with mechanical ventilation that are tested in accordance with ASHRAE 119, Section 5.1, the measured air exchange rate ^e combined with the mechanical ventilation rate, f which shall not be less than $0.01 \times CFA + 7.5 \times (N_{br} + 1)$ where: CFA = conditioned floor area N_{br} = number of bedrooms
Mechanical ventilation	None, except where mechanical ventilation is specified by the proposed design, in which case: Annual vent fan energy use: $kWh/yr = 0.03942 \times CFA + 29.565 \times (N_{br} + 1)$ where: CFA = conditioned floor area N_{br} = number of bedrooms	As proposed
Internal gains	$IGain = 17,900 + 23.8 \times CFA + 4104 \times N_{br}$ (Btu/day per dwelling unit)	Same as standard reference design
Internal mass	An internal mass for furniture and contents of 8 pounds per square foot of floor area.	Same as standard reference design, plus any additional mass specifically designed as a thermal storage element ^{g, f} but not integral to the building envelope or structure
Structural mass	For masonry floor slabs, 80% of floor area covered by R-2 carpet and pad, and 20% of floor directly exposed to room air. For masonry basement walls, as proposed, but with insulation required by Table 402.1.3 located on the interior side of the walls For other walls, for ceilings, floors, and interior walls, wood frame construction	As proposed As proposed As proposed
Heating systems ^{g, h}	As proposed Capacity: sized in accordance with Section M1401.3 of the <i>International Residential Code</i>	As proposed
Cooling systems ^{g, i}	As proposed Capacity: sized in accordance with Section M1401.3 of the <i>International Residential Code</i>	As proposed
Service water heating ^{h, k}	As proposed Use: same as proposed design	As proposed $gal/day = 30 + (10 \times N_{br})$
Thermal distribution systems	A thermal distribution system efficiency (DSE) of 0.88 shall be applied to both the heating and cooling system efficiencies for all systems other than tested duct systems. Duct insulation: From Section 403.2.1. For tested duct systems, the leakage rate shall be the applicable maximum rate from Section 403.2.2.	As tested or as specified in Table 405.5.2(2) if not tested
Thermostat	Type: Manual, cooling temperature setpoint = 75°F; Heating temperature setpoint = 72°F	Same as standard reference

(continued)

TABLE 405.5.2(1)—continued

For SI: 1 square foot = 0.93 m²; 1 British thermal unit = 1055 J; 1 pound per square foot = 4.88 kg/m²; 1 gallon (U.S.) = 3.785 L; °C = (°F-3)/1.8, 1 degree = 0.79 rad.

- a. Glazing shall be defined as sunlight-transmitting fenestration, including the area of sash, curbing or other framing elements, that enclose conditioned space. Glazing includes the area of sunlight-transmitting fenestration assemblies in walls bounding conditioned basements. For doors where the sunlight-transmitting opening is less than 50 percent of the door area, the glazing area is the sunlight transmitting opening area. For all other doors, the glazing area is the rough frame opening area for the door including the door and the frame.
- b. For residences with conditioned basements, R-2 and R-4 residences and townhouses, the following formula shall be used to determine glazing area:

$$AF = A_s \times FA \times F$$
 where:
 AF = Total glazing area.
 A_s = Standard reference design total glazing area.
 FA = (Above-grade thermal boundary gross wall area)/(above-grade boundary wall area + 0.5 × below-grade boundary wall area).
 F = (Above-grade thermal boundary wall area)/(above-grade thermal boundary wall area + common wall area) or 0.56, whichever is greater.
 and where:
 Thermal boundary wall is any wall that separates conditioned space from unconditioned space or ambient conditions.
 Above-grade thermal boundary wall is any thermal boundary wall component not in contact with soil.
 Below-grade boundary wall is any thermal boundary wall in soil contact.
 Common wall area is the area of walls shared with an adjoining dwelling unit.
- c. For fenestrations facing within 15 degrees (0.26 rad) of true south that are directly coupled to thermal storage mass, the winter interior shade fraction shall be permitted to be increased to 0.95 in the proposed design.
- d. Where leakage area (L) is defined in accordance with Section 5.1 of ASHRAE 119 and where:

$$SLA = LCFA$$
 where L and CFA are in the same units.
- e. Tested envelope leakage shall be determined and documented by an independent party approved by the code official. Hourly calculations as specified in the 2001 ASHRAE *Handbook of Fundamentals*, Chapter 26, page 26.21, Equation 40 (Sherman-Grimsrud model) or the equivalent shall be used to determine the energy loads resulting from infiltration.
- f. The combined air exchange rate for infiltration and mechanical ventilation shall be determined in accordance with Equation 43 of 2001 ASHRAE *Handbook of Fundamentals*, page 26.24 and the "Whole-house Ventilation" provisions of 2001 ASHRAE *Handbook of Fundamentals*, page 26.19 for intermittent mechanical ventilation.
- g. Thermal storage element shall mean a component not part of the floors, walls or ceilings that is part of a passive solar system, and that provides thermal storage such as enclosed water columns, rock beds, or phase-change containers. A thermal storage element must be in the same room as fenestration that faces within 15 degrees (0.26 rad) of true south, or must be connected to such a room with pipes or ducts that allow the element to be actively charged.
- h. For a proposed design with multiple heating, cooling or water heating systems using different fuel types, the applicable standard reference design system capacities and fuel types shall be weighted in accordance with their respective loads as calculated by accepted engineering practice for each equipment and fuel type present.
- i. For a proposed design without a proposed heating system, a heating system with the prevailing federal minimum efficiency shall be assumed for both the standard reference design and proposed design. For electric heating systems, the prevailing federal minimum efficiency air-source heat pump shall be used for the standard reference design.
- j. For a proposed design home without a proposed cooling system, an electric air conditioner with the prevailing federal minimum efficiency shall be assumed for both the standard reference design and the proposed design.
- k. For a proposed design with a nonstorage-type water heater, a 40-gallon storage-type water heater with the prevailing federal minimum energy factor for the same fuel as the predominant heating fuel type shall be assumed. For the case of a proposed design without a proposed water heater, a 40-gallon storage-type water heater with the prevailing federal minimum efficiency for the same fuel as the predominant heating fuel type shall be assumed for both the proposed design and standard reference design.

TABLE 405.5.2(2)
DEFAULT DISTRIBUTION SYSTEM EFFICIENCIES FOR PROPOSED DESIGNS^a

DISTRIBUTION SYSTEM CONFIGURATION AND CONDITION:	FORCED AIR SYSTEMS	HYDRONIC SYSTEMS ^b
Distribution system components located in unconditioned space	—	0.95
Untested distribution systems entirely located in conditioned space ^c	0.88	1
"Ductless" systems ^d	1	—

For SI: 1 cubic foot per minute = 0.47 L/s; 1 square foot = 0.093 m²; 1 pound per square inch = 6895 Pa; 1 inch water gauge = 1250 Pa.

- a. Default values given by this table are for untested distribution systems, which must still meet minimum requirements for duct system insulation.
- b. Hydronic systems shall mean those systems that distribute heating and cooling energy directly to individual spaces using liquids pumped through closed loop piping and that do not depend on ducted, forced airflow to maintain space temperatures.
- c. Entire system in conditioned space shall mean that no component of the distribution system, including the air handler unit, is located outside of the conditioned space.
- d. Ductless systems shall be allowed to have forced airflow across a coil but shall not have any ducted airflow external to the manufacturer's air handler enclosure.

Impacts of the 2009 IECC for Residential Buildings at State Level

September 2009

Prepared by Pacific Northwest National Laboratory
for the U.S. Department of Energy Building Energy Codes Program

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UNITED STATES DEPARTMENT OF ENERGY

under Contract DE-AC05-76RL01830

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Executive Summary

The Building Energy Codes Program (BECP) recently conducted a nationwide residential energy code analysis for the U.S. Department of Energy (DOE). The analysis compares the requirements of the 2009 International Energy Conservation Code® (IECC) with the residential code—or typical construction practice in the absence of a code—in most states as of June 2009. The results, which include estimated typical energy savings of updating each state's code to the 2009 IECC, are provided in this report in chapters specific to each state.

An overview of the 2009 IECC and its major chapters, as well as a brief comparison to previous versions, is provided as introductory information. The IECC is then briefly compared to the International Residential Code, which contains a chapter with energy efficiency requirements that are very similar to the IECC.

Several states have either not adopted a mandatory energy code or developed their own codes which have minimal or no connection to the IECC. The latter—including California, Florida, Oregon, and Washington—were not included in this analysis as the codes in these states would be difficult to appropriately compare to the 2009 IECC and most of these states have energy offices that have already assessed the IECC on their own.

Chapter 2 is dedicated to outlining some of the major code differences in the 2009 IECC that are not contained in any previous version of the code, and to which much of the energy savings of the 2009 IECC compared to previous versions is attributable. These energy saving differences are described in further detail in the report, and include:

- Mandatory duct pressure testing coupled with maximum allowable duct leakage rates. These requirements are applicable when any portion of the ducts are outside the conditioned space.
- A requirement that 50% of lamps in a residence must be energy efficient
- Several improvements in basic envelope requirements
- Elimination of trade-off credits for high efficiency heating, cooling, or water heating equipment.

The full results of each state specific analysis are provided in the following report.¹

¹ DISCLAIMER: The results contained in this report are complete and accurate to the best of BECP's knowledge, based on information available at the time it was written.

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1.0 Chapter 1 Overview of the 2009 IECC

1.1 Introduction

This report examines the requirements of the 2009 International Energy Conservation Code® (IECC) on residential buildings on a state-by-state basis with a separate, stand-alone chapter for each state. A summary of the requirements of the code is given for each state. The 2009 IECC is then compared to the current state code for most states² or typical current construction practice for the states that do not have a residential energy efficiency code. Estimated typical energy savings of updating each state's code to the 2009 IECC are reported.

1.2 Overview of the 2009 IECC

The International Energy Conservation Code sets requirements for the “effective use of energy” in all buildings. Certain buildings that use very low energy use (such as buildings with no heating or cooling) are exempt. The code applies to new buildings and to remodels, renovations, and additions to buildings.

Table 1 shows the organization of the 2009 IECC. The IECC has two separate categories of buildings: residential and commercial. The code requirements are almost entirely different for these two categories. Residential buildings are essentially defined as low-rise buildings (3 stories or less above grade) intended for long-term living (hotels/motels are classified as commercial buildings). The requirements for residential buildings are in Chapter 4; the requirements for commercial buildings are in Chapter 5. Chapters 1 through 3 and Chapter 6 apply to all buildings. This report only addresses the residential portion of the IECC, a separate report addresses commercial buildings³.

The only chapters of the IECC with specific requirements for residential buildings are Chapter 4 and, to a lesser extent, Chapter 1 and Chapter 3. Chapter 4 does reference certain commercial building requirements in Chapter 5 (for example, HVAC systems serving multiple dwelling units). Chapters 2 and 6 only provide supporting information.

Chapter 1 primarily addresses when the code applies and provides instruction to help confirm compliance with the code.

Table 2 below summarizes the sections in Chapter 1.

Chapter 2 defines terms used in the code.

Chapter 3 provides a U.S. map and tables of the climate zones used in the IECC. Climate zones in the code are set on county boundaries. These zones are shown in Figure 1. Section 303 specifies information required at the building site to verify insulation level and specifies National Fenestration Rating Council (NFRC) standards for

² States with their own home-developed codes are not compared to the IECC in this report. This includes California, Oregon, Washington, and Florida. This is done for two reasons. First, these states generally have codes that have little resemblance to the IECC, making a thorough comparison beyond the scope of this study. Second, these states generally have highly capable energy offices that are capable of assessing the IECC on their own (and often have). Alaska, Hawaii and Vermont also do not have an energy analysis here because of difficulties in assessing construction practice particular to those states. No energy analysis was conducted for states that have already adopted the 2009 IECC.

³ Many states adopt the ANSI/ASHRAE/IESNA Standard 90.1 for commercial buildings rather than the IECC and therefore 90.1-2007 is examined for commercial buildings in the separate report. The 2009 IECC permits compliance with Standard 90.1-2007 as one option for complying with the IECC for commercial buildings.

rating fenestration performance. Chapter 3 contains only one element that directly contains a specific construction requirement: protective covering for insulation on the exterior of foundations (Section 303.2.1).

Table 1. IECC Table of Contents

CHAPTER 1 ADMINISTRATION
101 Scope and General Requirements
102 Alternate Materials—Method of Construction, Design or Insulating Systems
103 Construction Documents
104 Inspections
105 Validity
106 Reference Standards
107 Fees
108 Stop Work Order
109 Board of Appeals
CHAPTER 2 DEFINITIONS
201 General
202 General Definitions
CHAPTER 3 CLIMATE ZONES
301 Climate Zones
302 Design Conditions
303 Materials, Systems and Equipment
CHAPTER 4 RESIDENTIAL ENERGY EFFICIENCY
401 General
402 Building Thermal Envelope
403 Systems
404 Electrical Power and Lighting Systems
405 Simulated Performance Alternative
CHAPTER 5 COMMERCIAL ENERGY EFFICIENCY
501 General
502 Building Envelope Requirements
503 Building Mechanical Systems
504 Service Water Heating
505 Electrical Power and Lighting Systems
506 Total Building Performance
CHAPTER 6 REFERENCED STANDARDS

Table 2. Overview of IECC Chapter 1

Section	Overview/summary
101 Scope and General Requirements	Defines how code applies to additions, alterations, renovations, and repairs. Exempts certain low energy buildings.
102 Alternate Materials—Method of Construction, Design or Insulating Systems	Provides code official leeway in interpreting requirements.
103 Construction Documents	Construction documents as required by the code official must be provided.
104 Inspections	Inspections must be permitted and code officials must give approval before allowing further construction or occupancy.
105 Validity	Instructs that remainder of code applies even if a portion is found to be illegal or void.
106 Referenced Standards	Referenced standards must be complied with; the IECC takes precedence if there are any conflicts.
107 Fees	Fees for permits.
108 Stop Work Order	Authority and conditions for stop work orders
109 Board of Appeals	For hearing and deciding appeals.

1.3 Residential Building Requirements – Chapter 4 of the IECC

The 2009 IECC sets construction requirements related to energy efficiency for four energy end-uses:

- 1) Space heating
- 2) Space cooling (air conditioning)
- 3) Water heating
- 4) Lighting⁴

Table 3 shows the organization of the IECC requirements in Chapter 4.

Most of the requirements in the IECC are contained in Section 402 for the building envelope (ceilings, walls, windows, floor/foundation). Figure 1 shows the prescriptive requirements for most envelope measures (there are also separate requirements for skylights, high mass walls, and steel-framed ceilings, walls, and floors).

⁴ Lighting is new to the scope of the IECC for residential buildings in 2009. Previous editions of the IECC only had requirements for space heating, space cooling, and water heating.

Table 3. Overview of IECC Chapter 4

Section	Overview/summary
401 General	Identifies the two compliance paths: prescriptive and performance. Requires a certificate to be posted on the building listing R-values and other energy efficiency information.
402 Building Thermal Envelope	This section contains most of the prescriptive requirements in the code. Insulation and fenestration requirements are given by climate zone. Air sealing requirements.
403 Systems	Contains requirements for heat pump controls, duct testing and sealing, piping insulation, and equipment sizing.
404 Electrical Power and Lighting Systems	Contains requirements for efficient lighting.
405 Simulated Performance Alternative	The performance approach. This utilizes the requirements of Sections 401 through 404 as a starting point and allows trade-offs. Unlike previous versions of the IECC this does not give extra credit for high efficiency heating, cooling, and water heating equipment. Compliance is determined using computer software. Allows more flexibility in meeting the code.

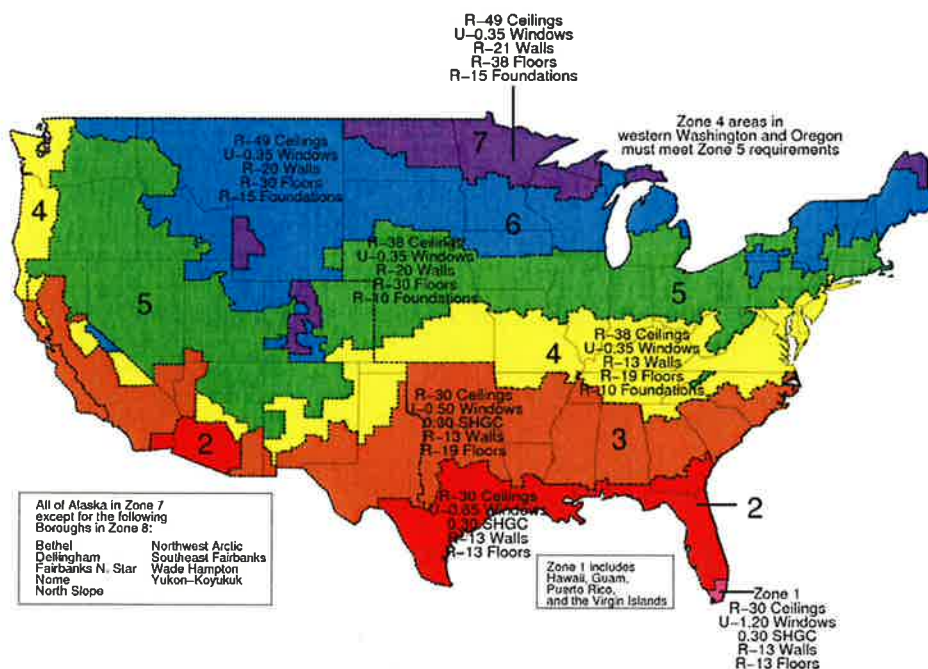


Figure 1. Prescriptive Envelope requirements

1.4 Comparison to Previous Versions of the IECC

The IECC is typically published every three years, though there are some exceptions. In the last two decades, full editions of the MEC came out in 1989, 1992, 1993, and 1995, and full editions of the IECC came out in 1998, 2000, 2003, 2006, and 2009⁵.

Though there were changes in each edition of the IECC from the previous one, the IECC can be categorized into two general eras: 2003 and before, and 2004 and after. This is because the residential portion of the IECC was heavily revised in 2004. The climate zones were completely revised (reduced from 17 zones to 8 primary zones in 2004) and the building envelope requirements were restructured into a different format. The code became much more concise and much simpler to use. These changes complicate comparisons of state codes based on pre-2004 versions of the IECC to the 2009 IECC.

The IECC also had substantial revisions from 2006 to 2009. These revisions were not to the code format, but rather were changes to specific requirements to improve energy efficiency and make the code more stringent. The 2009 has some important new requirements:

- The duct system now has to be tested and the air leakage out of ducts must be kept to an acceptable maximum level. Testing is not required if all ducts are inside the building envelope (for example in heated basements), though the ducts still have to be sealed.
- 50% of the lighting “lamps” (bulbs, tubes, etc.) in a building have to be energy efficient. Compact fluorescents qualify, standard incandescent bulbs do not.
- Trade-off credit can no longer be obtained for high efficiency HVAC equipment. For example, if a high efficiency furnace is used, no reduction in wall insulation is allowed. This will have a great impact on reducing the flexibility allowed by the REScheckTM software. No energy impact is assigned to this code change in the analysis of updating state codes to the 2009 IECC in this report.
- Vertical fenestration U-factor requirements are reduced from 0.75 to 0.65 in Climate Zone 2, 0.65 to 0.5 in Climate Zone 3, and 0.4 to 0.35 in Climate Zone 4.
- The maximum allowable solar heat gain coefficient is reduced from 0.40 to 0.30 in Climate Zones 1, 2, and 3.
- R-20 walls in climate zones 5 and 6 (increased from R-19)
- Modest basement wall and floor insulation improvements
- R-3 pipe insulation on hydronic distribution systems (increased from R-2)
- Limitation on opaque door exemption both size and style (side hinged)
- Improved air-sealing language
- Controls for driveway/sidewalk snow melting systems
- Pool covers are required for heated pools.

1.5 The IECC Compared to the International Residential Code (IRC)

Chapter 11 of the IRC contains energy efficiency requirements that are very similar to the IECC. This Chapter allows compliance with the IECC as an option for IRC compliance. The scope of the IRC is limited to one- and two-family dwellings and to townhouses, whereas the IECC includes other low-rise multifamily buildings such

⁵ There was also a published version of the IECC in 2004, but that version is referred to as a “supplement” edition.

as apartments. States can adopt the IRC, the IECC, or both. While nearly all the requirements in the IRC are identical to those in the IECC, there are a few differences between the 2009 IECC and 2009 IRC. Most notably:

- The IRC requires 0.35 solar heat gain coefficient (SHGC) glazing in Climate Zones 1-3, the IECC requires 0.30 SHGC. Impact resistant fenestration in Climate Zones 2 and 3 is allowed to have an SHGC of up to 0.40 in the IRC only.
- The IECC has higher basement wall and floor insulation levels in colder zones.
- The IRC has no “mandatory” (cannot be traded off) requirements related to fenestration U-factor or SHGC, the IECC does.
- Compliance with the IECC is allowed as an alternative to Chapter 11 of the IRC. The IRC does not directly contain a simulated performance alternative; the IECC must be used instead for this compliance alternative.

Because of these changes, the 2009 IRC does not achieve equivalent energy savings to the 2009 IECC.

1.6 Current State Codes

This report addresses each state code individually, but a brief summary of state codes is presented here. Almost 40 states have adopted the IECC or its predecessor, the Model Energy Code (MEC), as their mandatory state code. Many of these states have made some modifications or amendments to the IECC or MEC. These modifications can vary from a few minor changes to extensive revisions.

Some states have no mandatory codes. As of the date of this report, these states are:

- Alabama
- Hawaii
- Kansas
- Mississippi
- Missouri
- North Dakota
- South Dakota
- Wyoming

Four states have developed their own codes that have minimal or no connection to the IECC:

- California
- Florida
- Oregon
- Washington

In certain cases, cities or counties within a state have a different code from the rest of the state. For example, Austin and Houston have adopted progressive energy codes that exceed the minimum Texas statewide code.

2.0 Chapter 2 – Energy Analysis of Major Improvement in 2009 IECC

The 2009 IECC contains major differences that are not contained in any previous version of the IECC. These changes account for much of the energy savings attributable to the 2009 IECC compared to any of the older versions of the IECC.

2.1 Duct Testing

Section 403.2.2 of the 2009 IECC requires air ducts systems, where any of the ducts pass outside of the conditioned space (into attics, garages, etc.), to be pressure tested for leakage with maximum leakage rates specified. The duct system now has to be tested to prove that the air leakage out of ducts is kept to an acceptable level. Testing is not required if all ducts are inside the building envelope (for example in heated basements), though all ducts are required to be sealed.

The IECC has always required ducts to be sealed. However, multiple studies have shown that visual inspection of ducts is not adequate. Ducts are often located in difficult to access areas such as attics and crawl spaces. Cracks and other leakage points in ducts may not be visible because they are covered by insulation, hidden from view, or simply too small to be readily apparent to the human eye. Testing of completed homes in Washington state, where prescriptive code requirements for duct sealing apply, “showed no significant improvement” over non-code homes (Washington State University 2001). Another study from Washington state concluded: “Comparisons to air leakage rates reported elsewhere for homes built before the implementation of the 1991 WSEC show no significant improvement by the general population” despite years of training emphasizing duct sealing (Hales et al. 2003). The requirement to meet a specific leakage limit will result in improving the buildings that would have had the leakiest ducts. Figure 2 illustrates this effect.

Numerous other studies around the nation show substantial duct leakage in new homes, including those in states with codes requiring duct sealing. For example, a 2001 study of 186 houses built under the MEC in Massachusetts reported “serious problems were found in the quality of duct sealing in about 80% of these houses” (Xenergy 2001). Pressurization tests in 22 of these houses found an average leakage to the outside of the house of 183 cfm, or 21.6% of the system flow, at a pressure of 25 Pascals.

The IECC allows a variety of compliance methods. Notably, the testing can be done at rough-in stage immediately after the ducts are installed. This allows potentially costly call backs to be avoided if the tested leakage rate exceeds code requirements.

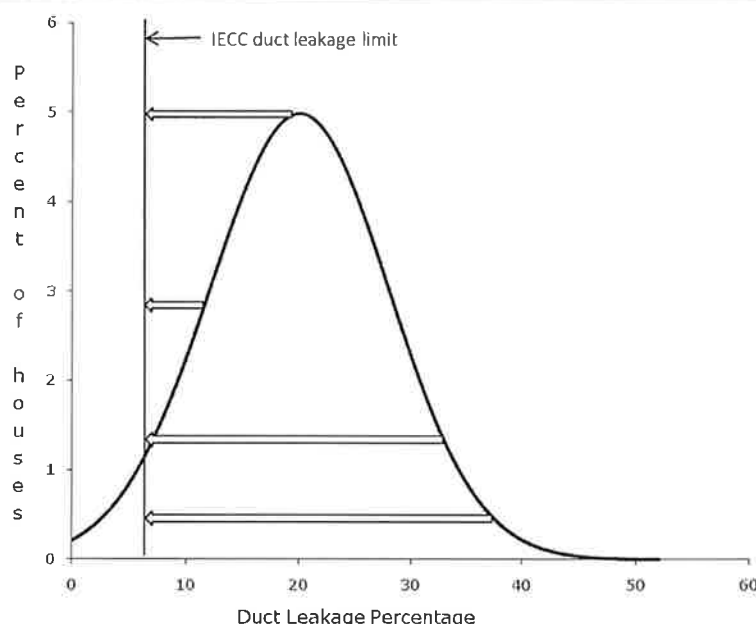


Figure 2. Impact of improved duct sealing. The curve illustrates the approximate distribution of leakage rate in new homes. The arrows show the reduction in duct leakage necessary to meet the code requirement.

2.2 Lighting

The 2009 IECC requires 50% of lamps (bulbs, tubes) within a residence to be energy efficient. There were no requirements for lighting in single-family homes in previous versions of the IECC. This includes but is not limited to CFLs. Standard incandescent bulbs do not qualify. Savings attributable to the lighting requirements in the IECC will decrease as Federal law requires improved light bulbs in 2012 to 2014.

2.3 Envelope Improvements

The 2009 IECC has a number of improvements in basic envelope requirements over the 2006 IECC. Allowable glazed fenestration (windows and skylights) SHGC has been reduced to a maximum of 0.30, meaning that no more than 30% of the sun's heat can pass through the window into the home. Fenestration U-factor requirements have improved in Climate Zones 2, 3, and 4. Wall insulation for wood frame walls has been bumped up from R-19 to R-20 in Climate Zones 5 and 6. Floor insulation and basement wall insulation have increased in the very coldest zones.

2.4 Elimination of Equipment Trade-offs

Previous versions of the IECC allow reductions in envelope measures to below-code levels if heating and cooling equipment efficiency is improved to above-code levels. For example, a popular trade-off in colder climates is to use a high efficiency gas furnace allowing a reduction of wall insulation. The 2009 IECC eliminates these types of trade-offs. Since these trade-offs are by definition energy neutral, their elimination in theory would not impact energy use. However, building envelope measures often have longer lifetimes than heating and cooling equipment so there can be long-term impacts. Additionally, there is expected to be some "free rider" effect where high efficiency equipment will be used regardless of the IECC requirements and the trade-offs, so the older IECC allowed envelope reductions as an unintended side effect.

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September 2009

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(9/2003)

Analysis of 2009 International Energy Conservation Code Requirements for Residential Buildings in Arkansas

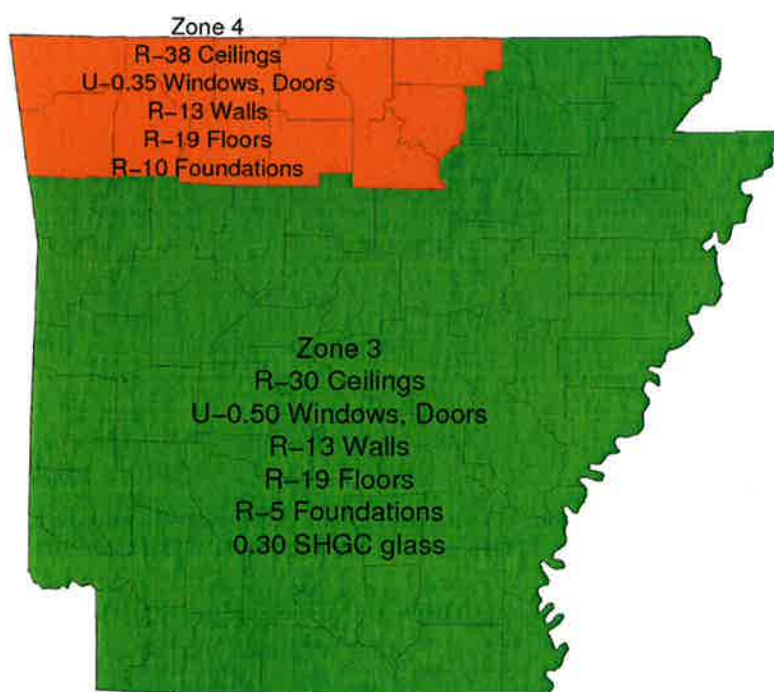
Summary

The 2009 International Energy Conservation Code (IECC) contains several major improvements in energy efficiency over the current state code, the 2003 IECC with amendments. The most notable changes are improved duct sealing and efficient lighting requirements. A limited analysis of these changes resulted in estimated savings of \$242 to \$245 a year for an average new house at recent fuel prices.

Overview of the 2009 IECC

The IECC scope includes residential single-family housing and multifamily housing three stories or less above-grade intended for permanent living (hotel/motel is not “residential”). The code applies to new buildings and additions/alterations/renovations/ repairs.

The map below shows the primary building envelope requirements for all residential buildings in the 2009 IECC.



Notable requirements in the 2009 IECC:

- Building envelope must be caulked and sealed.
- Slab-on-grade insulation is R-10 to a depth of 2 feet in Zone 4. Insulation is not required for slab-on-grade foundations in Zone 3.
- Supply ducts in attics must be insulated to R-8. Return ducts in attics and all ducts in crawlspaces, unheated basements, garages, or otherwise outside building envelope must be insulated to R-6.

BUILDING ENERGY CODES PROGRAM

IMPACTS OF THE 2009 IECC FOR RESIDENTIAL BUILDINGS IN ARKANSAS

- All ducts must be sealed and either:
 - *verified by pressure testing* – the duct system has to be tested and the air leakage out of ducts must be kept to an acceptable maximum level.
 - *installed entirely within the building thermal envelope* – testing is not required if all ducts are inside the building thermal envelope (for example in heated basements), though the ducts still have to be sealed.
- Piping for hydronic (boiler) heating systems must be insulated to R-3.
- Although vapor retarders are not required by the IECC, the I-codes do set wall vapor retarder requirements in Section R601.3 of the 2009 IRC. However, vapor retarders are not required in Arkansas.
- Less insulation is allowed for mass walls and more insulation is required for steel framing.
- 50% of the lighting “lamps” (bulbs, tubes, etc.) in a building must be high efficacy. Compact fluorescents qualify, standard incandescent bulbs do not. Standard I-code administrative requirements (inspections, documentation) apply.
- A certificate must be posted near the electrical panel listing insulation levels and other energy efficiency measures.

Exemptions/Allowances from prescriptive measures:

- One door and 15 ft² of window area are exempt
- Skylight U-factors are allowed to be U-0.65 in Zone 3 and U-0.60 in Zone 4
- 500 ft² or 20% of ceiling area of cathedral ceiling, whichever is less, is allowed to have R-30 insulation

Mandatory Requirements:

Windows can never exceed an area-weighted U-factor of 0.48 in Zone 4 and cannot exceed an area-weighted SHGC of 0.50 in Zone 3. The 2009 IECC also identifies a set of other requirements that are strictly “mandatory” that must be done in all buildings, such as building envelope and duct sealing.

Compliance Paths:

The IECC effectively contains three alternative compliance paths.

- 1) Prescriptive measures. This is considered the simplest path. These requirements do not vary by building size, shape, window area, or other features. The IECC has a single table of requirements for insulation R-values and window and door U-factors and SHGC. There is a corresponding U-factor table that permits compliance of less common component types (e.g., structural insulated panels), albeit without any cross-component trade-offs.
- 2) Total building envelope UA (U-factor multiplied by area). This is the path predominantly used by the REScheckTM software. Based on the prescriptive U-factor table, it allows trade-offs whereby some energy efficiency measures can fall below code requirements if balanced by other measures that exceed code requirements.
- 3) Simulated performance (requires software programs). This path allows compliance if the home has a calculated annual energy consumption (or energy cost) equal to or less than that of a standard reference design that just meets the code’s prescriptive requirements. This path allows for crediting energy efficiency measures not accounted for in the other paths, such as renewable energy measures. The 2009 performance path differs from previous editions of the IECC in that it allows no tradeoff credit for the use of high efficiency space heating, space cooling, or water heating equipment.

Main Difference between the Current Arkansas Code and the 2009 IECC

Arkansas has adopted the 2003 IECC with amendments, including:

- No glazed fenestration SHGC requirement. The 2003 IECC requires a maximum SHGC of 0.40 in south and central Arkansas.
- Duct insulation is set to R-5.6. The 2003 IECC duct insulation values vary from R-2 to R-8.

Major differences between the 2009 IECC and the Arkansas code are listed below:

- The current state code requires ducts to be sealed but not to a specific leakage rate verified by testing as is required in the 2009 IECC (if any ducts are outside the building envelope).
- 50% of the lighting “lamps” (bulbs, tubes, etc.) in a building have to be high efficacy in the 2009 IECC; the 2003 IECC has no lighting requirement. Compact fluorescents qualify, standard incandescent bulbs do not.
- Trade-off credit can no longer be obtained for high efficiency HVAC equipment in the 2009 IECC. For example, if a high efficiency furnace is used, no reduction in wall insulation is allowed. (This will have a substantial impact on the flexibility allowed by the REScheckTM software and other energy performance analysis tools.)
- The format of the 2003 IECC and 2009 IECC are substantially different. The 2009 IECC has new climate zones that cover larger geographic regions than the zones in the 2003 IECC. The envelope insulation and window requirements in the 2003 IECC vary by window-to-wall area percentage, but not in the 2009 IECC. This change in format makes a simple comparison of the envelope requirements in the two codes impossible.

Energy Analysis

A brief energy analysis was conducted comparing the current state code to the 2009 IECC. The EnergyGaugeTM software was used to determine the energy impacts of changes in envelope requirements. EnergyGaugeTM is based on the DOE-2 energy simulation software developed by DOE (Lawrence Berkeley National Laboratory 1981).

Two sets of buildings were simulated: one with energy efficiency levels set to the prescriptive requirements of the current state code, and one with energy efficiency levels set to the prescriptive requirements of the 2009 IECC. All inputs other than the changes in energy efficiency levels were identical in the two sets of simulations.

The analysis assumed a two-story, single-family house with a conditioned floor area of 2,400 ft². It was assumed that the house had 8.5-ft high ceilings, a ceiling area (bordering the unconditioned attic) of 1,200 ft², a gross exterior wall area of 2,380 ft², and a window area of 357 ft² (15% of the wall area) equally oriented north, south, east, and west. Heating with a natural gas furnace (\$1.20/therm) and central electric air conditioning (\$.12/kWh) were assumed.

High-efficacy lighting was assumed to increase from 10% to 50% of all lighting within the building, reducing lighting energy use by 26%, or \$74 a year. Savings attributable to the lighting requirements in the IECC will decrease as Federal law requires improved light bulbs in 2012 to 2014. Improved duct sealing was assumed to save 10% of the heating and cooling costs. Actual savings will vary depending on many factors, including how well ducts are currently sealed in the absence of any testing requirements.

Table 1 shows the estimated annual energy savings per house that result from meeting the improved requirements in the 2009 IECC. Total savings includes heating, cooling, and lighting and is shown as a percentage of the end-uses covered by the 2009 IECC (heating, cooling and water heating).

Table 1. Energy End Use and Percentage Savings

<i>Climate Zone</i>	<i>Annual Energy Cost (\$)</i>				<i>Savings 2009 IECC vs. Arkansas Code</i>	
	<i>Arkansas Code</i>		<i>2009 IECC</i>		<i>Savings (\$/yr)</i>	<i>Percent Savings</i>
	<i>Heating</i>	<i>Cooling</i>	<i>Heating</i>	<i>Cooling</i>		
Little Rock (CZ 3A)	965	300	853	244	242	15
Springfield MO (CZ 4A)	1185	213	1034	193	245	14



The U.S. Department of Energy's Building Energy Codes Program is an information resource on national model energy codes. We work with other government agencies, state and local jurisdictions, national code organizations, and industry to promote stronger building energy codes and help states adopt, implement, and enforce those codes.

BECP Website:

www.energycodes.gov

BECP Technical Support:

techsupport@becp.pnl.gov

www.energycodes.gov/support/helpdesk.php

EERE Information Center

1-877-EERE-INF (1-877-337-3463)

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City of Fayetteville Staff Review Form

B. 4
RZN 12-4108 (4847 W.
Wedington Dr./Bank of Wynne)
Page 1 of 44

City Council Agenda Items
and
Contracts, Leases or Agreements

6/5/2012

City Council Meeting Date
Agenda Items Only

Andrew Garner

Planning

Development Services

Submitted By

Division

Department

Action Required:

RZN 12-4108: (4847 W. WEDINGTON DR./BANK OF WYNNE, 438): Submitted by BATES AND ASSOCIATES for property located at 4847 WEST WEDINGTON DRIVE. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT (R-PZD 07-2576 WOODSTOCK) and contains approximately 31.68 acres. The request is to rezone the subject property to CS, COMMUNITY SERVICES AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 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

05.17.2012
Date

Previous Ordinance or Resolution #

City Attorney

5-18-2012
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

5/18/12
Date

Chief of Staff

5/18/12
Date

Mayor

5/21/12
Date

Received in City
Clerk's Office

05-17-12 P04:45 RCVD

Received in
Mayor's Office

Comments:

Left on the first reading at the 6/5/12 cc mtg

Revised January 15, 2009

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: May 17, 2012

Subject: RZN 12-4108 (Bank of Wynne Rezone/Woodstock PZD Revocation)

RECOMMENDATION

Planning Commission and staff recommend approval of an ordinance to revoke the expired Woodstock Planning Zoning District and rezone the property from R-PZD 07-2576 Woodstock to R-A, Residential Agricultural, the zoning that was in place prior to the R-PZD.

BACKGROUND

The subject property contains 31.68 acres located on the south side of Wedington Drive (State Highway 16) between 46th Street and Broyles Avenue. The site is zoned R-PZD 07-2576, and generally flat hay pasture with trees along the fence rows. The property is generally undeveloped except for two residences, one in the northwest corner and the other in the southeast corner of the site. On October 2, 2007 the City Council approved the Woodstock Planned Zoning District on the subject property (R-PZD 07-2576). The property was originally zoned R-A, Residential Agricultural. The R-PZD zoning permitted a total of 382 dwellings and 100,390 square feet of non-residential square feet. Construction permits for the project were never obtained and the R-PZD approval has expired. Within the past year, the Future Land Use Plan designation on this site changed, scaling back the City Neighborhood Area on this site from the entire Wedington Drive street frontage to the northwest corner of the site.

If an approved PZD expires the property does not automatically revert back to the original zoning. The property is unable to be developed or subdivided until the old PZD zoning is revoked and a new, valid zoning district is assigned. In an effort to establish a valid zoning district on the subject property the property owner, the Bank of Wynne, has requested a rezoning. Their request is to rezone 9.08 acres to CS, Community Services and 22.60 acres to RSF-4, Residential Single Family Four Units Per Acre. The areas of the site for the proposed rezoning are depicted on the attached survey provided by the applicant.

Staff recommends denial of applicant's proposal finding that the rezoning request is not consistent with the City Plan 2030 Future Land Use designation of this site. The Future Land Use Plan Designates a majority of this site as Residential Neighborhood, and confines the City Neighborhood designation in the northwest portion of the site around the intersection of Broyles and Wedington. The applicant proposes to rezone their entire frontage along Wedington (about 820 feet of street frontage, 300 feet deep, 9.08 acres) to Community Services. In addition, the proposal to rezone 22.60 acres of undeveloped pasture to RSF-4 on the edge of the developed area of the City could encourage a sprawling development pattern in conflict with the primary goals of City Plan 2030: *Goal 2: We will discourage suburban sprawl, and Goal 3: We will make traditional town form the standard.* This is discussed in more detail in the findings throughout the staff report.

DISCUSSION

Prior to the May 14, 2012 Planning Commission meeting, the City Attorney advised staff and the Planning Commission that if they did not recommend in favor of the applicant's proposed zoning request that they should recommend some zoning district. On May 14, 2012 the Planning Commission made a recommendation to forward the rezoning request to the City Council with a recommendation for the property to revert back to the zoning that was in place prior to the PZD, which was R-A, Residential Agricultural. The motion passed with a 7-1-0 vote (Commissioner Hoskins voted 'no').

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REVOKING R-PZD 07-2576 (WOODSTOCK) AND REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4108, FOR APPROXIMATELY 31.68 ACRES, LOCATED AT 4847 WEST WEDINGTON DRIVE FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 07-2576, TO R-A, RESIDENTIAL AGRICULTURAL.

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

Section 1: That a portion of the property as described herein zoned R-PZD 07-2576 (Woodstock) is hereby revoked because the developer failed to obtain development permits in accordance with the approved phased development schedule.

Section 2: That the zone classification of the following described property is hereby changed as follows:

From R-PZD, Residential Planned Zoning District 07-2576 to R-A, Residential Agricultural, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 2 above.

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

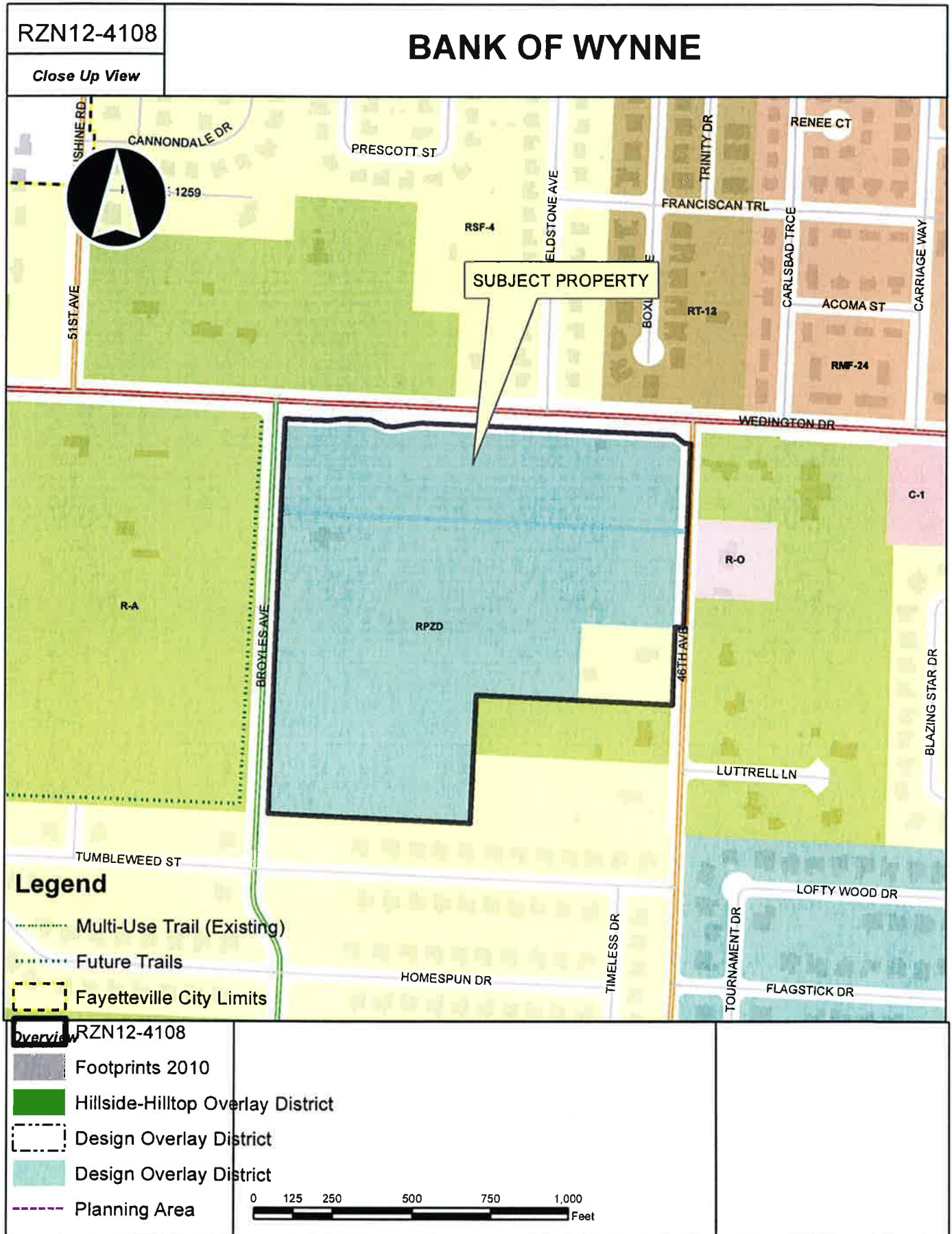


EXHIBIT "B"
RZN 12-4108

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°21'23"E 966.66' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°21'25"E 300.00' TO THE SOUTH RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY #16, THENCE ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING: S87°33'20"E 139.56' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE N83°32'33"E 44.48' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S88°03'22"E 88.17' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S67°34'26"E 53.20' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S87°16'19"E 27.89' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE N81°59'46"E 81.42' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S87°20'54"E 819.70' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S51°36'34"E 42.96' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S86°09'07"E 18.27', THENCE LEAVING SAID SOUTH RIGHT-OF-WAY S02°12'08"W 280.19', THENCE N87°20'54"W 1303.10' TO THE POINT OF BEGINNING, CONTAINING 9.08 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°21'25"E 966.66', THENCE S87°20'54"E 1303.10', THENCE S02°12'08"W 309.20', THENCE N87°14'57"W 26.21' TO THE WEST RIGHT-OF-WAY OF N. 46TH AVENUE, THENCE ALONG SAID WEST RIGHT-OF-WAY S02°08'46"W 249.44', THENCE LEAVING SAID WEST RIGHT-OF-WAY N87°14'45"W 634.58' TO AN EXISTING REBAR, THENCE S02°30'10"W 410.73' TO AN EXISTING REBAR, THENCE N87°12'44"W 643.04' TO THE POINT OF BEGINNING, CONTAINING 22.60 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

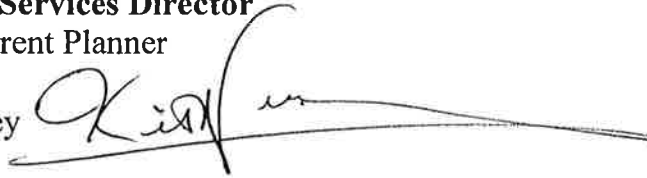
Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Planning Commissioners

CC: Jeremy Pate, Development Services Director
Andrew Garner, Senior Current Planner

FROM: Kit Williams, City Attorney



DATE: May 11, 2012

RE: Expired PZD's must be rezoned upon owner's request

When a PZD has expired, the property owner loses **all** development rights on his property until it is rezoned. Almost all of a property's real worth and value is in its development rights. This loss of all of a property's development rights would constitute a government taking of the property requiring our taxpayers to pay the reasonable value of the property (very large amount of money) except the property owner must first "exhaust his remedies" by asking for a rezoning.

As long as the rezoning is granted by the City Council, no regulatory taking has occurred. However, if the property owner's request to rezone the property out of its "zombie" status (unusable and undevelopable) is just denied and the property is not rezoned into some developable zoning district, the property owner would probably have a textbook case of inverse condemnation or regulatory taking. **This must not be allowed to occur.**

Because the new owner of the property zoned for the now defunct Woodstock PZD has requested rezoning, the Planning Commission should recommend what you believe is appropriate zoning. If you get stuck on how it should be zoned now, please just recommend that the City Council rezone it back to the zoning it had prior to the approval of the PZD. **The City Council MUST rezone this property either to its prior zoning district or to the zoning district or districts that would conform to state law purposes and the 2030 Long Range Plan.** Just denying the property owner's requested rezoning is a recipe for disaster and must not happen.

When the Planning Commission is considering whether or not to recommend approval of a rezoning request, the City Planning Division presents useful information from various city departments that cover issues included with the City's 2030 Long Range

Plan. This document was the result of many public hearings and much input from citizens, staff, commissioners and council members. However, "A land use plan is meant to be just that – a plan. It is not legally binding on the city." Taylor v. City of Little Rock, 583 S.W. 2d 72, 73 (1979).

State Statutes authorize cities to prepare zoning and development plans and list nine purposes or goals that these plans may promote:

- " 1. Efficiency and economy in the process of development;
2. The appropriate and best use of land;
3. Convenience of traffic and circulation of people and goods;
4. Safety from fire and other dangers;
5. Adequate light and air in the use and occupancy of buildings;
6. Healthful and convenient distribution of population;
7. Good civic design and arrangement;
8. Adequate public utilities and facilities; and
9. Wise and efficient expenditure of funds."

A.C.A. §14-56-403 (b).

The appellate courts of Arkansas have recognized and approved many different factors that a Planning Commission can consider when a proposed rezoning is contested.

1. **Public Opposition**

"Opposition by a large majority of the citizens in the neighborhood"

Thomas Petroleum v. West Helena (1992).

"The Opinion of local residents, **when it reflects logical and reasonable concerns**"

City of Lowell v. M & N Mobile Home Park (1996).

"Some of the residents (of the area) objected"

Tanner v. City of Green Forest (1990).

2. **Traffic**

"Increased traffic on limited roads"

City of Lowell v. M & N Mobile Home Park (1996).

"Increased risk of traffic accidents"

Thomas Petroleum v. West Helena (1992).

3. **Noise**
City of Lowell v. M & N Mobile Home Park (1996).
4. **Decreased value of adjoining land**
City of Lowell v. M & N Mobile Home Park (1996).
5. **Potential for criminal activity**
Thomas Petroleum v. West Helena (1992).
6. **Increased litter**
Thomas Petroleum v. West Helena (1992).
7. **Strain on Sewage service**
Tanner v. City of Green Forest (1990).
8. **Spot zoning**
“The need to maintain consistent zoning area, and not to set a precedent of spot zoning (T)he property was entirely surrounded by a residential area, and that the residents objected “ Thomas Petroleum v. West Helena, 310 Ark. 682, 839 S.W. 2d 523, 525 (1992).

“Spot zoning has been defined by several authorities. It has been said that:

‘ Spot zoning, by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area.’ R. Wright and S. Webber, Land Use (1978).” Riddell v. City of Brinkley, 612 S.W. 2d 116, 117 (1981).

“(S)pot zoning includes zoning one lot in a manner entirely different from the surrounding area “ Smith v. City of Little Rock, 279 Ark. 4, 648 S.W. 2d 454, 457 (1983).

However, the most recent case I could find referring to “spot zoning” {Camden Community Development Corp. v. Sutton, 339 Ark. 368, 5 S.W. 3rd 439, 443 (1999)} cast doubt on Professor Wright’s quoted statement that “Spot zoning, by definition, is invalid”

Finally, a proponent of a rezoning will often argue that he or she is entitled to a rezoning in order to put the property to its “**highest and best use**” from a monetary viewpoint. The benefit to the owner of a proposed rezoning may certainly be considered, “(h)owever, we have held that **rezoning is not justified solely on the ground that it is necessary to put a particular tract to its most remunerative use.**” Tanner v. City of Green Forest, 302 Ark. 170, 788 S.W. 2d 727, 729 (1990). (emphasis added).

CONCLUSION/SUMMARY

Factors that may be considered in rezoning issues:

1. 2030 Plan objectives
2. Public opposition that is logical and reasonable
3. Traffic
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)



PC Meeting of May 14, 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: ~~May 8, 2012~~ Updated May 16, 2012

RZN 12-4108: Rezone (4847 W. WEDINGTON DR./BANK OF WYNNE, 438): Submitted by BATES AND ASSOCIATES for property located at 4847 WEST WEDINGTON DRIVE. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT (R-PZD 07-2576 WOODSTOCK) and RSF-4 and contains approximately 31.68 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE. Planner: Andrew Garner

BACKGROUND:

The subject property consists of approximately 31.68 acres located on the south side of Wedington Drive (State Highway 16) between 46th Street and Broyles Avenue. The site is zoned R-PZD 07-2576 (Woodstock) and RSF-4, and is generally flat hay pasture with trees along the fence rows. The property is generally undeveloped except for two residences, one in the northwest corner and the other in the southeast corner of the site. The surrounding zoning and land use are listed in *Table 1*.

Table 1
Surrounding Land Use/Zoning

Direction from Site	Land Use	Zoning
North	Single family residences; Ozark Electric facility, Duplexes	R-A; RSF-4; RT-12
South	Single family residences	RSF-4; R-A
East	Single family residences	R-A
West	Pasture	R-A

History: On October 2, 2007 the City Council approved the Woodstock Planned Zoning District on the subject property (R-PZD 07-2551). The property was originally zoned R-A, Residential Agricultural. The R-PZD zoning permitted a total of 382 dwellings and 100,390 square feet of non-residential square feet. Construction permits for the project were never obtained and the R-PZD approval has expired. Within the past year, the Future Land Use Plan designation on this site changed, scaling back the City Neighborhood Area on this site from the entire Wedington Drive street frontage to the northwest corner of the site.

PZD Revocation: If an approved PZD expires the property does not automatically revert back to the
G:\ETC\Development Services Review\2011\Development Review\11-3807 RZN SW Corner of Razorback Rd_15th St (Champion Club Condo's)\03
Planning Commission\05-09-2011\Comments and Redlines

original zoning. The property is unable to be developed or subdivided until the old PZD zoning is revoked and a new, valid zoning district is assigned.

Proposal: The property owner, the First National Bank of Wynne, proposes to rezone 9.08 acres from R-PZD 07-2576 Woodstock to CS, Community Services and 22.60 acres from R-PZD 07-2576 Woodstock to RSF-4, Residential Single Family Four Units Per Acre. The areas of the site for the proposed rezoning are depicted on the attached survey provided by the applicant.

Public Comment: Staff has not received public comment on this request.

RECOMMENDATION:

Staff recommends denial of **RZN 12-4108 (Woodstock)** finding that the proposed rezoning request is not consistent with the City Plan 2030 Future Land Use designation of this site. The Future Land Use Plan Designates a majority of this site as Residential Neighborhood, and confines the City Neighborhood designation in the northwest portion of the site around the intersection of Broyles and Wedington. The applicant proposes to rezone their entire frontage along Wedington (about 820 feet of street frontage, 300 feet deep, 9.08 acres) to Community Services. In addition, the proposal to rezone 22.60 acres of undeveloped pasture on the edge of the developed area of the City could encourage a sprawling development pattern in conflict with the primary goals of City Plan 2030: *Goal 2: We will discourage suburban sprawl, and Goal 3: We will make traditional town form the standard.* This is discussed in more detail in the findings throughout the staff report.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>May 14, 2012</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Chesser</u>	Second: <u>Bunch</u>	Vote: <u>7-1-0 (Hoskins voted 'no')</u>	
Notes: <u>Forwarded with a recommendation to have the property revert back to the zoning in place prior to the R-PZD, which was R-A, Residential Agricultural.</u>			
CITY COUNCIL ACTION:		Required <u>YES</u>	
		☐ Approved	☐ Denied
Date:			

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the northwest portion of this site near the intersection of Wedington Road and Broyles Avenue as **City Neighborhood Area** and a majority of the site, including about half of the site's frontage on Wedington as a **Residential Neighborhood Area**.*

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily. Non residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors...Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family multifamily and row-houses...It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.

INFRASTRUCTURE:

Streets: The site has access to Wedington Drive, Broyles Avenue, and 46th Street. Wedington Drive has been recently improved to a five-lane state highway with a 10-foot wide asphalt trail adjacent to this site. Broyles Avenue is an improved two-lane Minor Arterial roadway with a turn lane at Wedington, and 46th Street is an unimproved Collector street adjacent to the eastern boundary of the property. Street improvements would be evaluated at the time of development.

Water: Public water is available to the property. There is an 18-inch water main on the south side of Wedington, a 12-inch water main on the east side of Broyles and an 8-inch water main on the west side of 46th Street. Public water main improvements may need to be extended through the property to provide domestic and fire flow for any proposed development.

Sewer: Sanitary sewer is available adjacent to the site. There is a 6-inch main on the east side of 46th Street. Public sewer main improvements may need to be extended through the property at the time of development. The capacity of the existing main will need to be evaluated to ensure adequate capacity.

Drainage: Standard improvements and requirements for drainage will be required for the development. This property is not affected by the 100-year floodplain and the Streamside Protection Zones.

Police: Staff did not receive objections from the Police Department to this rezoning.

Fire: The subject property is located 1 mile from the Station No. 7 located at 835 Ruppel Road with an expected response time of 2.25 minutes. No adverse impacts on call volume or response time are anticipated.

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 not consistent with the land use planning objectives, principles and policies. About half of this site's street frontage is designated as Residential Neighborhood Area and is proposed to be rezoned to CS, Community Services. The City's Future Land Use Plan intends more intense and dense uses along this stretch of Wedington to be concentrated around the node of the Broyles Avenue/Wedington Drive intersection, not along the entire 800-foot street frontage of this site. The applicant's proposal is not consistent with the Future Land Use Plan designation. This proposal extends the potential for non-residential, commercial, and multi-family uses along the entire property frontage at a depth of approximately 300 feet deep. This shape of the boundary appears to encourage a highway commercial strip center pattern which is not consistent with the City's land use planning objectives. With the recent adoption of City Plan 2030 less than a year ago, there was discussion and a modification to the Future Land Use Plan map to reduce the area of this particular site that was classified as City Neighborhood area. The boundary of City Neighborhood area on City Plan extends down Broyles Avenue approximately 700 feet to encourage the more intense and dense uses to allow for the potential of a square-back street and a more traditional neighborhood commercial pattern instead of a commercial strip center pattern. The proposed rezoning would allow commercial and multi-family dwellings along the entire Wedington frontage rather than limit these more intense uses in a compact pattern at the busier corner location. This is not consistent with the Guiding Policies for City Neighborhood Areas. The intent is not to have one continuous strip of commercial development along arterials/highways, but rather to have defined nodes primarily at corner locations, and transition in the land use transect along the corridor consistent with City Plan Goal 3 to "...make traditional town form the standard." Additionally, the proposal to rezone 22.60 acres of undeveloped pasture on the edge of the developed area of the City to RSF-4 could encourage a sprawling development pattern in conflict with some of the primary goals of City Plan 2030:

Goal 2: We will discourage suburban sprawl

Goal 3: We will make traditional town form the standard

The RSF-4 development pattern is a suburban zoning district (not traditional) that generally yields a gross density of approximately 2.5 units per acre. This is not consistent with the intent of Residential Neighborhood Areas to have a variety of housing types. Further, the RSF-4 adjacent to CS is a rather abrupt

transition of land uses that may result in some compatibility issues as the property develops in the future. Staff feels that this rezoning proposal is not consistent with the overriding land use plan of the City or the Future Land Use Plan and recommends denial of the request.

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

Finding: The proposed zoning is needed at this time as the existing R-PZD zoning has expired and the property is unable to be developed in any manner, including minor applications such as a lot split or single family residence, until the expired PZD zoning is revoked and a new zoning district is assigned.

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

Finding: The proposed rezone would not appreciably increase traffic over the existing R-PZD zoning that permitted up to 382 residences and 100,390 square feet of non-commercial space. However the R-PZD has fully expired and cannot be developed. The proposed zoning would certainly increase traffic over that existing on the largely undeveloped property. However, given this site's location at the intersection of a Principal Arterial roadway (Wedington) and a Minor Arterial (Broyles Avenue) at the site's northwest corner; the street infrastructure can safely accommodate increased traffic with street improvements required at the time of development. It should be noted that a traffic signal is anticipated at the intersection of Broyles/Wedington, and a condition of approval for the Woodstock R-PZD was payment of an assessment towards the installation of that signal. 46th Avenue is located along the site's eastern frontage is a Collector Street.

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

Finding: Increased load on public services were taken into consideration and recommendations from the Engineering, Fire, and Police Departments and are included in this report. The proposed zoning change to Community Services and RSF-4 should not have an adverse impact on public services with improvements required for 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: **Not applicable. Staff recommends denial of the request.**

PROPOSED ZONING

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
Unit 44	Cottage Housing Development

(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.*

G:\ETC\Development Services Review\2011\Development Review\11-3807 RZN SW Corner of Razorback Rd_15th St (Champion Club Condo's)\03 Planning Commission\05-09-2011\Comments and Redlines

Building Height Maximum	45 ft.
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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; Ord. 5462, 12-6-11)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites

Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum. None*

(E) *Setback regulations.*

Front:	The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a residential district:	15 feet

(F) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(G) *Minimum buildable street frontage.* 65% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11)

166.06 Planned Zoning District (PZD)

(L) Revocation.

- (1) Causes for revocation as enforcement action. The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:
 - (a) Building permit. If no building permit has been issued within the time allowed.
 - (b) Phased development schedule. If the applicant does not adhere to the phased master development plan schedule as stated in the approved development plan.
 - (c) Open space and recreational facilities. If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff may report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) Procedures. Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) Effect. In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

Date 4/24/12

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request comments on proposed RZN 12-4108 (4847 W. Wedington Drive / Bank of Wynne, 438) submitted by Bates and Associates for property located at 4847 W. Wedington Drive.

It is the opinion of the Fayetteville Police Department that this RZN will not substantially alter the population density, and will not create an appreciable or undesirable increase in the load on police services. This will not create an appreciable increase in traffic danger and congestion.

Sincerely,

Captain William Brown
Fayetteville Police Department



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Suite 3/ Fayetteville, AR 72703

PH: 479-442-9350 * FAX: 479-521-9350

www.nwabatesinc.com

B. 4
RZN 12-4108 (4847 W.
Wedington Dr./Bank of Wynne)
Page 22 of 44

April 25, 2012

Planning Commission
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: First National Bank of Wynne Wedington Property Rezoning

Dear Commissioners,

This letter is to fulfill the requirements of item 5 on the rezoning application. We are proposing to rezone the property from RPZD to CS and RSF-4.

- a. Current property owner: First National Bank of Wynne.; there are no pending sales.
- b. The zoning change is needed in order to bring the property that fronts Wedington Drive to a more conforming use than what the residential zoning allows. The zoning change is needed on the back portion in order to replace the expired RPZD with a more conforming RSF-4 zoning.
- c. With both commercial and residential development expanding to the West along Wedington, this property should conform with surrounding properties in terms of land use, traffic, appearance, and signage.
- d. A 30" sewer main is located West of the property. An 18" water main is located on the site along the north, as well as a 12" water main along Broyles Ave., and an 8" main along 46th Ave.
- e. This property conforms with the City's future land use plan for this area.
- f. The zoning change is needed in order to update the expired RPZD and get the property out of "Zoning Limbo."
- g. The rezoning from RPZD to CS and RSF-4 will increase traffic but with Broyles Ave. on the West and N. 46th Ave. in the East, access management will decrease the potential for danger and congestion.
- h. The proposed commercial zoning will reduce the population density should decrease the load on public services. The proposed residential zoning will conform with all neighboring properties and should not cause an undesirable increase the load on public services.
- i. Since the current RPZD zoning has expired, it is not possible for the new owner to use the existing property. Due to the location and nature of construction along Wedington, Community Services and RSF-4 zoning appears to be a more appropriate use for the site.

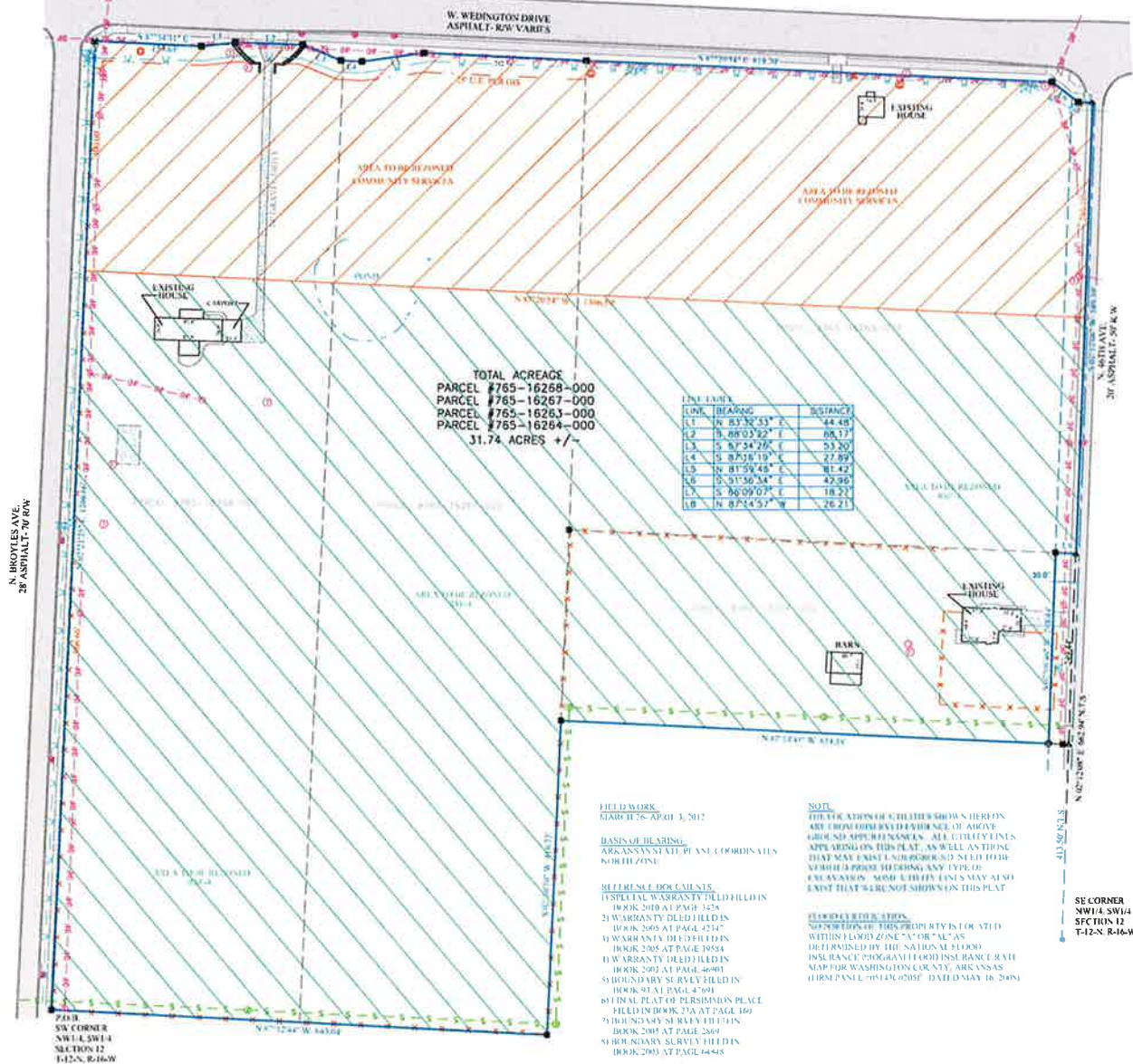
If you have any questions or require additional information, please feel free to call.

Sincerely,

Bates & Associates, Inc.

REZONING EXHIBIT

B. 4
RZN 12-4108 (4847 W.
Wedington Dr./Bank of Wynne)
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SURVEY DESCRIPTIONS

PORTION TO BE REZONED COMMUNITY SERVICES
A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°12'57"E 466.66' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID FORTY-ACRE TRACT AND RUNNING THENCE S02°12'57"E 700.00' TO THE SOUTH RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY 216, 100.00' SCL; ALONG SAID SOUTH RIGHT-OF-WAY AS FOLLOWS: S47°12'01"E 134.56' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S43°12'31"E 44.48' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S88°02'22"E 66.17' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S87°54'28"E 53.20' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S87°58'19"E 77.89' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S81°59'48"E 81.42' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S91°56'44"E 42.96' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S86°09'07"E 18.21' THENCE LEAVING SAID SOUTH RIGHT-OF-WAY S02°12'57"E 700.00' TO THE N 87°45'57" 130.10' TO THE POINT OF BEGINNING, CONTAINING 4.00 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PORTION TO BE REZONED R-1
A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID FORTY-ACRE TRACT, AND RUNNING THENCE S02°12'57"E 700.00' TO THE SOUTH RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY 216, 100.00' SCL; ALONG SAID SOUTH RIGHT-OF-WAY AS FOLLOWS: S47°12'01"E 134.56' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S43°12'31"E 44.48' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S88°02'22"E 66.17' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S87°54'28"E 53.20' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S87°58'19"E 77.89' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S81°59'48"E 81.42' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S91°56'44"E 42.96' TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, THENCE S86°09'07"E 18.21' THENCE LEAVING SAID SOUTH RIGHT-OF-WAY S02°12'57"E 700.00' TO THE N 87°45'57" 130.10' TO THE POINT OF BEGINNING, CONTAINING 27.60 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

FOR LAND BENEFIT OF FIRST NATIONAL BANK OF WYNNIE ADDRESS: CITY OF FAYETTEVILLE WASHINGTON COUNTY, ARKANSAS DATE: 10/01/12 LOCATION: SECTION 12 TOWNSHIP 16 NORTH RANGE 31 WEST SCALE: 1" = 100' SURVEYED: BATES & ASSOCIATES, INC. DRAWN: BATES & ASSOCIATES, INC. REVIEWED: BATES & ASSOCIATES, INC.	Bates & Associates, Inc. Civil Engineering & Land Surveying 201 W. Oak Street, Suite 100 • Fayetteville, Arkansas 72701 • 479.486.0000 • Fax 479.486.0001 Surveyed and plotted by: James L. Bates Checked by: James L. Bates Reviewed by: James L. Bates Date: 10/01/12 This plat was prepared by Bates & Associates, Inc. under the supervision of James L. Bates, a Registered Professional Land Surveyor in the State of Arkansas. The survey was conducted in accordance with the Arkansas Surveying Act of 1997, Chapter 127, and the rules and regulations of the Arkansas Board of Land Surveyors. The survey was conducted in accordance with the Arkansas Surveying Act of 1997, Chapter 127, and the rules and regulations of the Arkansas Board of Land Surveyors. The survey was conducted in accordance with the Arkansas Surveying Act of 1997, Chapter 127, and the rules and regulations of the Arkansas Board of Land Surveyors.	LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING RECORDING NUMBER/DATE
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Existing Zoning (Expired)
Woodstock R-PZD 07-2576
pg. 1 of 5

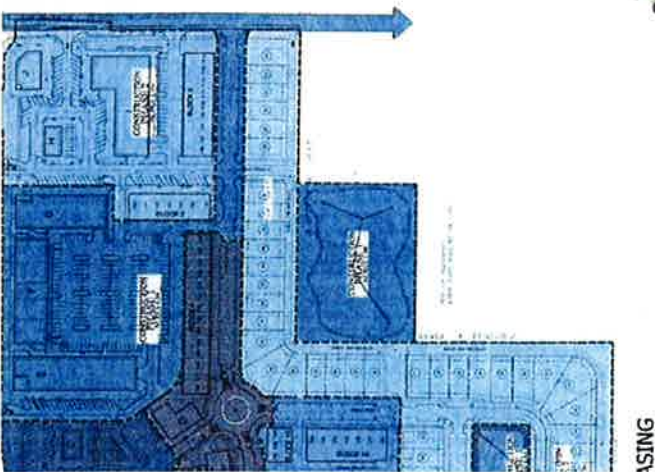
B. 4
 RZN 12-4108 (4847 W.
 Wedington Dr./Bank of Wynne)
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7

Woodstock Community

PZD-Large Scale Development
 PZD-Master Development Plan

PHASE 4: Permits will be pulled within four years of approval. Construction will be completed within five and one half years of approval.
 PHASE 5: Permits will be pulled within five years of approval. Construction will be completed within six and one half years of approval.
 PHASE 6: Permits will be pulled within six years of approval. Construction will be completed within seven and one half years of approval.
 PHASE 7: Permits will be pulled within seven years of approval. Construction will be completed within eight years of approval.



DEVELOPMENT PHASING
AME

in seven phases to span over the next eight years.
 I. be pulled within one year of city counsel approval.
 II. be pulled within two and one half years of approval.
 III. be pulled within two years of Fayetteville City
 IV. Construction will be completed within three and one
 V. Improvements to the west side of 46th Ave. will
 VI. be pulled within three years for Fayetteville City

ack-Broyles Land Development
 by: Applian Centre for Design & TSW



AERIAL VIEW OF THE WOODSTOCK COMMUNITY

PLANNING AREA 1 - MIXED USE DEVELOPMENT

Description

These mixed-use planning areas are designed to create small scale commercial frontages with loft style spaces over the first floor of retail. While most buildings will be 4 stories, a select few will be 5 stories in order to enhance architectural character. Storefront character will create a main street pedestrian-friendly environment. These buildings are comprised of wide sidewalks in front to help separate the pedestrian from the street thoroughfare. The five large buildings have been carefully arranged around the perimeter of the block to create strong street edges and to conceal the interior parking. Retail, local service, cultural business, restaurants, and office suites are placed on the ground floor fronting onto the quieter streets. The upper floors are designed for attainable residential apartments/condos. Street facing facades help frame the street.

At least 75% of the front edge of the lot will have a building, and 60% of this required building frontage must be at the "build to line". Several mixed-use buildings will have urban loft - like apartments in the upper floors.

A. Permitted Uses

- Unit 1 City wide uses by right
- Unit 5 Government facilities
- Unit 12 Offices, studios and related services
- Unit 13 Eating places
- Unit 15 Neighborhood shopping goods
- Unit 16 Shopping goods
- Unit 17 Trades and Services
- Unit 19 Commercial recreation, small sites
- Unit 24 Home occupation
- Unit 25 Professional offices
- Unit 34 Liquor store
- Unit 26 Multi family dwellings

B. Conditional Uses

- Unit 2 City-wide uses by conditional use permit
- Unit 4 Cultural and recreational facilities
- Unit 14 Hotel, motel, amusement facilities
- Unit 17 Trades and services
- Unit 29 Dance halls
- Unit 35 Outdoor music establishments

Unit 40 Sidewalk Cafes

C. Residential density/Non-residential Intensity

Acreage 10.37

Residential Density

Dwelling units 184

Density (units/acre) 17.74

Non-residential Intensity

Sq.ft. of Non-residential 98,747 sq.ft.

Intensity (sq.ft./acre) 9,522.4sq.ft./acre

D. Lot Width Minimum

Not Applicable

E. Lot Area Minimum

Not Applicable

F. Land Area per Dwelling Unit

No Bedroom 670 Sq. Ft. minimum

One Bedroom 850 Sq. Ft. minimum

Two or more bedroom 1000 Sq. Ft. minimum

G. Setback Requirements

Front - from Right of Way 5 ft.

Wedington - from City Right of Way 14 ft.

Broyles Ave - from City Right of Way 30 ft.

49th Ave - from City Right of Way 20 ft.

Rear - 4 ft.

Side - 5 ft.

Encroachments Into Setbacks

There will be no encroachments into right-of-ways. Covered entries, stairs, stoops bay windows etc. are allowed up to 8' within setbacks. At the second and fourth level of buildings, encroachments in the form of balconies and bay windows are encouraged, but shall not exceed 6' into the setback. Encroachments will comply with all applicable City Building Codes.

H. Height Regulations

Shall not exceed four stories except on facades with underground parking garage entrances. Building height on the northern half of buildings B, E, and G and the east half of building I shall not exceed 50' and three floors. The remaining halves of these

buildings shall not exceed 62' in height or four floors. Buildings F shall not exceed three stories or 50'.

I. Building Area

Shall not exceed 90% of Planning Area

J. Landscaping

Landscaping as indicated on the Master Development Plan and Landscaping Plan is required as part of this PZD.

K. Parking

In accordance with the Unified Development Code

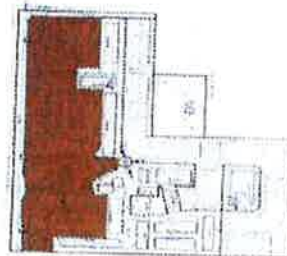
L. Architectural Design Standards

Architectural Design Standards - Material to be brick, stucco masonry, siding, wood trim shingles, aluminum clad window systems (see typical elevation). Dwellings shall not turn a rear facades to a public street and shall utilize articulation including windows, entries/doors, etc. to front public streets. Structures shall be constructed consistent with the architectural elevations presented in the PZD booklet.

M. Signage

In accordance with the Unified Development Code Commercial design standards.

Part of Phase 1,2, & 3



Woodstock Community

PZD-Large Scale Development
PZD-Master Development Plan

PLANNING AREA 2 - TOWNHOUSES

Description

The building prototype in PA2 is designed to accommodate people who wish to own single family residential, attached townhouses. This type of townhouse is ideal for promoting a mix of residents of diverse ages and economic situations. Townhouses will be a minimum of 18 feet wide with varying depths. The preferred setback for the units from the right of way line will be 5 feet with some variance allowed, though all areas within the front setback, regardless of size, will feature a small entry space treated with a combination of low shrubs, groundcover and pavers.

Porches, stoops, balconies, bay windows, chimneys and stairs may encroach into the front setback to a maximum distance of three feet. These encroachments, combined with facades of two to three stories in height, will create an intimate sense of outdoor space. Parking for the residents is located at the rear of the buildings in alley-loaded garages, while visitors and guests will be allowed to park on-street in front of the units.

A. Permitted Uses

- Unit 1: City wide uses by right
- Unit 26: Multi family dwellings

B. Conditional Uses

- Unit 15: Neighborhood shopping goods
- Unit 24: Home occupations
- Unit 25: Professional offices
- Unit 40: Sidewalk cafes

C. Residential Density

- Acreage 7.56 ac.
- Dwelling units 104
- Density 13.76 units/ac.

D. Lot Width Minimum

- Multi Family 20'

E. Lot Area Minimum

900 sq.ft.

F. Land Area per Dwelling

- One Bedroom 800 sq.ft.
- Two Bedroom 1,000 sq.ft.
- Three or more Bedroom 1,000 sq.ft.

G. Setback Requirements

- Front - 5 ft.
- Broyles Ave. 30 ft.
- 49th Ave. 20 ft.
- Townhouse blocks 11 through 14 0 ft.
- Due to alley condition and site constraints 0 ft.
- Side - 0 ft.
- Rear - 0 ft.

Encroachments

No encroachments will be allowed into right-of-ways. Encroachments such as porches, covered entries, balconies, stairs, stoops bay windows etc. are allowed up to 6' within setbacks when setbacks are greater than 15'. (Note: All Encroachments will comply with all applicable City Building Codes).

H. Height Regulation

Shall not exceed 45 Ft.

I. Building Area

None

J. Landscaping

Landscaping as indicated on the Landscaping Plan is required as part of this PZD.

K. Parking

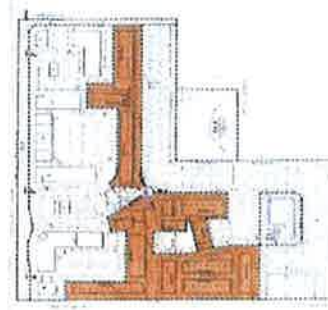
Parking for residents shall be located off alleys in two-car garages. Visitor parking shall be located on streets or in lots. Off-street parking may be located in shared parking districts. On-Street parking is permitted on most public streets. The number of parking spaces provided in this planning area will comply with city code.

L. Architectural Design Standards
Architectural Design Standards - Material to be brick, stucco masonry, siding, wood trim shingles, aluminum clad window systems (see typical elevation). Dwellings shall not turn a rear facades to a public street and shall utilize articulation including windows, entries/doors, etc. to front, public streets. Structures shall be constructed consistent with the architectural elevations and concepts presented in the PZD booklet.

M. Signage

In accordance with the Unified Development Code for multi family residential areas.

Part of Phase 2, 4, 5, and 6

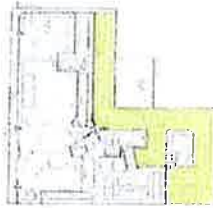


Woodstock Community

PZD-Large Scale Development
PZD-Master Development Plan

PLANNING AREA 3 - SINGLE FAMILY

Single Family 22.5 ft



In accordance with the Unified Development Code for single family residential areas.



Part of Phase 7

Description

This planning area is designed to promote a charming streetscape scene and provide easy, walkable access to enjoying the nearby community building, greenspace, and nearby offices and commercial center. Medium-sized, single-family lots will be 40 x 90 feet on average. Garages will be serviced from alley ways with allowances for zero lot line garages, while on-street parking is provided on public streets for residents' visitors. These homes will face directly onto public streets with rear alley access.

This planning area is designed to promote a charming streetscape scene and provide easy, walkable access to enjoying the nearby community building, greenspace, commercial center, greenspace, and offices. Medium-sized, single-family lots will be 40 x 90 feet on average. On-street parking is provided on public streets for residents' visitors. A build to line will be established in the covenants for this neighborhood so homes will have similar distances from the right-of-way, creating an intimate sense of outdoor space along the community's sidewalks. An urban residential character will thus be created, serving to tie the neighborhood together as a pedestrian friendly space.

A. Permitted Uses

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

B. Conditional Uses

Unit 2: City-wide uses by conditional use permit
Unit 24: Home occupations
Detached Second Dwelling Units

C. Residential Density

Acres 8.36 ac.
Lots 54
Density 6.46 units/ac.

D. Lot Width Minimum

E. Lot Area Minimum
Single Family 3000 sq.ft.

F. Land Area per Dwelling
Single Family 3000 sq.ft.

G. Setback Requirements

Front - 10 ft.
Broyles Ave. - 30 ft.
49th Ave. - 15 ft.
Side - 0 ft.
Lot 7 - 8 ft.
Rear - 0 ft.

H. Height Regulation
Shall not exceed 40 Ft.

I. Building Area
Shall not exceed 80%

J. Landscaping

In accordance with the Fayetteville Landscape Ordinance.
Landscaping as indicated on the Master Development Plan and Landscaping Plan is required as part of this PZD

K. Parking

Will be in accordance with the Unified Development Code

L. Architectural Design Standards

Architectural Design Standards - Material to be brick, stucco masonry, siding, wood trim shingles, aluminum clad window systems (see typical elevation). Dwellings shall not turn a rear facades to a public street and shall utilize articulation including windows, entries/doors, etc. to front, public streets. Structures shall be constructed consistent with the architectural elevations and concepts presented in the PZD booklet.

M. Signage

Woodstock Community

PZD-Large Scale Development
PZD-Master Development Plan

PLANNING AREA 4 - CIVIC BUILDING AND WOODSTOCK PARK

Description The Civic Building encourages a sense of belonging among residents of the neighborhood. Sited to be a focal anchor for the community, with cultural and recreational facilities, offices, and possibly, a post office and swimming pool. Possible occupants include the office of the Property Owners Association (POA), for Woodstock Community. Integral to the Civic Building, the Woodstock Park area provides flexibility for outdoor recreation, gatherings, block parties and neighborhood events. The park greens, gazebos and civic building allow neighbors to interact on a day to day basis. Woodstock park is planned to serve as a focal point of the neighborhood, as opposed to simply being space that's left over once the buildings are finished.	F. Land Area per Dwelling N/A G. Setback Requirements Front - 5 ft H. Height Regulation Shall not exceed 35 ft I. Building Area N/A J. Landscaping In accord with the Fayetteville Landscape Ordinance. Landscaping as indicated on the Master Development Plan and Landscaping Plan is required as part of this PZD K. Parking Parking will be located on streets, and in accord with the Unified Development Code L. Architectural Design Standards Architectural Design Standards - Material to be brick, stucco masonry, siding, wood trim shingles, aluminum clad window systems. Structure shall not turn a rear facades to a public street and shall utilize articulation including windows, entries/doors, etc. to front, public streets. Structures shall be constructed consistent with the architectural elevations and concepts presented in the PZD booklet M. Signage In accordance with the Unified Development Code for single family residential areas. Part of Phase 1,5,6, and 7
A. Permitted Uses Unit 12 Offices, studios and related offices Unit 19 Commercial recreation, small sites B. Conditional Uses Unit 2 City-wide uses by conditional use permit Unit 4 Cultural and recreational facility Unit 13 Eating Place C. Non-residential Intensity Acreage 3.34 Non-residential Area 1650 sqft. Intensity 494.01 sqft./acre D. Lot Width Minimum N/A. E. Lot Area Minimum N/A	Woodstock Community PZD-Large Scale Development PZD-Master Development Plan

RZN12-4108

BANK OF WYNNE

Current Land Use



Legend

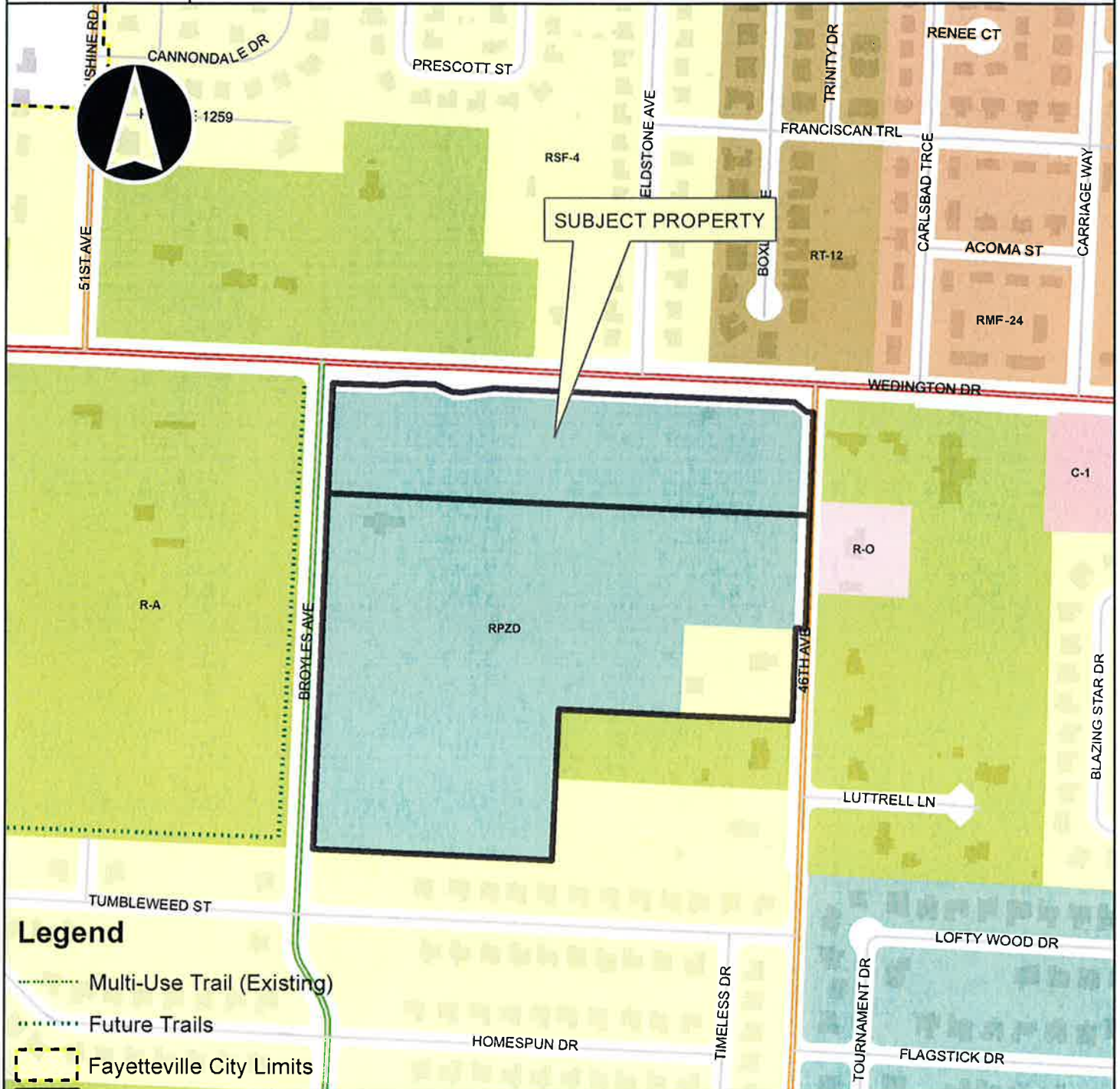
- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits
- Overview RZN12-4108
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

RZN12-4108

BANK OF WYNNE

Close Up View



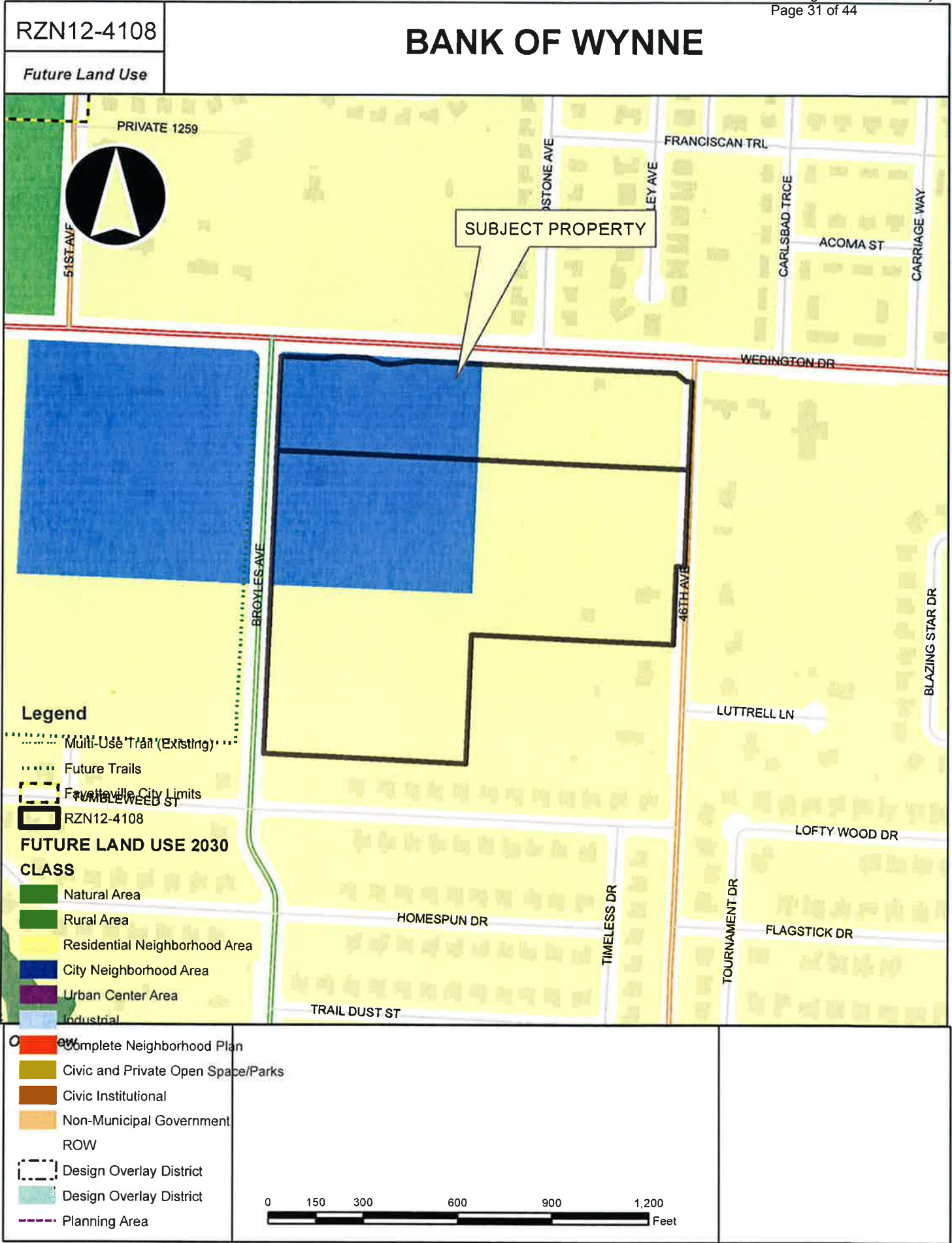
Legend

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

Overview RZN12-4108

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

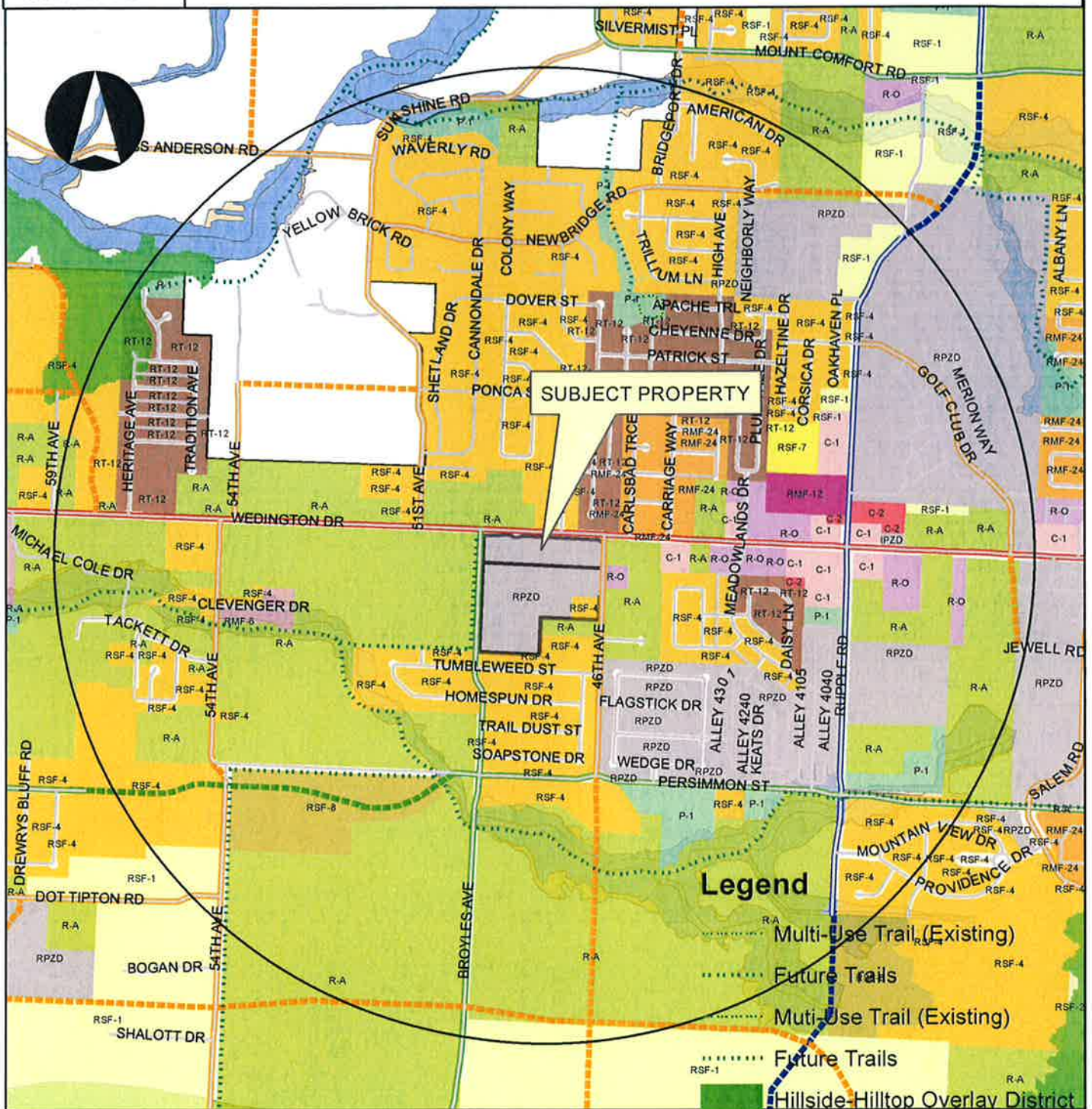
0 125 250 500 750 1,000 Feet



RZN12-4108

One Mile View

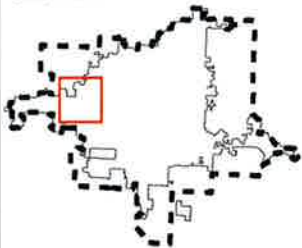
BANK OF WYNNE



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview



Legend

Subject Property
RZN12-4108

Boundary

0 0.25 0.5



- RZN12-4108
- Design Overlay District
- Planning Area
- Fayetteville

1 Miles

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director

FROM: Kit Williams, City Attorney



DATE: May 30, 2012

RE: Woodstock Rezoning and Cleveland Street Project PZD
Zoning and Planned Zoning District considerations

I have been providing Aldermen the legal factors they can consider when determining whether or not to approve a PZD or zoning request for over a decade. When the City Council first began considering whether or not to approve a PZD, I provided the attached memo on May 22, 2003. It is still correct today. Please especially read the section entitled "Voting" to ensure that I can effectively defend any decision the City Council will make.

When the land now zoned PZD (Woodstock) was presented to the Planning Commission, I gave them the attached memo of May 11, 2012, stating that the property owner had the legal right to have his property zoned away from the defunct PZD into a developable zone. The City Council needs to rezone this property to the best possible zoning district or districts after considering all of the relevant factors.

You can weigh many factors to determine what is the best zoning district or districts for this property. You should certainly consider the 2030 Plan, but it is only one of many factors to consider when determining the proper zoning. It is also proper to consider the desires of the property owner, the appropriate and best use of the property, traffic issues, good civil design and arrangement and the other factors detailed in my May 11th memo. All of these factors are proper considerations both for the Cleveland Street Apartment Project PZD and the defunct Woodstock PZD property whose new owner requests rezoning into various

zoning districts: Community Services, Neighborhood Services, Neighborhood Conservation, Resident Single Family, 4 units per acre and Residential Multi-Family, 24 units per acre.

CONCLUSION

If any Alderman desires to vote against a proposed rezoning or PZD approval, please explain your opposition based upon one or more of the factors approved by the Supreme Court:

1. 2030 Plan objectives
2. Public opposition that is logical and reasonable
3. Traffic
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)

TO: Planning Commissioners

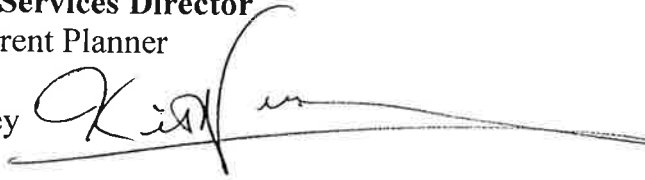
Kit Williams
City Attorney

CC: Jeremy Pate, Development Services Director
Andrew Garner, Senior Current Planner

Jason B. Kelley

Assistant City Attorney

FROM: Kit Williams, City Attorney



DATE: May 11, 2012

RE: Expired PZD's must be rezoned upon owner's request

When a PZD has expired, the property owner loses **all** development rights on his property until it is rezoned. Almost all of a property's real worth and value is in its development rights. This loss of all of a property's development rights would constitute a government taking of the property requiring our taxpayers to pay the reasonable value of the property (very large amount of money) except the property owner must first "exhaust his remedies" by asking for a rezoning.

As long as the rezoning is granted by the City Council, no regulatory taking has occurred. However, if the property owner's request to rezone the property out of its "zombie" status (unusable and undevelopable) is just denied and the property is not rezoned into some developable zoning district, the property owner would probably have a textbook case of inverse condemnation or regulatory taking. **This must not be allowed to occur.**

Because the new owner of the property zoned for the now defunct Woodstock PZD has requested rezoning, the Planning Commission should recommend what you believe is appropriate zoning. If you get stuck on how it should be zoned now, please just recommend that the City Council rezone it back to the zoning it had prior to the approval of the PZD. **The City Council MUST rezone this property either to its prior zoning district or to the zoning district or districts that would conform to state law purposes and the 2030 Long Range Plan.** Just denying the property owner's requested rezoning is a recipe for disaster and must not happen.

When the Planning Commission is considering whether or not to recommend approval of a rezoning request, the City Planning Division presents useful information from various city departments that cover issues included with the City's 2030 Long Range

Plan. This document was the result of many public hearings and much input from citizens, staff, commissioners and council members. However, “A land use plan is meant to be just that – a plan. It is not legally binding on the city.” Taylor v. City of Little Rock, 583 S.W. 2d 72, 73 (1979).

State Statutes authorize cities to prepare zoning and development plans and list nine purposes or goals that these plans may promote:

- “ 1. Efficiency and economy in the process of development;
2. The appropriate and best use of land;
3. Convenience of traffic and circulation of people and goods;
4. Safety from fire and other dangers;
5. Adequate light and air in the use and occupancy of buildings;
6. Healthful and convenient distribution of population;
7. Good civic design and arrangement;
8. Adequate public utilities and facilities; and
9. Wise and efficient expenditure of funds.”

A.C.A. §14-56-403 (b).

The appellate courts of Arkansas have recognized and approved many different factors that a Planning Commission can consider when a proposed rezoning is contested.

1. **Public Opposition**

“Opposition by a large majority of the citizens in the neighborhood”
Thomas Petroleum v. West Helena (1992).

“The Opinion of local residents, **when it reflects logical and reasonable concerns**”

City of Lowell v. M & N Mobile Home Park (1996).

“Some of the residents (of the area) objected”
Tanner v. City of Green Forest (1990).

2. **Traffic**

“Increased traffic on limited roads”
City of Lowell v. M & N Mobile Home Park (1996).

“Increased risk of traffic accidents”
Thomas Petroleum v. West Helena (1992).

3. **Noise**
City of Lowell v. M & N Mobile Home Park (1996).
4. **Decreased value of adjoining land**
City of Lowell v. M & N Mobile Home Park (1996).
5. **Potential for criminal activity**
Thomas Petroleum v. West Helena (1992).
6. **Increased litter**
Thomas Petroleum v. West Helena (1992).
7. **Strain on Sewage service**
Tanner v. City of Green Forest (1990).
8. **Spot zoning**
“The need to maintain consistent zoning area, and not to set a precedent of spot zoning (T)he property was entirely surrounded by a residential area, and that the residents objected “ Thomas Petroleum v. West Helena, 310 Ark. 682, 839 S.W. 2d 523, 525 (1992).

“Spot zoning has been defined by several authorities. It has been said that:

‘ Spot zoning, by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area.’ R. Wright and S. Webber, Land Use (1978).” Riddell v. City of Brinkley, 612 S.W. 2d 116, 117 (1981).

“(S)pot zoning includes zoning one lot in a manner entirely different from the surrounding area “ Smith v. City of Little Rock, 279 Ark. 4, 648 S.W. 2d 454, 457 (1983).

However, the most recent case I could find referring to “spot zoning” {Camden Community Development Corp. v. Sutton, 339 Ark. 368, 5 S.W. 3rd 439, 443 (1999)} cast doubt on Professor Wright’s quoted statement that “Spot zoning, by definition, is invalid”

Finally, a proponent of a rezoning will often argue that he or she is entitled to a rezoning in order to put the property to its “**highest and best use**” from a monetary viewpoint. The benefit to the owner of a proposed rezoning may certainly be considered, “(h)owever, we have held that **rezoning is not justified solely on the ground that it is necessary to put a particular tract to its most remunerative use.**” Tanner v. City of Green Forest, 302 Ark. 170, 788 S.W. 2d 727, 729 (1990). (emphasis added).

CONCLUSION/SUMMARY

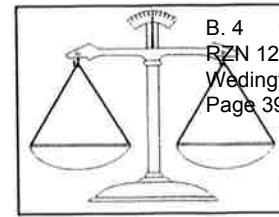
Factors that may be considered in rezoning issues:

1. 2030 Plan objectives
2. Public opposition that is logical and reasonable
3. Traffic
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



B. 4
RZN 12-4108 (4847 W.
Wedington Dr./Bank of Wynne)
Page 39 of 44

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor
City Council

FROM: **Kit Williams**, City Attorney

DATE: **May 22, 2003**

RE: **City Council Considerations for Planned Zoning Districts (PZD's)**

Since you are now considering a PZD for Lowe's and will consider the St. Joseph property for a Planned Zoning District at your next meeting, I thought you might like a short summary of issues that are appropriate for your consideration of these requests.

A Planned Zoning District includes approval of both a zoning change and a large-scale development. Thus, all zoning considerations as well as considerations relevant to LSD approval are relevant. You legally have much more discretion for the zoning part of the PZD decision. Therefore, my recommendation is that if you do not believe a Planned Zoning District should be passed, you should refer primarily to problems with changing the zoning rather than problems in the Large Scale Development when explaining why you are voting against any Planned Zoning District.

ZONING CONSIDERATIONS

1. 20/20 Plan objectives
2. Public opposition that is logical and reasonable
3. Traffic
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)

“Spot Zoning” has been recognized by state courts as a violation of a city’s comprehensive zoning plan.

“The need to maintain consistent zoning area, and not to set a precedent of spot zoning (T)he property was entirely surrounded by a residential area, and that the residents objected ” Thomas Petroleum v. West Helena, 310 Ark. 682, 839 S.W. 2d 523, 525 (1992).

“Spot zoning” has been defined by several authorities. It has been said that:

“ ‘ Spot zoning’, by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges not in harmony with the other

use classifications in the area and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area." R. Wright and S. Webber, *Land Use* (1978)." Riddell v. City of Brinkley, 612 S.W. 2d 116, 117 (1981).

"(S)pot zoning includes zoning one lot in a manner entirely different from the surrounding area"
Smith v. City of Little Rock, 279 Ark. 4, 648 S.W. 2d 454, 457 (1983).

"Highest and best use."

A proponent of a rezoning will often argue that he or she is entitled to a rezoning in order to put the property to its "**highest and best use**" from a monetary viewpoint. The benefit to the owner of a proposed rezoning may certainly be considered, "(h)owever, we have held that **rezoning is not justified solely on the ground that it is necessary to put a particular tract to its most remunerative use.**" Tanner v. City of Green Forest, 302 Ark. 170, 788 S.W. 2d 727, 729 (1990). (emphasis added).

LARGE SCALE DEVELOPMENT CONSIDERATIONS

In the second part of your decision, you have less discretion. As long as the developer has complied with our development ordinances (you should rely upon our city staff for this analysis), the remaining issue would be whether this proposed development would **compound a dangerous traffic condition**. That does not mean only whether more traffic will result from a development (which would almost always be the case), but whether the existing and proposed transportation infrastructure serving the new development can handle the anticipated increased flow without causing or compounding a dangerous traffic condition.

“For the purpose of this section, a ‘dangerous’ traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.” §166.05 7. d. (4) Unified Development Code.

In that context, if you determine that parking from the proposed development would regularly and significantly overflow onto nearby, narrow streets, you might conclude that this creates or compounds a dangerous traffic condition.

Traffic is also a factor to be considered in the **rezoning** segment of your decision (where you have greater discretion). At least two recent Arkansas Supreme Court cases relied on traffic issues to sustain a rejection of rezoning.

“Increased traffic on limited roads”
City of Lowell v. M & N Mobile Home Park (1996).

“Increased risk of traffic accidents”
Thomas Petroleum v. West Helena (1992).

VOTING

When you state your reasons to vote for or against these PZDs and any other potentially controversial rezonings or PZDs, please refer to some of the eleven factors recognized by our Supreme court to be relevant to zoning considerations.

Do not refer to things you have no control over such as the current zoning of the property when explaining any vote against the PZD.

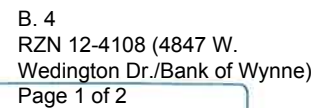
Keep in mind that most developmental issues such as compliance with the Commercial Design Standards, Tree Ordinance, Parking Lot Landscaping Ordinance, Sign Ordinance, drainage and grading regulations, etc. have already been carefully considered and approved by our Planning and Engineering Departments and Planning Commission. Your job under the PZD Ordinance is not to go back to square one to re-examine everything as a second Planning Commission.

However, I believe you have the power to agree to changes in the Large Scale Development or Preliminary Plat contrary to the precise approval of the Planning Commission. You have these rights now on appeal from Planning Commission decisions on LSDs and Preliminary Plats. I believe the City Council may judiciously approve changes (if consistent with our ordinances). Most changes should also be acceptable to the developer/proponent. Changes unacceptable to the developer equate with a rejection of the project and should be supported by reasons sufficient to reject the whole PZD (without the changes).

Please feel free to call upon me at the meeting prior to moving to accept or reject the PZD request to clarify any factors or issues presented in this memo.

B. 4
RZN 12-4108 (4847 W.
Wedington Dr./Bank of Wynne)
Page 1 of 2

B. 4
RZN 12-4108 (4847 W.
Wedington Dr./Bank of Wynne)
Page 1 of 2



PORTION TO BE REZONED COMMUNITY SERVICE:

SECTION TO BE REVERTED R54-4
 A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST,
 WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A N
 EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND THENCE THENCE N02°17'23"E
 066.66, THENCE S87°20'45"E 130.19, THENCE S02°17'00"W 30.38, THENCE S71°45'57"W 26.21, TO THE WEST RIGHT-OF-WAY OF N
 40' 40' AVENUE, THENCE ALONG SAID WEST RIGHT-OF-WAY S02°08'06"W 249.44, THENCE LEAVING SAID WEST RIGHT-OF-WAY
 N01°44'58" 64.54, TO AN EXISTING REBAR, THENCE S92°09'10"W 410.73, TO AN EXISTING REBAR, THENCE S87°34'48"W 643.10,
 TO THE POINT OF BEGINNING, CO'S-TAINING 22.16 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-USE
 IF RECORDED.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED
WITHIN FLOOD ZONE "A" OR "AE" AS
DETERMINED BY THE NATIONAL FLOOD
INSURANCE PROGRAM FLOOD INSURANCE RATE
MAP FOR WASHINGTON COUNTY, ARKANSAS.
(FIRM PANEL# 05143C0203E DATED MAY 16, 2009)

FIELD WORK
MARCH 26- APRIL 3, 2012

BASIS OF BEARING:
ARKANSAS STATE PLANE COORDINATES
NORTH ZONE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 3RD DAY OF APRIL, 2012.



FOR USE AND BENEFIT OF:
LINDSEY & ASSOCIATES
FIRST NATIONAL BANK OF MOBILE



LEGEND:
THESE STANDARD SYMBOLS WILL
BE FOUND IN THE CHAIRING



LEGEND:
THESE STANDARD SYMBOLS WILL
BE FOUND IN THE CHAIRING

City of Fayetteville Staff Review Form

B. 5
R-PZD 12-4079 (N.W. Corner
of W. Cleveland St. & Hall Ave./
Project Cleveland)
Page 1 of 226

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

6/5/2012

City Council Meeting Date
Agenda Items Only

Jesse Fulcher
Submitted By

Planning
Division

Development Services
Department

Action Required:

R-PZD 12-4079: Residential Planned Zoning District (N.W. CORNER OF W. CLEVELAND ST. & HALL AVE./PROJECT CLEVELAND, 443): Submitted by MCCLELLAND CONSULTING ENGINEERS, INC. for property located at the NORTHWEST CORNER OF WEST CLEVELAND STREET AND HALL AVENUE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE, and contains approximately 2.71 acres. The request is for zoning, land use and large scale development approval for a Residential Planned Zoning District with 122 multi-family dwellings.

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 ☐

Jessie C. Pate
Department Director

05-17-2012
Date

Previous Ordinance or Resolution #

K. K. K.
City Attorney

5-18-2012
Date

Original Contract Date:

Original Contract Number:

Dr. Hestwick
Finance and Internal Services Director

5/18/12
Date

Received in City Clerk's Office
5-18-12 P03:39 RCVD
UW

Don Man
Chief of Staff

5/18/12
Date

Received in
Mayor's Office

ENTERED
5/18/12 BRP

Lionel Jordan
Mayor

5/24/12
Date

Comments:

left on the first reading at the 6/5/12 CC mtg.



www.accessfayetteville.org

B. 5
R-PZD 12-4079 (N.W. Corner
of W. Cleveland St. & Hall Ave./
Project Cleveland)

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: May 16, 2012

Subject: R-PZD 12-4079 (Project Cleveland)

RECOMMENDATION

Planning staff and the Planning Commission recommend approval of an ordinance creating a Residential Planned Zoning District (R-PZD) for Project Cleveland, based on the development standards, plans and statement of commitments submitted. This action will establish a unique zoning district for a 122 unit multi-family development with a 421 space parking deck on 2.71 acres.

BACKGROUND

The subject property contains approximately 2.71 acres located at the northwest corner of Cleveland Street and Hall Avenue. Approximately 1.60 acres is zoned RMF-40 and 1.11 acres is zoned RSF-4. The property is developed with an existing three-building apartment complex containing 60 dwellings units, and four single-family dwellings.

The applicant proposes to construct a multi-story student housing development with 122 units, containing 450 bedrooms. A multi-story parking garage is also proposed containing 421 parking spaces. The overall density will be 45 units per acre. A breakdown of the density and unit count is provided on page 20 of the project booklet. The current unit count on the property is 64. A total of 68 are permitted by the current zoning.

A traffic study was prepared by Peter's & Associates to evaluate the impact of this development on the surrounding street network and intersections. The study was later expanded to include the intersections of Cleveland and Razorback, Cleveland and Sunset, Cleveland and Oliver, and Wedington and Hall. A copy of the full traffic study has been included in the packet. In addition, the developer commissioned a second traffic study by Small Arrow Engineering. This study was not complete for the Planning Commission meeting, but has been included in the packet for review by the City Council. Engineering staff has supplied a memo in the packet summarizing the traffic studies and other traffic-related issues and concerns that have been submitted.

DISCUSSION

Neighborhood residents attended the Planning Commission meeting at which this project was considered to listen and provide comments. Minutes from the meeting are included in the packet. The Planning Commission voted 7-1-0 (Pennington voting 'no') to forward the project to the City Council with a recommendation for approval. Recommended conditions were approved by the Planning Commission and are reflected in the attached staff report.

BUDGET IMPACT

None.

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: May 18, 2012

Subject: R-PZD 12-4079 Project Cleveland-Review of Traffic Studies

SUMMARY

Two traffic studies have been submitted by the developer of Project Cleveland, by Peters and Associates of Little Rock, and Small Arrow Engineering of Joplin, Mo. These studies have been reviewed by staff; findings are as follows:

- 1) The methods of trip generation used by each Traffic Engineer, while slightly different, are based on standard trip generation methods. Adjustments to the trips from standard values are supported by recent studies of college housing, and the adjustments are conservative compared to study results.
- 2) The studies generally agreed on the distribution of trips to the street network, where the majority of trips will be made on Cleveland Street toward Garland Ave. The studies do not estimate an appreciable increase in traffic on Cleveland Street west of Razorback Road.
- 3) Overall, the development's impact to traffic on surrounding streets is not significant, and levels of service on surrounding streets will remain as they exist today.
- 4) Pedestrian levels are expected to increase significantly, and both studies recommended improvements to accommodate the increased pedestrian load.

Further review details are provided below.

TRIP GENERATION

Trip generation is a method of estimating the amount of traffic generated by a new development. The standard reference document for trip generation is the Institute of Transportation Engineers (ITE) Trip Generation Manual. For apartments such as the one proposed, the ITE Manual has several charts to cover variables such as type of apartment, time of day (am or pm peaks), etc. Charts providing trip estimates by both dwelling units and by persons are provided. All of these charts in the ITE Manual are developed empirically, by plotting data from traffic studies and developing a best fit line.

The ITE Manual does not provide charts for specific types of apartments such as the student housing proposed by Project Cleveland. Recent studies have attempted to refine trip generation rates for student housing projects such as this. Studies at Auburn University, the University of Minnesota, and at 4 universities in Virginia have

shown that vehicle trips for student housing near campus, and on a transit route, may be reduced by as much as 80% from the ITE Manual estimates.

In the case of project Cleveland, the two traffic studies provided used different methods of calculating trips generated from the development:

- Peters and Associates used the ITE Manual charts developed for Apartments, using trips per person, and adjusted these trips based on a study at Auburn University, which estimated reductions in trips from the ITE Manual for housing on transit routes. The reductions are 40% for AM peak trips and 20% for PM peak trips.
- Small Arrow Engineering used the ITE Manual charts for Mid-Rise Apartments, using an average of trips per person and trips per dwelling unit, and included an adjustment based on a Technical Memorandum developed by Spack Consulting. (The Spack memorandum was developed from a study of trips generated from existing housing around the University of Minnesota.) Small Arrow's trip generation calculations for the apartments were substantially lower than Peters and Associates; however, Small Arrow included conservative calculations for the coffee shop that ultimately brought their calculations more in line with Peters.

Note that trip generation is either by dwelling unit, or by persons. When calculating trips by persons, both studies used the number of bedrooms, assuming one person per bedroom.

After review of these calculations, and based on the studies reviewed related to apartment complexes on or near campuses, and with transit availability, it is staff's opinion that the trip generation calculations are appropriate. In fact, Peters and Associates calculations seem somewhat high for a development with this set of characteristics.

TRAFFIC DISTRIBUTION

After the trip generation calculations, the next task is to distribute the traffic generated to the roadway network. Using existing surrounding land uses and existing traffic data, ingress and egress route is assigned a percentage of the traffic generated by the development.

For this project, the two traffic studies are generally in agreement on the traffic distribution. A summary of the distribution is as follows:

Cleveland Street-East: 35-50% of generated trips

Hall Avenue: 25-35% of trips

Cleveland Street-West: 25-30% of trips

Both traffic studies estimate while 25 to 30 percent of generated trips will be to/from the west on Cleveland Street, most of those will use Razorback Road, and only 10% of generated traffic will continue on Cleveland Street west of Razorback Road. Using the higher numbers from the Peters study, this equates to approximately 15 vehicles in the peak hour, and 100 vehicles per average day, neither of which is expected to have a significant effect on this segment of roadway.

LEVEL OF SERVICE

Level of service is a “grade” given to street segments and intersections. For intersections, this grade is based on the delay per vehicle, or how long each vehicle takes to navigate through an intersection. LOS ranges from “A” to “F”. LOS “D” or above is considered acceptable.

The intersections evaluated in the two traffic reports all received a grade of “D” or higher in both the pre- and post-development analysis. There was very little change in the levels of services due to the development, which suggests that the development will not create traffic issues on adjacent streets and intersections.

PEDESTRIAN TRAFFIC

Both traffic studies specifically mentioned pedestrian traffic as an issue to be considered and accounted for. The Small Arrow study counted 53 southbound and 53 eastbound pedestrians in the peak hour, and projected approximately 200 pedestrians crossing Hall and Cleveland during the peak hour. This obviously is a significant increase. The study recommends 10 foot wide crosswalks on all legs of the Hall and Cleveland intersection.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 12-4079, PROJECT CLEVELAND, LOCATED AT THE NORTHWEST CORNER OF WEST CLEVELAND STREET AND HALL AVENUE; CONTAINING APPROXIMATELY 2.71 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 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 and RMF-40, Residential Multi-Family, 40 units per acre to R-PZD 12-4079 as shown in Exhibit "A" and "B" 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, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council; further, that the conditions of approval shall be filed and available for viewing in the office of the City Clerk/Treasurer of the City of Fayetteville.

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 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

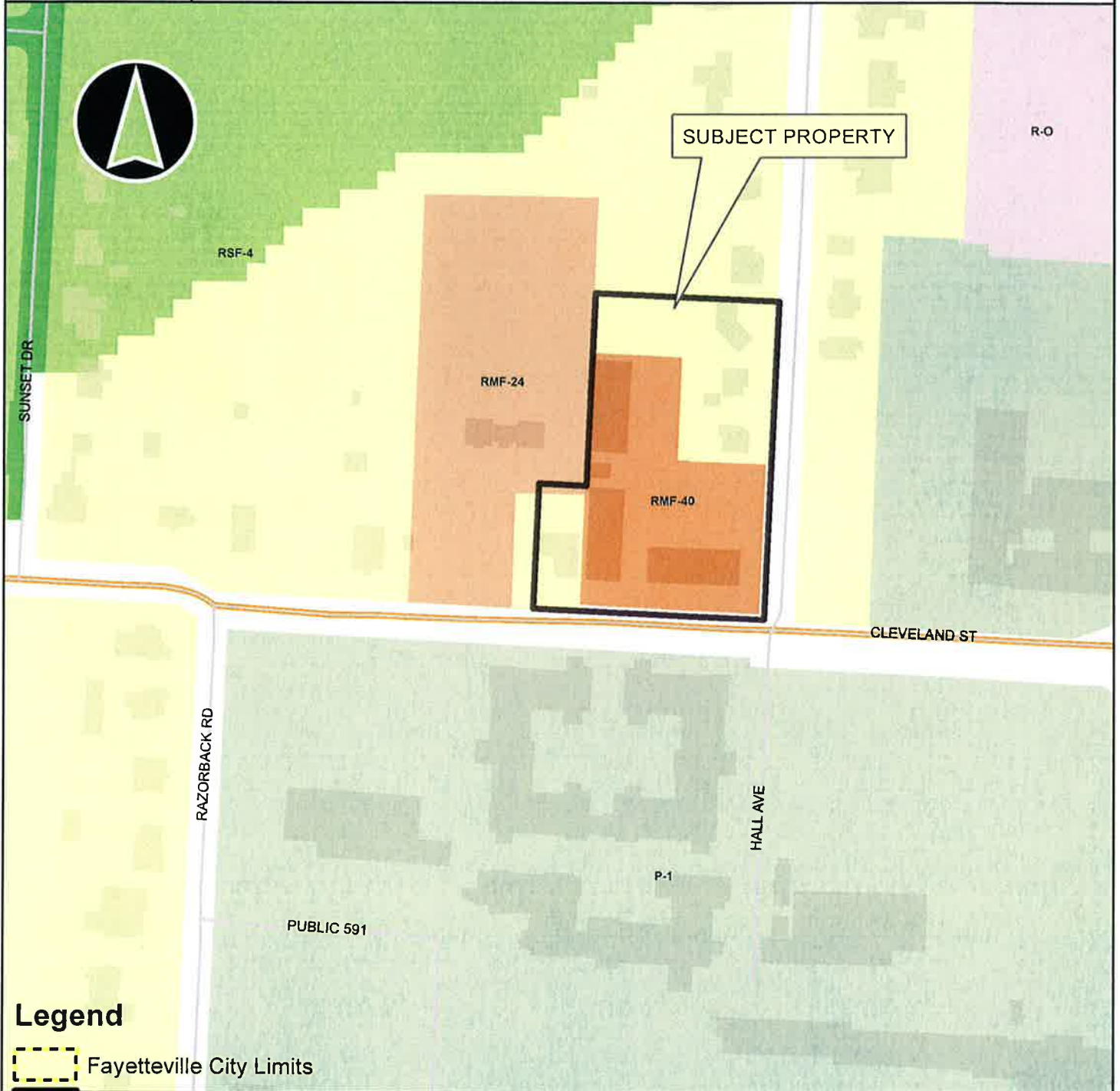
EXHIBIT "A"

B. 5
R-PZD 12-4079 (N.W. Corner
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RPZD12-4079

Close Up View

PROJECT CLEVELAND



Legend

Fayetteville City Limits

Overview RPZD12-4079

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

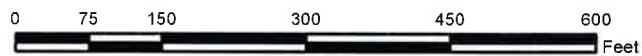


EXHIBIT "B"
R-PZD 12-4079

METES AND BOUNDS PROPERTY DESCRIPTION
(WASHINGTON COUNTY PARCEL NUMBERS 765-02584-000,
765-02589-000, 765-02573-000, 765-02587-000,
765-02581-000, 765-02591-000)

PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF SAID SE 1/4, THENCE SOUTH 87 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 430.00 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE NORTH 02 DEGREES 48 MINUTES 36 SECONDS EAST A DISTANCE OF 170.07 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 27 SECONDS EAST A DISTANCE OF 64.75 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 261.53 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 22 SECONDS EAST A DISTANCE OF 247.50 FEET; THENCE SOUTH 02 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 432.07 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 06 SECONDS WEST A DISTANCE OF 312.50 FEET; THE POINT OF BEGINNING (P.O.B.), CONTAINING 117928 SQUARE FEET OR, 2.71 ACRES AND BEING SUBJECT TO THE RIGHT OF WAY OF CLEVELAND STREET ALONG THE SOUTH BOUNDARY AND HALL STREET ALONG THE EAST BOUNDARY THEREOF.

CONDITIONS OF APPROVAL

JUNE 5, 2012
CONDITIONS OF APPROVAL
R-PZD 12-4079 PROJECT CLEVELAND

1. City Council determination of compatibility with existing land uses and compliance with adopted land use policies and goals including City Plan 2030 and the Planned Zoning District for R-PZD 12-4079 Project Cleveland. *As described herein, staff recommends in favor of the project.*
2. City Council determination of street improvements. *Staff recommends the following:*
 - a. Cleveland Street shall be improved along the project frontage to include two 13 foot travel lanes (26 feet total required for fire aerial apparatus access) and on-street parallel parking on the north side of the street.
 - b. Travel lanes shall also be shared cyclist lanes, requiring the installation of sharrows/chevron symbols in the north and south travel lanes for Cleveland Street. Symbols shall be installed from Garland Avenue to Oliver Street.
 - c. An 8' sidewalk shall be constructed along the entire property frontage and connect to the existing 5' sidewalk in front of the Theta Tau property. The existing sidewalk between Theta Tau and Razorback shall be removed and replaced with a 5' sidewalk that is ADA compliant.
 - d. A raised intersection shall be constructed at Cleveland Street and Hall Avenue with a patterned concrete/asphalt and embedded lighting, as indicated on page 21 of the traffic study.
 - e. A raised crosswalk shall be installed on Hall Avenue near the school's parking lot entrance. The final location shall be determined based on ADA access requirements and input from the Fayetteville School District.
 - f. A crosswalk shall be installed on Hall Avenue at the north end of the project to connect the sidewalks on the east and west side of Hall.
 - g. In coordination with the Fayetteville School District, one of the existing crosswalks on Cleveland Street shall be removed.
 - h. Due to the extensive utility improvements required and resulting trenching on Hall Avenue and Cleveland Street, the developer shall also be required to mill and overlay Hall Avenue along the property frontage. The remaining areas shall be inspected after construction with the city reserving the right to require either street patching or a similar milling and overlay in these areas.
 - i. (Offered by applicant) A separated climbing lane shall be installed on the south side of Cleveland from Sang to Oliver, with sharrows provided on the north side of the street. The bike lane will be separated from the east-bound travel lane by a 6" curb, with openings provided at existing driveways and streets, and for drainage. The existing centerline shall be removed and relocated based on the adjusted centerline of the travel lanes.
3. City Council determination of compliance with Urban Residential Design Standards. *Staff finds that the proposed building elevations meet the requirements for multi-family design standards. The applicant has committed through the PZD process to comply with the requirements of the Downtown Design Overlay District (DDOD), which are stricter design standards. The current building design also complies with these design standards. Additional construction level information is always necessary to fully review for compliance with DDOD standards.*

JUNE 5, 2012
CONDITIONS OF APPROVAL
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4. Heavy construction vehicles shall not be permitted to use Cleveland Street west of the project or Hall Avenue north of the project. Construction traffic, other than passenger vehicles, shall use Garland as the primary point of access.
5. All off-site utility upgrades and extensions determined necessary by the City of Fayetteville to serve this development shall be completed at the time of development, prior to certificate of occupancy permits.
6. Parks fees in the amount of \$38,320 shall be paid prior to building permit approval.
7. Pursuant to the phasing schedule provided in the project booklet, all permits necessary to begin construction shall be obtained within 18 months from the date of City Council approval of the PZD. A final certificate of occupancy shall be obtained within 42 months from the date of building permit approval.
8. Any proposed fencing shall be indicated on construction plans to ensure compliance with applicable development and design standards.
9. All tree preservation, landscape, engineering and fire department conditions included herein shall apply.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Street signs are required to be installed on each private street where buildings are addressed. These signs shall be installed at the owner's expense and should meet MUTCD requirements. Please contact the City's Address Coordinator, Susan Pierce at 479-575-8391. Address numbers shall also be required on both sides of each structure, or as determined appropriate by the Fire Department.
13. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
15. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.

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CONDITIONS OF APPROVAL
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16. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**
 17. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principal structure. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**
 18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**
 19. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
 20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Urban Forester for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
 21. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Urban Forester of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions
 - e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Urban Forester.
 - f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.
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PC Meeting of May 14, 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: Jesse Fulcher, Current Planner
Glenn Newman, Staff Engineer
THRU: Jeremy Pate, Development Services Director
DATE: ~~May 9, 2012~~ Updated May 16, 2012

R-PZD 12-4079: Residential Planned Zoning District (N.W. CORNER OF W. CLEVELAND ST. & HALL AVE./PROJECT CLEVELAND, 443): Submitted by MCCLELLAND CONSULTING ENGINEERS, INC. for property located at the NORTHWEST CORNER OF WEST CLEVELAND STREET AND HALL AVENUE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE, and contains approximately 2.71 acres. The request is for zoning, land use and large scale development approval for a Residential Planned Zoning District with 122 multi-family dwellings.

Planner: Jesse Fulcher

Findings:

The subject property contains approximately 2.71 acres located at the northwest corner of the Cleveland Street and Hall Avenue. Approximately 1.60 acres is zoned RMF-40 and 1.11 acres is zoned RSF-4. The property is developed with an existing three building apartment complex consisting of 60 dwellings units and parking lot, and four single-family lots. The current surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family	RSF-4
South	Multi-family/dormitory	University
East	School/Single-family	P-1/RSF-4
West	Fraternity	RMF-24

Proposal: The applicant proposes to construct a multi-story student housing development with 122 units, containing 450 bedrooms. A multi-story parking garage is also proposed containing 421 parking spaces. The overall density will be 45 units per acre. A breakdown of the density and unit count is provided on page 20 of the project booklet. The current unit count on the property is 64. A total of 68 are permitted by the current zoning.

Bedrooms: Five (5) bedroom units aren't being requested with this development. A request to allow five bedroom units would require that this project be resubmitted to the Technical Plat Review Committee meeting and all other subsequent hearings.

Water and Sewer System: The property has access to existing public water and sewer services. However, off-site extensions are required to provide adequate fire flow to serve the development.

Adjacent streets and access: The project fronts on two public streets; Hall Avenue, a local street and Cleveland Street, a collector street. Access to a 421 space parking garage is from Hall Avenue. Direct access to Cleveland Street is not being proposed and would be prohibited by the Access Management Ordinance. Chapter 166.02(F) reads "Property that fronts onto two public streets shall place a higher priority on accessing the street with the lower functional classification, ex. Local and Collector."

Traffic study and street Improvements: ~~A traffic study (see pages attached) has been conducted based on an original design for 570 beds (450 currently proposed).~~ Since the Subdivision Committee meeting, the traffic engineer has conducted additional analysis and revised the traffic study to include the intersections of Cleveland and Razorback, Cleveland and Sunset and Cleveland and Oliver, and Wedington and Hall. The study also now reflects the intended density of 450 bedrooms. In addition, a second traffic study has been prepared by a separate engineering firm. Results from both studies are included.

Peters & Associates Engineers, Inc. (Traffic analysis conducted March 13-15, 2012, with additional intersection studies conducted May 3-4, 2012)

Hourly (page 7) and 24-hour traffic (page 6) counts are provided for Cleveland Street and Hall Avenue, as well as an estimate of traffic volumes (page 14*) expected from this proposed student housing development. The estimated traffic volumes presented in Table 3 include a reduction in vehicular trip-generation, since it is "assumed that a large number of these residents will utilize public transit or walk/bike to campus destinations in reasonable close proximity."

Capacity and level of service analysis is provided for traffic conditions for the AM, school PM and typical PM peak hours for the intersections of: Garland and Cleveland; Cleveland and Hall/U of A entrance drive; and Cleveland and U of A exit drive (page 19*). All vehicle movements for the projected traffic conditions at the study intersections are expected to continue to operate at an acceptable level of service "D" or better. Based on the updated traffic study conducted in May, this will also be the case for the intersections of Razorback, Sunset, Oliver and Wedington. The study reveals that only one turning movement has a reduction in the level of service - southbound turning movements on Hall Avenue and Cleveland Street are reduced from a level of service "B" to a level of service "C", which is an acceptable level of service.

Figures 3, 3A, 5, 6, 7, 7A, 8, and 8A have been included in this report and illustrate the existing traffic conditions, projected traffic conditions, and site generated traffic volumes for each of the studied intersections. Figure 4 illustrates site traffic directional distribution.

* These pages are from the first traffic study, which was based on 570 bedrooms, and do not include the new study intersections west of the project site.

Small Arrow Engineering, Inc. (Traffic analysis conducted on Tuesday, May 1, 2012)

The applicant has hired a second traffic engineering firm to provide a separate and independent review of the existing and projected traffic conditions in the vicinity of the project. At the time of this report, staff had only received preliminary information, which is included. A final traffic

report will be available at a later date, should this item be forwarded to the City Council. This traffic study was not required and should not be viewed as an incomplete task. The Planning Commission, however, may decide to wait until this report is complete before making a recommendation on the project.

High traffic volume and speeding have long been a concern raised by residents near Cleveland Street, particularly west of Razorback Road. The City of Fayetteville has conducted traffic counts and evaluated a variety of traffic calming tools for this street in the past. However, the steep terrain, where the highest speeds occur, limits the use of conventional vertical measures, such as speed tables. Staff has again evaluated the traffic conditions using the current analysis provided by the traffic engineering firms and recognizes opportunities for traffic calming measures near the project site, where the greatest increase in traffic will occur. Implementing traffic calming measures and requiring street improvements, and coordinating these changes with the elementary school will result in reduced vehicle speeds, offer safer pedestrian crossings for students of the elementary school and university, and increase walkability and bicycle mobility for the neighborhood. These measures are outlined in the recommended street improvements section of the report.

Street improvements: The traffic study recommends installing pedestrian crossing warning signs and crosswalks on Hall Avenue and raised crosswalks with embedded LED lights along Cleveland Street, between Hall Avenue and Garland Avenue.

City staff recommends the following street improvements:

- 1) Cleveland Street shall be improved along the project frontage to include two 13 foot travel lanes (26 feet total required for fire aerial apparatus access) and on-street parallel parking on the north side of the street.
- 2) Travel lanes shall also be shared cyclist lanes, requiring the installation of sharrows/chevron symbols in the north and south travel lanes for Cleveland Street. Symbols shall be installed from Garland Avenue to Oliver Street.
- 3) An 8' sidewalk shall be constructed along the entire property frontage and connect to the existing 5' sidewalk in front of the Theta Tau property. The existing deteriorating sidewalk between Theta Tau and Razorback shall be removed and replaced with a 5' sidewalk that is ADA compliant to better facilitate pedestrian traffic.
- 4) A raised intersection shall be constructed at Cleveland Street and Hall Avenue with a patterned concrete/asphalt and embedded lighting, as indicated on page 21 of the traffic study.
- 5) A raised crosswalk shall be installed on Hall Avenue near the school's parking lot entrance. The final location shall be determined based on ADA access requirements and input from the Fayetteville School District.
- 6) A crosswalk shall be installed on Hall Avenue at the north end of the project to connect the sidewalks on the east and west side of Hall.
- 7) In coordination with the Fayetteville School District, one of the existing crosswalks on Cleveland Street shall be removed.
- 8) Due to the extensive utility improvements required and resulting trenching on Hall Avenue and Cleveland Street, the developer shall also be required to mill and overlay Hall Avenue along the property frontage. The remaining areas shall be coordinated

during construction with the city reserving the right to require either street patching or a similar milling and overlay in these areas prior to final occupancy

Street improvement 9)

*In addition to these improvements, the applicant has indicated a willingness to provide traffic calming improvements to Cleveland west of the project site, as well, to assist with the existing traffic speed concerns. The applicant is proposing to install a separated climbing lane on the south side of Cleveland from Sang to Oliver, with sharrows provided on the north side of the street. The bike lane will be separated from the east-bound travel lane by a 6" curb, with openings provided at existing driveways and streets, and for drainage. This will require the centerline to be removed and relocated based on the adjusted centerline of the travel lanes. Engineering, Planning and the Trails Coordinator have all reviewed this concept and accepts the applicant's proposal. This will be included as a requirement in the conditions of approval.

<i>Tree Preservation:</i>	Existing Tree Canopy:	19.8%
	Tree Canopy Preserved:	6.80%
	Minimum Canopy Required:	19.8%
	Mitigation Required:	66 two-inch caliper trees

Public Comment: Notification was delivered to property owners within 100' of the project boundary and two public notice signs were posted on the property. Staff has received questions and comments from multiple city residents. All letters are attached. The primary concerns voiced by residents include; building height and scale, safety for parents and school children walking to Leverett Elementary, increased (and existing) traffic on Cleveland and Hall, location of the parking deck entrance, removal of single-family residences and trees.

Recommendation: Staff recommends that **R-PZD 12-4079** be forwarded to the City Council with a recommendation for approval finding that the project is compatible with existing land uses and in compliance with adopted land use policies and goals including City Plan 2030 and the Planned Zoning District ordinance as follows:

Future Land Use Plan Designation: City Neighborhood Area. *City neighborhood areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily.*

This land use designation provides a great deal of flexibility, allowing a multitude of factors to be considered when reviewing land use changes. As noted herein over half of this site is already zoned for multi-family housing up to 40 units per acre and with a height allowance of 60 feet. The entire west side of the property is bordered by RMF-24 zoning, also with a height allowance of 60 feet. The south side of the property is across from university operated student housing. To the east is an elementary school and to the north is a single-family neighborhood.

These factors and the central location of this site, creates anticipation for a more dense housing development. However, an appropriate transition to surrounding properties must still be provided to provide a project that is compatible with the surrounding neighborhood,

particularly to the north.

The original proposal did not at all respond to the scale or style of surrounding properties. This, the third proposal, finally considers the design elements of the dense housing on the south side of Cleveland and the low density housing on Hall Avenue. The project begins on the south as a five-story urban housing project, below the 60 foot high allowance, but the massing begins to break down as the project moves north on Hall. The building walls begin to move away from the street, green space is increased, building openings become larger, the building becomes detached in sections, building height is decreased below the 45 foot height allowance in the underlying zoning, the density is reduced, and building materials transition from institutional to residential. These changes to the building and site design elements appropriately bridge two different, but compatible land uses in a relatively short distance along Hall Avenue.

Goal 1: We will make appropriate infill and revitalization our highest priorities. *The city should consider mechanisms to ensure quality development and promote appropriate development that reflects the existing community character of Fayetteville's neighborhoods.*

This proposed development provides infill in a well-developed area of Fayetteville with access to infrastructure that is already available and currently maintained. This development will increase traffic on surrounding streets. However, residents will be able to walk, bike or use transit more readily than a project located further away from the campus reducing daily vehicle trips and reducing the burden on the existing transportation system. This project also provides an appropriate transition between a variety of land uses, including 5-story student housing to the south, a fraternity house to the west, an elementary school to the east and an established single-family neighborhood on Hall Street.

Goal 2: We will discourage suburban sprawl. *For decades, zoning practices have supported a separation of land uses; in doing so, development has spread across the landscape and made people solely dependent on the automobile to get from here to there. The impacts of sprawl have caused increased traffic congestion and health problems due to a lack of walkable places. By permitting infill development at a higher density than the existing zoning, this project discourages suburban sprawl on the perimeter of the City and takes advantage of proximity to existing utility and public infrastructure and services.*

Goal 3: We will make traditional town form the standard.

The proposed development will be of traditional form, compact and pedestrian oriented, with the building located at the street, parking internalized, wide sidewalks, street trees, and eyes on the street, creating a safer neighborhood environment.

Goal 4: We will grow a livable transportation network. *The development will increase walkability and bicycle facilities, and through building placement, raised intersections and crosswalks, and wide sidewalks, slow vehicle speeds on Cleveland Street and Hall Avenue.*

Goal 5: We will assemble an enduring green network. *Development of the site will decrease the amount of greenspace and tree canopy on the site. The applicant has proposed tree preservation on the west and north sides of the property, including low impact design*

features, and provided greenspace for residents and the public adjacent to Hall Avenue.

Goal 6: *We will create opportunities for attainable housing. It is unclear what the price point will be for these residences and this is not something that the city controls. However, providing a variety of housing types promotes mixed-income neighborhoods where attainable housing doesn't exist in isolation. Providing a variety of housing types also frees up single-family houses in existing neighborhoods, providing more opportunities for move-up buyers.*

Conditions of Approval:

1. Planning Commission determination of compatibility with existing land uses, and compliance with adopted land use policies and goals including City Plan 2030 and the Planned Zoning District for R-PZD 12-4079 Project Cleveland. *As described herein, staff recommends in favor of the project.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE PROJECT PROPOSAL.

THE PLANNING COMMISSION FOUND IN FAVOR OF THE PROJECT PROPOSAL.

2. Planning Commission determination of street improvements. *Staff recommends the following*
 - a. Cleveland Street shall be improved along the project frontage to include two 13 foot travel lanes (26 feet total required for fire aerial apparatus access) and on-street parallel parking on the north side of the street.
 - b. Travel lanes shall also be shared cyclist lanes, requiring the installation of sharrows/chevron symbols in the north and south travel lanes for Cleveland Street. Symbols shall be installed from Garland Avenue to Oliver Street.
 - c. An 8' sidewalk shall be constructed along the entire property frontage and connect to the existing 5' sidewalk in front of the Theta Tau property. The existing sidewalk between Theta Tau and Razorback shall be removed and replaced with a 5' sidewalk that is ADA compliant.
 - d. A raised intersection shall be constructed at Cleveland Street and Hall Avenue with a patterned concrete/asphalt and embedded lighting, as indicated on page 21 of the traffic study.
 - e. A raised crosswalk shall be installed on Hall Avenue near the school's parking lot entrance. The final location shall be determined based on ADA access requirements and input from the Fayetteville School District.
 - f. A crosswalk shall be installed on Hall Avenue at the north end of the project to connect the sidewalks on the east and west side of Hall.
 - g. In coordination with the Fayetteville School District, one of the existing crosswalks on Cleveland Street shall be removed.
 - h. Due to the extensive utility improvements required and resulting trenching on Hall Avenue and Cleveland Street, the developer shall also be required to mill and overlay Hall Avenue along the property frontage. The remaining areas shall be inspected after construction with the city reserving the right to require either street patching or a similar milling and overlay in these areas.
 - i. (Offered by applicant) A separated climbing lane shall be installed on the south

side of Cleveland from Sang to Oliver, with sharrows provided on the north side of the street. The bike lane will be separated from the east-bound travel lane by a 6" curb, with openings provided at existing driveways and streets, and for drainage. The existing centerline shall be removed and relocated based on the adjusted centerline of the travel lanes.

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE RECOMMENDED STREET IMPROVEMENTS. THESE RECOMMENDATIONS HAVE BEEN EXPANDED SINCE THE SUBDIVISION COMMITTEE MEETING.

THE PLANNING COMMISSION FOUND IN FAVOR OF THE RECOMMENDED STREET IMPROVEMENTS AS PRESENTED, INCLUDING THE APPLICANT'S OFFER TO CONSTRUCT A CLIMBING LANE ON CLEVELAND FROM SANG TO OLIVER.

3. Planning Commission determination of compliance with Urban Residential Design Standards. *Staff finds that the proposed building elevations meet the requirements for multi-family design standards. The applicant has committed through the PZD process to comply with the requirements of the Downtown Design Overlay District (DDOD), which are stricter design standards. The current building design also complies with these design standards. Additional construction level information is always necessary to fully review for compliance with DDOD standards.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE PROPOSED BUILDING ELEVATIONS.

THE PLANNING COMMISSION FOUND IN FAVOR OF THE BUILDING AS DESIGNED.

4. Heavy construction vehicles shall not be permitted to use Cleveland Street west of the project or Hall Avenue north of the project. Construction traffic, other than passenger vehicles, shall use Garland as the primary point of access.
5. All off-site utility upgrades and extensions determined necessary by the City of Fayetteville to serve this development shall be completed at the time of development, prior to certificate of occupancy permits.
6. Parks fees in the amount of \$38,320 shall be paid prior to building permit approval.
7. Pursuant to the phasing schedule provided in the project booklet, all permits necessary to begin construction shall be obtained within 18 months from the date of City Council approval of the PZD. A final certificate of occupancy shall be obtained within 42 months from the date of building permit approval.
8. Any proposed fencing shall be indicated on construction plans to ensure compliance with applicable development and design standards.
9. All tree preservation, landscape, engineering and fire department conditions included herein shall apply.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Street signs are required to be installed on each private street where buildings are addressed. These signs shall be installed at the owner's expense and should meet MUTCD requirements. Please contact the City's Address Coordinator, Susan Pierce at 479-575-8391. Address numbers shall also be required on both sides of each structure, or as determined appropriate by the Fire Department.
13. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
15. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
16. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**
17. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principal structure. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**
19. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.

20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Urban Forester for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
- Grading and drainage permits
 - An on-site inspection by the Urban Forester of all tree protection measures prior to any land disturbance.
 - Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - Project Disk with all final revisions
 - One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Urban Forester.
 - Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.
-

Planning Commission Action: ☐ **Approved** ☐ **Tabled** ☒ **Forwarded**

Meeting Date: May 14, 2012

Motion: Honchell

Second: Hoskins

Vote: 7-1-0 (Pennington voting 'no')

Findings associated with R-PZD 12-4079 (Project Cleveland)

Sec. 166.06. Planned Zoning Districts (PZD)

(E) Approval or Rejection Criteria for Planned Zoning Districts

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2030;

FINDING: Staff finds that many aspects of the development proposal to be consistent with the Unified Development Code and City Plan 2030. The future land use map designates the property as a City Neighborhood Area, which is characterized as more densely populated than residential neighborhood areas, providing a mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily. Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone. The proposal is for a multifamily development across the street from the University of Arkansas, providing residents the opportunity to walk, bike or use transit to reach any part of the campus. Shopping opportunities are also within walking distance of this development, allowing residents to be less dependent on the automobile. The development, while more dense than the existing land uses, appropriately bridges multi-story housing and an established single-family neighborhood.

- (2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be in compliance with all applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The street infrastructure in the area is adequate to serve this development. Cleveland Street is currently a high volume collector street, due to the access the street provides to the university, Leverett Elementary and several intersecting neighborhood streets. The development will also have access to Garland Avenue and Razorback Road, two primary connecting streets. The water and sewer infrastructure is currently inadequate to serve this density. However, the developer will be required to upgrade several lines on Cleveland and Hall to support the development. These upgrades will extend the life span of the utility network, reducing long term maintenance and replacement costs. Increased capacity also allows for future infill development in the area.

- (4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: In staff's opinion the proposed rezoning is compatible with surrounding zoning and land uses when all existing conditions are considered. The primary density is occurring on property that is already zoned RMF-40 and with a 60' height allowance. The remainder of the property is zoned RSF-4. However, the property to the west of both zoning districts is zoned RMF-24, also with a 60' height allowance. The building mass is greatly reduced as it moves into the RSF-4 zoning area, the building walls are broken down and the interior of the site is opened up to the neighborhood. Only adjacent to the RMF-24 zoning district along the west property line does the building increase in height back to 5 stories, but still under the 45' limit in RSF-4. The building design appropriately bridges two different, but compatible land uses over a short distance.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: Over half of the subject property is already zoned for 40 units per acre and a height allowance of up to 60'. The property is also adjacent to university housing, RMF-24 zoning to the west, and an elementary school to the east. In staff's opinion, a multi-family development on this property, with appropriate transition to the single-family neighborhood, is an appropriate land use. The tree preservation plan is below what is required for a planned zoning district. However, there are a number of quality, large species trees that will be preserved at the southwest corner and along the north property line, providing a natural buffer between the development and the property immediately north.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: Cleveland Street is a high volume collector street with approximately 7,500 average daily trips. The existing volumes are due to the high number of residential streets that intersect Cleveland, and the access that the street provides to the university campus and elementary school. This development will increase traffic on Cleveland, Hall, Garland and other local streets in the area. However, as indicated by the traffic study, all vehicle movements for the projected traffic conditions at the study intersections are expected to continue to operate at what calculates as an acceptable LOS "D" or better for the worst-case AM, school PM and typical PM peak hours. In fact only one intersection will decline due to the development - Hall Avenue, which will decrease from a LOS "B" to a LOS "C." Based on this information, it is staff's opinion that the proposed development will not unduly burden the existing road network.

- (7) Whether the planned development provides for unified development control under a unified plan;

FINDING: The project booklet and plans provide for a unified development under a unified development plan.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

Sec. 161.29 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: The proposal is for a multi-family development that provides flexibility in design to achieve compatibility with a variety of land uses and zoning districts, and harmonious interaction between two different, but compatible land uses. The building design along with the proposed street improvements will decrease the impact of the development on the surrounding street network and adjacent properties. Green space has been provided along the interior and exterior of the development as a way to open the development up to the neighborhood, and several large species trees are planned for preservation along the southwest and north property lines. As noted herein, it is staff's opinion that the proposed development is consistent with the city's adopted land use policies and the planned zoning district ordinance.

(B) **Rezoning.** Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

(C) *R – PZD, Residential Planned Zoning District.*

- (1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:
- (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's City Plan 2025 and the orderly development of the city.
 - (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
 - (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
 - (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
 - (e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: The proposed planned zoning district will allow flexibility in land use in a predominantly residential area consistent with City Plan 2030; provide a framework that promotes an effective relationship between different, but compatible land uses; provide a harmonious relationship with surrounding development by minimizing land use incompatibilities, heavy traffic congestion and excessive demands on existing public facilities; provide a means to densely develop an area with existing tree canopy; and encourage the efficient use of public facilities.

- (2) *Permitted Uses.* All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The residential uses on this property will be at least fifty-one percent of the gross floor area within the development.

(F) ***Bulk and area regulations***

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) the densities allowed under the current zoning;
 - (c) the urban development goals and other policies of the city's General Plan;
 - (d) the topography and character of the natural environment; and
 - (e) the impact of a given density on the specific site and adjacent properties.
- (2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.
- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

Required Findings for Rezoning Request.

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 many aspects of the development proposal to be consistent with the UDC and City Plan 2030. The future land use map designates the property as a City Neighborhood Area, which is characterized as more densely populated than residential neighborhood areas, providing a mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily. Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone. The proposal is for a multifamily development across the street from the University of Arkansas, providing residents the opportunity to walk, bike or use transit to reach any part of the campus. Shopping opportunities are also within walking distance of this development, allowing residents to be less dependent on the automobile. The development, while more dense than the existing land uses, proposes an appropriate bridges multi-story housing and an established single-family neighborhood.

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

Finding: The property is currently zoned RMF-40 and RSF-4, which allows many aspects of the proposed development, but not across the zoning boundary line. The proposed rezoning is necessary to allow the multi-family development to extend north across the three existing single-family properties.

3. 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 development will increase the number of dwelling units on the property from 64 to 122, a significant increase in population density. However, as noted herein, the development will not undesirable increase the load on public services including schools, water, and sewer. The project is proposed to provide housing for university students, and with the recent increase in enrollment, this type of housing is expected and needed, especially this close to the university campus. The existing water and sewer lines will be upgraded to serve this development, extending the life span of the lines and decreasing long term maintenance and replacement costs.

4. 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



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B. 5
R-PZD 12-4079 (N.W. Corner
of W. Cleveland St. & Hall Ave./
Project Cleveland)
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THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

To: Jesse Fulcher, Current Planner

May 9, 2012

From: Glenn Newman, P.E.
Staff Engineer

Re: Plat Review Comments May 14, 2012 – Planning Committee Meeting)

Development: LSD 12-4079 Project Cleveland

Engineer: MCE Consulting Engineers, Inc.

Special Comments:

1. It is engineering's understanding that the Rain Gardens are for Educational purposes only and may not be designed in accordance with the new City's Draft LID Manual.
2. Structural engineer will be required to acknowledge the drainage plan, including the ponding adjacent to the building, the rain gardens, underground detention, storm drainage underneath the slab, etc..
3. The civil engineer of record and owner have offered to exceed the requirements of the Drainage Criteria Manual to capture the offsite runoff between the proposed structure and the existing retaining wall west of the project and route the flow under the structure. Engineer of record indicated this will have a "large" factor of safety.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense.
3. The engineer of record shall provide "Full Time" inspection for utilities and "Part Time" inspection for the storm drainage and roadway construction for this project. – Weekly reports should be submitted to the City of Fayetteville's public works inspector. – This includes the Fire Line Installation.
4. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
5. Fire Line monthly fees will be applied based on the size of the riser penetrating the slab. See Chapter 51.136 of the Unified Development Code for table of fees associated with pipe diameter.
6. Prior to engineering approval of the **building permit**, either the required public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division.



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THE CITY OF FAYETTEVILLE, ARKANSAS



PARKS AND RECREATION DIVISION
1455 S Happy Hollow Rd
Fayetteville, AR 72701
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TDD (Telecommunications Device for the Deaf)
(479) 521-1316

URBAN FORESTRY DIVISION

TREE PRESERVATION AND PROTECTION – Chapter 167

To: McClelland Consulting Engineers, Leslie Tabor
CC: Jesse Fulcher, Current Planner
From: Megan Dale, Urban Forester/Landscape Administrator
Date: 14 May 2012
Subject: PZD 12-4079: Project Cleveland Planning Commission Review Comments

Requirements Submitted:

N	Initial Review with the Urban Forester
Y	Site Analysis Map Submitted
Y	Site Analysis Written Report Submitted
Y	Complete Tree Preservation Plan Submitted
Y	Tree Mitigation Form Submitted
N/A	Tree Preservation Waiver Submitted

Canopy Measurements:

Total Site Area (minus Master Street Plan ROW and Dedicated Parkland)	
acres	2.60
square feet	113,200
Existing Tree Canopy (minus existing easements)	
acres	0.52
square feet	22,520
percent of site area	19.8%
Tree Canopy Preserved	
acres	0.17
square feet	7,789
percent of total site area	6.8%
Site Percent Min. Canopy Required	25%

Mitigation: Required -

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
14,461 ft2	High Priority	218	66
ft2	Mid-Priority	290	
ft2	Low Priority	436	

On-site Mitigation = 16 trees

Tree Escrow = 50 trees at \$675 = \$33,750

Mitigation Type Requested:

☒ On-Site

☐ Off-Site

☒ Tree Escrow

☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES ☐ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

NA = not applicable

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Y	Y	Y	5 year aerial check on existing trees
Y	Y	Y	Property Boundary
Y	N	Y	Natural Features 100ft beyond property line shown
Y	Y	Y	Existing Topography with slopes $\leq$ 15% highlighted
Y	Y	Y	Soils
N	Y	Y	Significant Tree(s): 24", 18" and 8" DBH
N	Y	Y	Table listing Sig. Trees with species, size, health
N/A	N/A	N/A	Grouping of Trees: all other trees that do not meet significant requirements
N/A	N/A	N/A	Table listing Grouped Trees with average species, size, health
N	Y	Y	All existing utilities
N/A	N/A	N/A	All perennial and intermittent streams with approximate center line
N/A	N/A	N/A	Floodplains/Floodways
Y	Y	Y	Existing street, sidewalk or bike path ROW
Y	Y	Y	Submitted Site Analysis Plan

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
N	Y	Y	Detail Design Approaches used to minimize damage to OR removal of existing canopy
N	Y	Y	Justification for removal of individual or groupings of trees/canopy
N	Y	Y	Details providing information on on-site mitigation OR off-site alternatives
Y	Y	Y	Submitted Analysis Report

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Y	Y	Y	Shows ALL Proposed Site Improvements
Y	Y	Y	Delineates trees/canopy to be preserved and removed
Y	Y	Y	Depict limits of soil disturbance
			Detail measures that will be used to protect trees during construction:
Y	Y	Y	1. Tree Protection Fencing
N	Y	Y	2. Limits of Root Pruning
N	N	N	3. Traffic flow on work site
N	N	N	4. Location of material storage
N	N	N	5. Location of concrete wash out
N	N	N	6. Location of construction entrance/exit
N	Y	Y	Location of ALL existing and new utility/drainage easements

TREE PRESERVATION AND PROTECTION PLAN COMMENTS:

1. All items above marked with "N" and redlines need to be addressed prior to approval.
2. Label Tree Preservation Easement on this plan.
3. Show traffic flow on work site, material storage and concrete wash out area.
4. Prior to Building Permit approval, all required landscaping will require a performance bond and a completed Landscape Surety Form. Submit a landscape estimate for review at time of construction plan review.
5. Prior to Certificate of Occupancy, a 3-year Maintenance Plan must be submitted with a 3-year surety (letter of credit, bond or cash) and completed Landscape Surety Form.



URBAN FORESTRY DIVISION

LANDSCAPE REGULATIONS – Chapter 177

To: McClelland Consulting Engineers, Leslie Tabor
From: Megan Dale, Urban Forester/Landscape Administrator
CC: Jesse Fulcher, Current Planner
Date: 14 May 2012
Subject: PZD 12-4079: Project Cleveland Planning Commission Review Comments

Applicable Requirements:

Y	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
N/A	Stormwater Facilities

Plan Checklist:

Y= submitted by applicant
N=required by City Code but not included on submitted plan
NA= not applicable

Tech Plat	SC	PC	
			All Landscape Plans
Y	Y	Y	Irrigation notes either automatic or hose bib 100' o.c. (177.03A.7.g & 177.04.B.3.a)
Y	Y	Y	Species of plant material identified (177.03.A.7.d & e)
Y	Y	Y	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Y	Y	Y	Soil amendments notes include that soil is amended and sod removed (177.03.C.6.b)
Y	Y	Y	Mulch notes indicate organic mulching around trees and within landscape beds (177.03.C.6.c & d)
N	Y	Y	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
NA	NA	NA	Planting bed contained by edging (177.03.C.6.f)
N	Y	Y	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

Tech Plat	SC	PC	
			Site Development & Parking Lot Standards
NA	NA	NA	Wheel stops/ curbs (177.04.B.1)
NA	NA	NA	Interior landscaping (177.04.C) <i>Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) OR Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)</i>
Y	Y	Y	Placement of Trees (177.04.C.2) <i>Either side at points of access (entrance/exit)</i>
Y	Y	Y	Perimeter landscaping (177.04.D) <i>Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards</i>
			Street Tree Planting Standards (time of F.P. or permit) (177.05)
NA	NA	NA	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
Y	Y	Y	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
Y	Y	Y	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
N	Y	Y	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan
NA	NA	NA	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
NA	NA	NA	Written description of the method for tracking plantings (177.05.A.4.e)
Y	Y	Y	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	
			Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
NA	NA	NA	1 deciduous or evergreen tree/ 3000 square feet
NA	NA	NA	4 large shrubs or small trees (3 gal) / 3000 square feet
NA	NA	NA	6 shrubs or grasses (1 gal) / 3000 square feet
NA	NA	NA	Ground cover unless seed or sod is specified
NA	NA	NA	50% of facility planted with grass or grass like plants

Conditions of Approval:

1. Prior to Building Permit approval, all required landscaping will require a performance bond and a completed Landscape Surety Form. Submit a landscape estimate for review at time of construction plan review.
2. Prior to Certificate of Occupancy, a 3-year Maintenance Plan must be submitted with a 3-year surety (letter of credit, bond or cash) and completed Landscape Surety Form.

Date 4/3/12

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for comments on the proposed R-PZD 12-4079 (NW corner of W. Cleveland Street & Hall Avenue / Project Cleveland, 443) submitted by McClelland Consulting Engineers, Inc. for property located at the NW corner of W. Cleveland and Hall.

I had previously expressed concern for traffic safety and congestion. It appears that the developer has reduced the project's density, conducted a traffic survey, met with and received the support from the school, and taken numerous other steps to minimize my concerns about this project.

Sincerely,

Captain William Brown
Fayetteville Police Department



www.accessfayetteville.org

TO: Planning Division

FROM: Carole Jones, Park Planner II

DATE: April 30, 2012

SUBJECT: Parks & Recreation Subdivision Committee Review Comments

Meeting Date: May 3, 2012

Item: RPZD 12-4079 (Project Cleveland/1236 W. Cleveland St., 443)

Park District: SW

Zoned: RSF-4 and RMF-24

Billing Name & Address: Specialized Real Estate Group
1200 Shipley Street
Springdale, AR 72764

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ 0.024 acre per unit = _____ acres	_____ @ \$960 per unit = \$ _____
Multi Family	_____ @ 0.017 acre per unit = _____ acres	122 @ \$680 per unit = <u>\$82,960</u>

COMMENTS:

- On March 5, 2012 PRAB reviewed the project and recommended accepting money in lieu for 222 multi-family units to satisfy the park land dedication ordinance due to the development's proximity to Lewis Soccer Complex, Wilson Park, Hotz Park and Scull Creek Trail.
- Credit will be given for the existing 60 multi-family units and the existing four single family homes.
- Fees in the amount of \$38,320 are due as calculated below:

Calculation:	122 multi family units proposed (total) X \$680/per unit	= \$ 82,960
	Credit for 60 existing multi family units X \$680/per unit	= - \$ 40,800
	Credit for 4 existing single family units X \$960/per unit	= - \$ 3,840
		<u> </u>
		= \$ 38,320 (balance)

- The actual amount of fees will be based on the type (single family or multi-family) and number of units. Fees must be paid prior to signing of final plat or issuing of building permits.

**TRAFFIC STUDY
PETERS AND ASSOCIATES
MARCH 13-15, 2012**

Traffic Study

STREET SYSTEM

Cleveland Street at Hall Avenue consists of an eastbound lane and a westbound lane. Just east of Hall Avenue, Cleveland Street widens to a three lane roadway consisting of an eastbound lane, a westbound lane and a bi-directional center left-turn lane. This roadway is asphalt and constructed with curbs and gutters. There are sidewalks along both sides of Cleveland Street in the vicinity of Garland Avenue and Hall Avenue. Cleveland Street is classified as a Collector on the City of Fayetteville Master Street Plan (MSP).

Hall Avenue, north of Cleveland Street, is approximately 24 feet wide with no pavement markings separating the northbound and southbound lanes. This roadway is asphalt and constructed with curbs and gutters. There are sidewalks along both sides of the street in the immediate vicinity of Cleveland Street and the speed limit is 25 miles per hour. Hall Avenue is classified as a Local Street on the City MSP.

The intersection of Cleveland Street and Garland Avenue is signalized. This is a 6-phase traffic signal operation with signal indications mounted on mast arms. The controller is located on the northwest corner of this intersection. There are pedestrian crosswalks and pedestrian signal heads on all four legs of this intersection.

The following photos show the general layout of Hall Avenue, Cleveland Street and Garland Avenue. These were taken at locations as indicated on the photo captions.

Traffic Study



Univ. of Arkansas Parking Lot Entrance

Looking east on Cleveland Street
toward Hall Avenue.



The Site

Looking south on Hall Avenue
toward Cleveland Street.



Looking east on Cleveland Street
toward Garland Avenue.



Looking north on Garland Avenue
toward Cleveland Street.

Traffic Study

EXISTING TRAFFIC CONDITIONS

Hourly, 24-hour traffic counts were made at the following locations in the vicinity of the site by this consultant as a part of this study:

STREET	24-HOUR VOLUME	TABLE & CHART
Cleveland Street Approaches to Hall Avenue (Two-Way)	7,458	Table 1/Chart 1
Hall Avenue Southbound Approach to Cleveland Street	428	Table 2/Chart 2

Hourly 24-hour traffic count data for these locations are summarized on Tables and Charts 1 and 2.

Other traffic count data collected as a part of this study include AM, school PM and typical PM peak hours vehicle turning movement counts at the following intersections:

- o Garland Avenue and Cleveland Street
- o Cleveland Street and Hall Avenue / parking lot access drive entrance.
- o Cleveland Street and parking lot access drive exit.

The peak hours vehicle turning movement count data at these intersections are summarized in the following peak hour turning movement Charts 3 thru 12 and are presented in more detail in the Appendix of this report. Pedestrian traffic counts are also included on the count data in the Appendix.

AM and PM peak hours vehicle turning movement counts made as a part of this study are shown on Figure 3, "Existing Traffic Volumes - AM and PM Peak Hours." School PM peak hours vehicle turning movement counts made as a part of this study are shown on Figure 3A, "Existing Traffic Volumes - School PM Peak Hour."

Traffic Study

TIME	Cleveland Street Approaches to Hall Avenue		
	Eastbound	Westbound	EB + WB
01:00 PM	133	362	494
02:00 PM	170	393	563
03:00 PM	242	354	596
04:00 PM	296	293	589
05:00 PM	361	337	698
06:00 PM	230	237	467
07:00 PM	172	237	408
08:00 PM	145	230	375
09:00 PM	133	158	292
10:00 PM	117	113	231
11:00 PM	67	88	155
12:00 AM	48	42	90
01:00 AM	20	27	47
02:00 AM	9	6	15
03:00 AM	8	4	11
04:00 AM	1	10	11
05:00 AM	20	33	54
06:00 AM	37	218	255
07:00 AM	154	211	365
08:00 AM	110	204	314
09:00 AM	84	212	297
10:00 AM	103	214	317
11:00 AM	123	269	392
12:00 PM	133	289	422
24-Hour Total:	2916	4543	7458

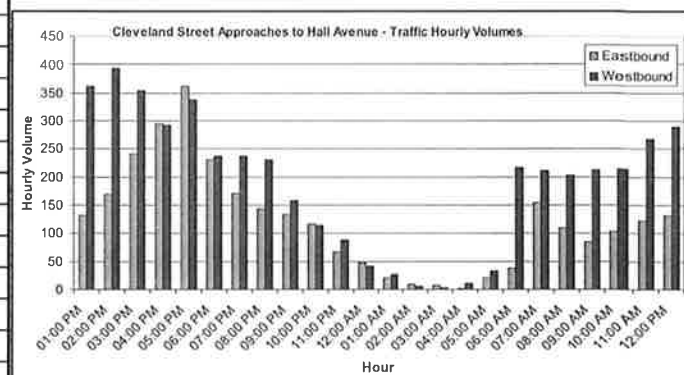
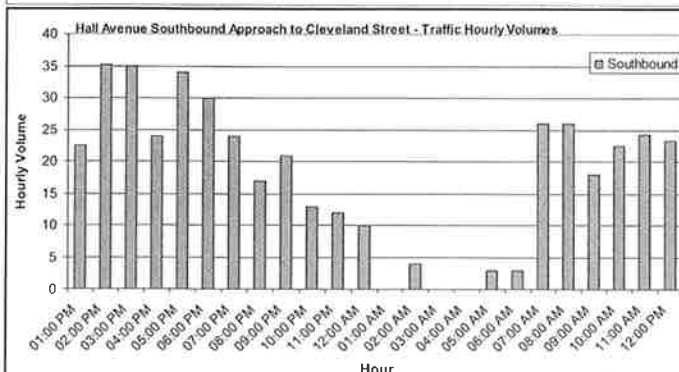


Table 1—Chart 1 24-Hour Traffic Counts
Cleveland Street Approaches to Hall Avenue

TIME	Hall Avenue Southbound Approach to Cleveland Street
	Southbound
01:00 PM	23
02:00 PM	35
03:00 PM	35
04:00 PM	24
05:00 PM	34
06:00 PM	30
07:00 PM	24
08:00 PM	17
09:00 PM	21
10:00 PM	13
11:00 PM	12
12:00 AM	10
01:00 AM	0
02:00 AM	4
03:00 AM	0
04:00 AM	0
05:00 AM	3
06:00 AM	3
07:00 AM	26
08:00 AM	26
09:00 AM	18
10:00 AM	23
11:00 AM	24
12:00 PM	23
24-Hour Total:	428

Table 2—Chart 2 24-Hour Traffic Counts
Hall Avenue Southbound Approach to Cleveland Street



Traffic Study

and an approximate 20 percent reduction in vehicle traffic during the PM peak hour for this housing type. For Project Cleveland, a similar vehicle trip reduction is appropriate. These calculations indicate that approximately 1,321 vehicle trips (combined in and out) per average weekday are projected to be generated by the proposed residential student housing land use on this site. Of this total, approximately 96 vehicle trips are estimated during the traffic conditions of the AM peak hour, approximately 107 vehicle trips are estimated during the traffic conditions of the school PM peak hour and approximately 182 vehicle trips are estimated during the traffic conditions of the PM peak hour.

Residential traffic, as will be the traffic associated with this site, ordinarily does contribute to the adjacent street traffic conditions during the on-street AM peak traffic hour and the PM peak traffic hour. Additionally, the site is in the vicinity of an existing elementary school. Accordingly, the AM, school PM and typical PM peak traffic periods of the adjacent streets in the immediate vicinity of the site are the traffic operating conditions which have warranted primary traffic analysis as a part of this study.

PROPOSED LAND USE	APPROXIMATE SIZE	ITE CODE	24-HOUR TWO-WAY WEEKDAY VOLUME	AM PEAK HOUR VOLUME		SCHOOL PM PEAK HOUR VOLUME		TYPICAL PM PEAK HOUR VOLUME	
				ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
Residential Student Apartments	570 Persons	220	1,321	21	75	57	50	118	64
TOTAL ENTERING + EXITING				96		107		182	
Volumes include reduction in traffic to account for pedestrian traffic of 40% during the AM peak hour and 20% during the school and typical PM peak hours.									
Table 3 – Project Cleveland - Summary of Trip-Generation									

Table 3 – Project Cleveland - Summary of Trip-Generation

Traffic Study

- o With existing intersection lane geometry and traffic control at the existing study intersections,
- o Project Cleveland Drive A constructed to consist of an inbound lane and an outbound lane at Hall Avenue.

EXISTING TRAFFIC CONDITIONS		Traffic Control	EB LT	EB TH	EB RT	WB LT	WB TH	WB RT	NB LT	NB TH	NB RT	SB LT	SB TH	SB RT	Overall Intersection
INTERSECTION	PEAK HR		PEAK HOUR - LEVEL OF SERVICE												
Garland Avenue and Cleveland Street	AM	SIGNAL	C	C	C		C		A	B		A	A		B
	School PM		C	C	C		C		B	B		B	B		B
	PM		D	C	C		C		C	C		B	C		C
Cleveland Street and Hall Avenue	AM	*STOP* SIGN		A			A						B		n/a
	School PM			A			A						B		n/a
	PM			A			A						B		n/a
Cleveland Street and Parking Lot Exit	AM	*STOP* SIGN			A		A		B		A				n/a
	School PM				A		A		B		B				n/a
	PM				A		A		C		B				n/a

Table 4 - Level of Service Summary - Existing Traffic Conditions

PROJECTED TRAFFIC CONDITIONS		Traffic Control	EB LT	EB TH	EB RT	WB LT	WB TH	WB RT	NB LT	NB TH	NB RT	SB LT	SB TH	SB RT	Overall Intersection
INTERSECTION	PEAK HR		PEAK HOUR - LEVEL OF SERVICE												
Garland Avenue and Cleveland Street	AM	SIGNAL	C	C	C		C		A	B		A	B		B
	School PM		C	C	C		C		B	B		B	B		B
	PM		D	C	C		C		C	C		B	C		C
Cleveland Street and Hall Avenue	AM	*STOP* SIGN		A			A						C		n/a
	School PM			A			A						C		n/a
	PM			A			A						C		n/a
Cleveland Street and Parking Lot Exit	AM	*STOP* SIGN			A		A		B		A				n/a
	School PM				A		A		B		A				n/a
	PM				A		A		C		B				n/a
Hall Avenue and Drive A	AM	*STOP* SIGN	A		A				A				A		n/a
	School PM		A		A				A				A		n/a
	PM		A		A				A				A		n/a

Table 5 - Level of Service Summary - Projected Traffic Conditions

Traffic Study

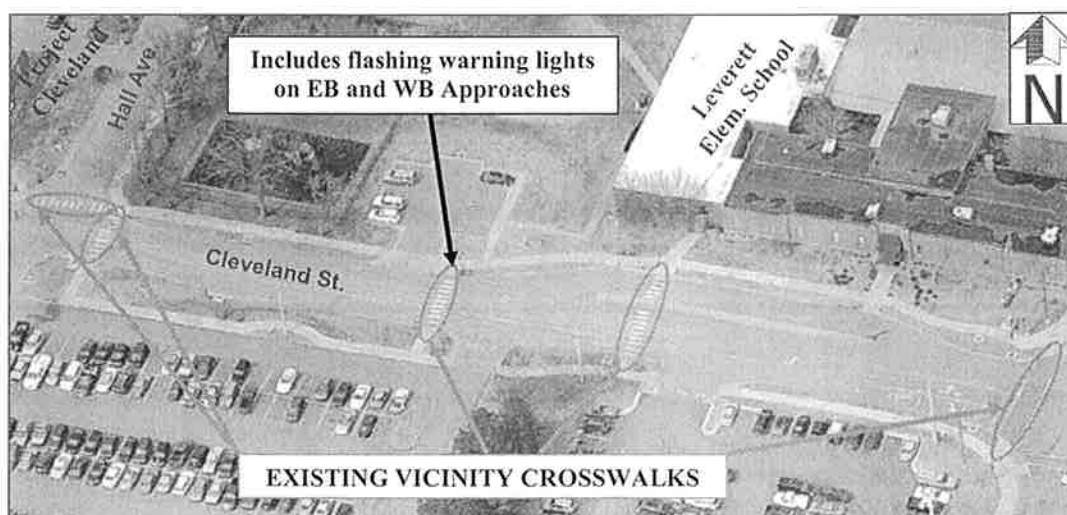
PEDESTRIANS



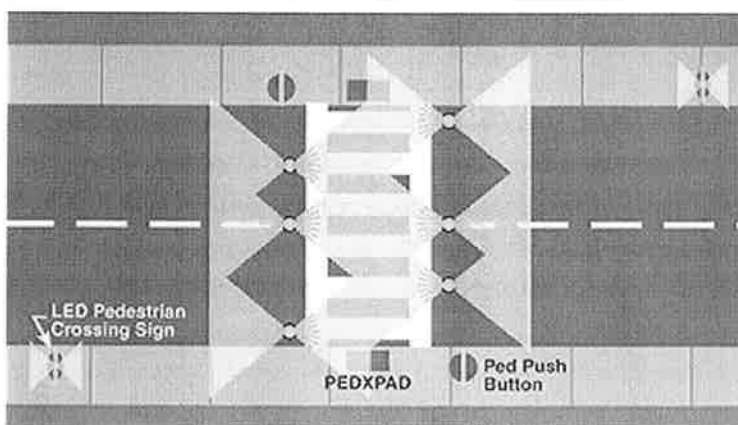
MUTCD Sign W11-2

It was observed that there is considerable pedestrian activity in the vicinity of this proposed development because of the proximity to the University of Arkansas and Leverett Elementary School as depicted on the graphic below. Some of the pedestrian activity included parents of students at Leverett Elementary School parking in a parking lot on the southwest corner of Garland Avenue and Cleveland Street, then crossing Cleveland Street to either walk their child into school or pick their child up. Pedestrian traffic has been included in the capacity and LOS analysis. Pedestrian traffic should be taken into consideration at the proposed access drive.

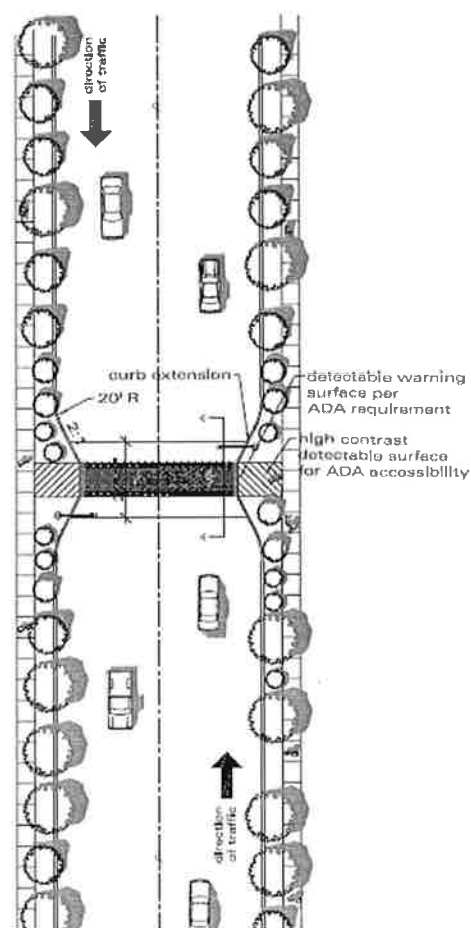
It is recommended to install pedestrian crossing warning signs per the MUTCD (as shown to the left) for traffic exiting the site drive approaching Hall Avenue. Also, it is recommended to include pedestrian crosswalk markings across the site access drive. Additionally, it is recommended to install a new crosswalk (and required MUTCD signs) across Hall Avenue near the north edge of the site. This could be constructed as a raised crosswalk with embedded LED lights in pavement to also serve to reduce speed by vehicles on Hall Avenue in the vicinity. Consideration could be given to include these same type pedestrian crosswalk enhancements to existing crosswalks along Cleveland Street, between Hall Avenue and Garland Avenue due to the existing high pedestrian activity observed in this area. Examples are shown on the following page.



Traffic Study



An illuminated crosswalk is a relatively new traffic control device that is being used throughout the nation to alert approaching motorists to the presence of pedestrians in or about to enter a marked midblock crosswalk or at a marked crosswalk on an uncontrolled approach at an intersection. It consists of a series of lighting units encased in durable housings and embedded in the pavement parallel with the marked crosswalk. The lights are activated by a pedestrian, either by pushbutton or passive detection, and are aimed to flash toward approaching traffic. They serve essentially the same function as traditional flashing beacons, with the major differences being the location of the lights and the pedestrian activation feature. These light systems are known by many names, including in-pavement flashers, in-pavement flashing lights, pedestrian crosswalk warning systems, pedestrian crosswalk lights, crosswalk pavement lights, in-roadway warning systems, in-roadway lights, in-roadway warning lights, SMART crosswalks, intelligent road studs, flashing crosswalks, lighted crosswalks, in-pavement flashers, and "Santa Rosa lights," among others. The terminology used in the *Manual on Uniform Traffic Control Devices* (MUTCD) Section 4, refer to In-Roadway Lights as In-Roadway Warning Lights (IRWL).



Traffic Study

The streets in the vicinity include several crosswalks with required MUTCD signing. Additionally, there are existing sidewalks and ADA ramps on surrounding streets. Although existing street and intersection lane geometry at the study intersections, as a result of traffic operational analysis conducted as a part of this study, has been determined to be adequate, the frontage of the site to public streets should include pedestrian sidewalk provision as can be expected to be a City requirement.

OTHER ISSUES

There are several items unique to this development listed as follows:

- Project Cleveland is along the existing Razorback Transit route. This will facilitate usage by residents and have the effect of reducing vehicular traffic generation.
- The access drive proposed to serve the Project Cleveland development will intersect Hall Avenue only with no direct access via Cleveland Street. Access via Hall Avenue (local street) is better than direct access on higher volume Cleveland Street (Collector) providing fewer non-site traffic volume conflicts with ingress and egress to the site.
- There is no on-street parking allowed on Hall Avenue or on Cleveland Street in the vicinity of the development.
- Existing daily volume on Hall Avenue is approximately 860 vehicles per typical weekday (two-way volume). It is expected that approximately 25 percent of the site-generated traffic will utilize Hall Avenue, north of the site (an additional two-way volume of approximate 330 vehicles per day). The combined total of the projected 1,190 vehicles per day (two-way volume) on Hall Avenue, north of the site is expected to remain well below the City of Fayetteville Master Street Plan local street service volume of less than 4,000 vehicles per day.

Traffic Study

- It is projected that approximately 30 percent of the site-generated traffic volumes is expected to enter and exit the proposed site from the west via Cleveland Street. It is assumed that most, if not all, of this traffic from the west will be from or destined to the University of Arkansas facilities, thereby using Razorback Road, west of the site. It is expected that site-generated traffic volumes will likely not travel west of Razorback Road via Cleveland Street unless they are destined to a specific location in that area.

Traffic Study

FINDINGS and RECOMMENDATIONS

Findings of this study are summarized as follows:

- Approximately 1,321 vehicle trips (combined in and out) per average weekday are projected to be generated by the proposed residential student housing land use on this site. Of this total, approximately 96 vehicle trips are estimated during the traffic conditions of the AM peak hour, approximately 107 vehicle trips are estimated during the traffic conditions of the school PM peak hour and approximately 182 vehicle trips are estimated during the traffic conditions of the PM peak hour.
- Capacity and LOS analysis results for existing traffic conditions for the study intersections indicate existing vehicle movements for existing traffic conditions at the study intersections presently operate at what calculates as an acceptable LOS "D" or better for the AM, school PM and typical PM peak hours.
- Capacity and LOS analysis results performed for projected traffic conditions for the AM, school PM and typical PM peak hours for the study intersections indicate vehicle movements at the study intersections are expected to continue to operate at what calculates as an acceptable LOS "D" or better for the worst-case AM, school PM and typical PM peak hours.
- Project Cleveland is along the existing Razorback Transit route. This will facilitate usage by residents and have the effect of reducing vehicular traffic generation.
- The access drive proposed to serve the Project Cleveland development will intersect Hall Avenue only with no direct access via Cleveland Street. Access via Hall Avenue (local street) is better than direct access on higher volume Cleveland Street (Collector) providing fewer non-site traffic volume conflicts with ingress and egress to the site.

Traffic Study

- Existing daily volume on Hall Avenue is approximately 860 vehicles per typical weekday (two-way volume). It is expected that approximately 25 percent of the site-generated traffic will utilize Hall Avenue, north of the site (an additional two-way volume of approximate 330 vehicles per day). The combined total of the projected 1,190 vehicles per day (two-way volume) on Hall Avenue, north of the site is expected to remain well below the City of Fayetteville Master Street Plan local street service volume of less than 4,000 vehicles per day.
- It is projected that approximately 30 percent of the site-generated traffic volumes is expected to enter and exit the proposed site form the west via Cleveland Street. It is assumed that most, if not all, of this traffic from the west will be from or destined to the University of Arkansas facilities, thereby using Razorback Road, west of the site. It is expected that site-generated traffic volumes will likely not travel west of Razorback Road via Cleveland Street unless they are destined to a specific location in that area.

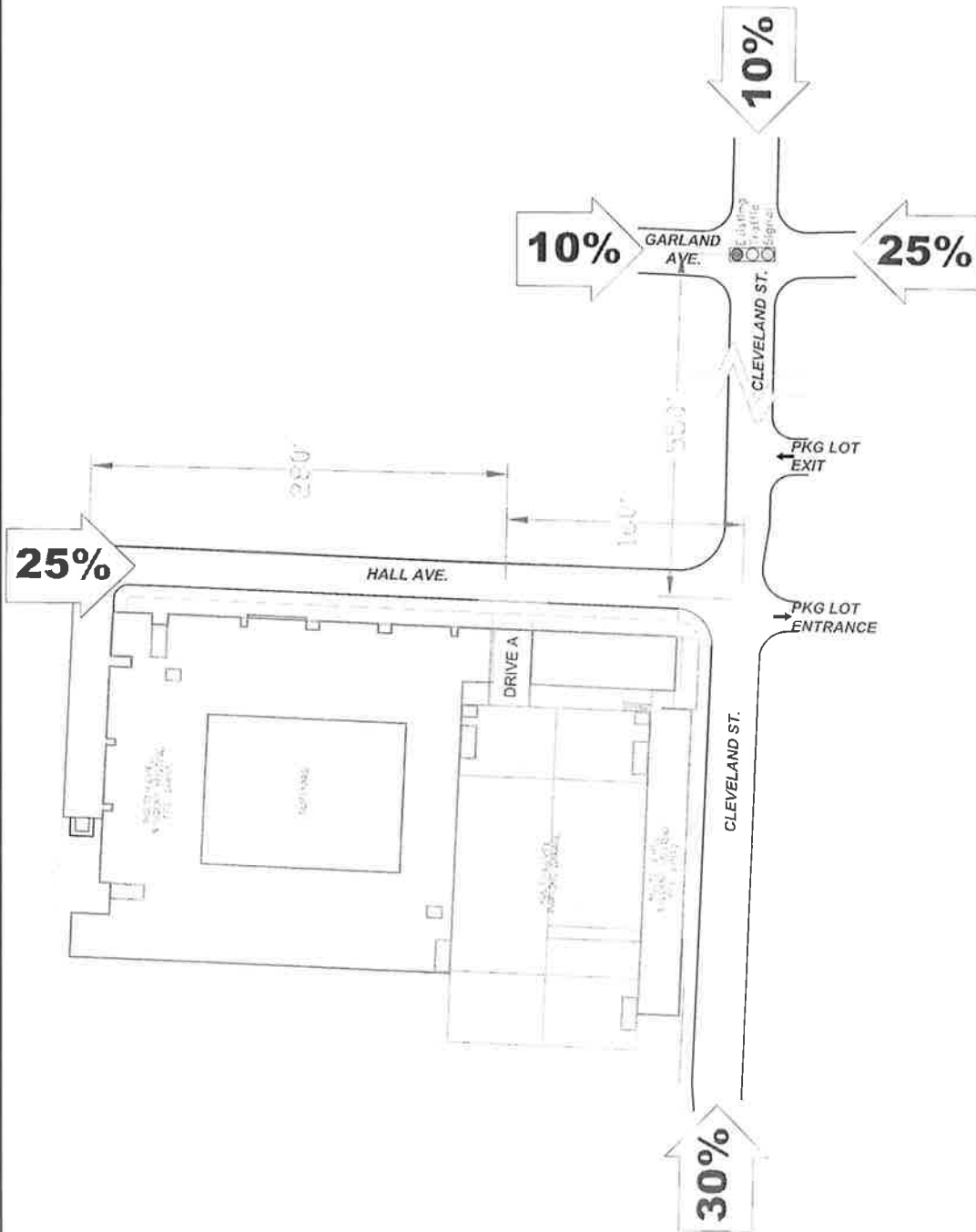
Recommendations of this study are summarized as follows:

- It is recommended to construct the site access drives along Hall Avenue to consist of an inbound lane and an outbound lane.
- The new access drive intersection along Hall Avenue must conform City of Fayetteville design standards and will require approval by the City.
- It is recommended to install pedestrian crossing warning signs per the MUTCD for traffic exiting the site drive approaching Hall Avenue. Also, it is recommended to include pedestrian crosswalk markings at the site access drive adjacent to Hall Avenue. Additionally, it is recommended to install a new crosswalk (and required MUTCD signs) across Hall Avenue near the north edge

Traffic Study

of the site. This could be constructed as a raised crosswalk with embedded LED lights in pavement to also serve to reduce speed by vehicles on Hall Avenue in the vicinity.

- It is recommended that consideration be given to including raised crosswalks with embedded LED lights in pavement enhancements to existing crosswalks along Cleveland Street, between Hall Avenue and Garland Avenue due to the existing high pedestrian activity observed in this area.



P1567 - Existing Uses (4 SF Houses and 60 MF Units)
Summary of Multi-Use Trip Generation
Average Weekday Driveway Volumes
March 28, 2012

Land Use	Size	24 Hour Two-Way Volume	AM Pk Hour		PM Pk Hour	
			Enter	Exit	Enter	Exit
Single Family Detached Housing						
	4 Dwelling Units	38	1	2	3	1
Apartments	60 Dwelling Units	399	6	25	24	13
Total Driveway Volume		437	7	27	27	14
Total Peak Hour Pass-By Trips			0	0	0	0
Total Peak Hour Vol. Added to Adjacent Streets			7	27	27	14

Note: A zero indicates no data available.

TRIP GENERATION BY MICROTRANS

P1567 - PROJECT CLEVELAND - FAYETTEVILLE AR
Summary of Trip Generation Calculation
For 570 Persons of Apartments
March 28, 2012

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	3.31	1.99	1.00	1887
7-9 AM Peak Hour Enter	0.06	0.00	1.00	34
7-9 AM Peak Hour Exit	0.22	0.00	1.00	125
7-9 AM Peak Hour Total	0.28	0.54	1.00	160
4-6 PM Peak Hour Enter	0.26	0.00	1.00	148
4-6 PM Peak Hour Exit	0.14	0.00	1.00	80
4-6 PM Peak Hour Total	0.40	0.65	1.00	228
AM Pk Hr, Generator, Enter	0.14	0.00	1.00	80
AM Pk Hr, Generator, Exit	0.16	0.00	1.00	91
AM Pk Hr, Generator, Total	0.30	0.56	1.00	171
PM Pk Hr, Generator, Enter	0.24	0.00	1.00	137
PM Pk Hr, Generator, Exit	0.16	0.00	1.00	91
PM Pk Hr, Generator, Total	0.40	0.64	1.00	228
Saturday 2-Way Volume	3.24	2.16	1.00	1847
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.26	0.52	1.00	148
Sunday 2-Way Volume	3.06	1.93	1.00	1744
Sunday Peak Hour Enter	0.00	0.00	1.00	0
Sunday Peak Hour Exit	0.00	0.00	1.00	0
Sunday Peak Hour Total	0.26	0.51	1.00	148

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation, 8th Edition, 2008.

TRIP GENERATION BY MICROTRANS

**TRAFFIC STUDY
PETERS AND ASSOCIATES
MAY 3 & 4, 2012**

From: "Leslie Tabor" <ltabor@mcclelland-engrs.com>
To: "Jesse Fulcher" <jfulcher@ci.fayetteville.ar.us>
CC: "Seth Mims" <seth@mc3multifamily.com>
Date: 5/7/2012 5:09 PM
Subject: FW: P1567 - Revised Figures - Project Cleveland
Attachments: P1567-Figures-REV-5-7-12.pdf

Jesse,

Please see the attached and below from Peter's.

Thank you for your patience!
Leslie

Leslie Tabor

McClelland Consulting Engineers

1810 North College Avenue

Fayetteville, Arkansas 72703

Phone (479) 443-2377

Fax (479) 443-9241

USGBC Member Logo

Notice: This e-mail may contain privileged and/or confidential information and is intended only for the addressee. If you are not the addressee or the person responsible for delivering it to the addressee, you may not copy or distribute this communication to anyone else. If you received this communication in error, please notify MCE immediately by telephone or return email. Please also delete the message from your system in a prompt manner.

From: Randy M. Tolbert [mailto:rmtolbert@traffic-engineers.com]
Sent: Monday, May 07, 2012 5:06 PM
To: Leslie Tabor
Cc: E. J. Peters
Subject: P1567 - Revised Figures - Project Cleveland

Leslie,

Attached are PDF copies of the following figures:

* Figure 3, "Existing Traffic Volumes - AM and PM Peak Hours"

- * Figure 3A, "Existing Traffic Volumes - School PM Peak Hour"
- * Figure 4, "Directional Distribution - Site Traffic"
- * Figure 5, "Entering Traffic Percentage Turns"
- * Figure 6, "Exiting Traffic Percentage Turns"
- * Figure 7, "Site-Generated Traffic Volumes - AM and PM Peak Hours"
- * Figure 7A, "Site-Generated Traffic Volumes - School PM Peak Hour"
- * Figure 8, "Projected Traffic Volumes - AM and PM Peak Hours"
- * Figure 8A, "Projected Traffic Volumes - School PM Peak Hour."

We have completed our capacity and level of service analysis for the AM, school PM and PM peak hours for existing and projected traffic conditions (projected traffic includes the change in number of residents to 450) for the following study intersections:

- * Garland Avenue and Cleveland Street
- * Cleveland Street and Hall Avenue / University of Arkansas parking lot entry access drive
- * Cleveland Street and Hall Avenue / University of Arkansas parking lot exit access drive
- * Hall Avenue and Project Cleveland Drive A
- * Wedington Drive and Hall Avenue
- * Cleveland Street and Razorback Road
- * Cleveland Street and Sunset Avenue
- * Cleveland Street and Oliver Avenue.

It was found that all vehicle movements at the study intersections currently operate at what calculates as an acceptable LOS "D" or better for the AM, school PM and PM peak hours. Traffic volumes used for existing traffic conditions are shown on the attached Figures 3 and 3A.

It was found that all vehicle movements at the study intersections are calculated to continue to operate at what calculates as an acceptable LOS "D" or better for the AM, school PM and PM peak hours. Traffic volumes used for projected traffic conditions are shown on the attached Figures 8 and 8A. Projected traffic conditions were conducted with the following assumed:

- * With existing intersection lane geometry and traffic control at the existing study intersections.
- * Project Cleveland Drive A constructed to consist of an inbound lane and an outbound lane at Hall Avenue.

We will have a revised report to you by the end of the day Friday, May 11, 2012. If you have any questions and/or need to discuss in more detail, let us know. Thanks and have a great day.

Randy Tolbert

<mailto:rmtolbert@traffic-engineers.com> rmtolbert@traffic-engineers.com

PETERS & ASSOCIATES ENGINEERS, INC.

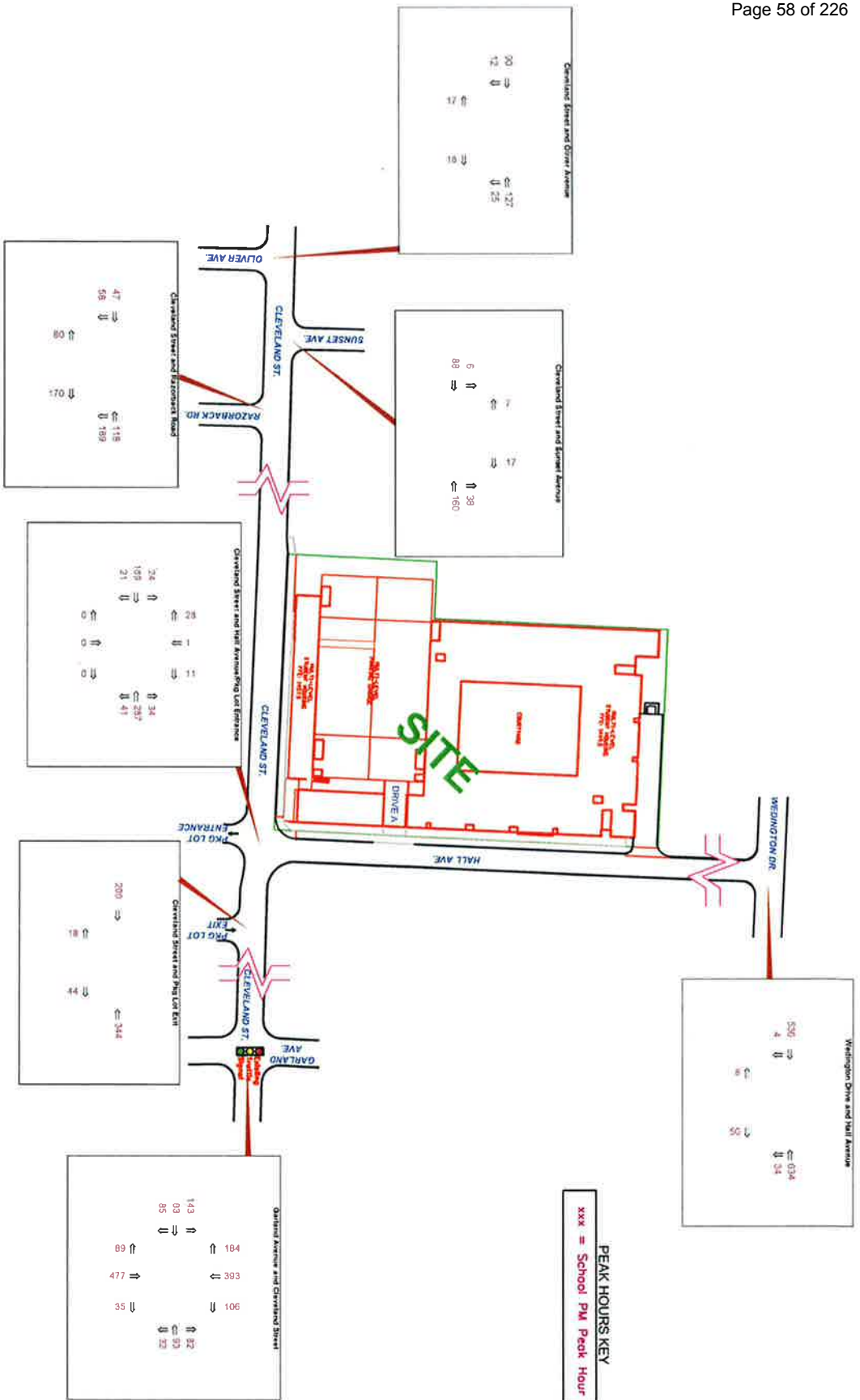
5507 Ranch Drive, - Suite 205

Little Rock, Arkansas 72223

Voice: 501-868-3999 (Ext. 103)

Fax: 501-868-9710

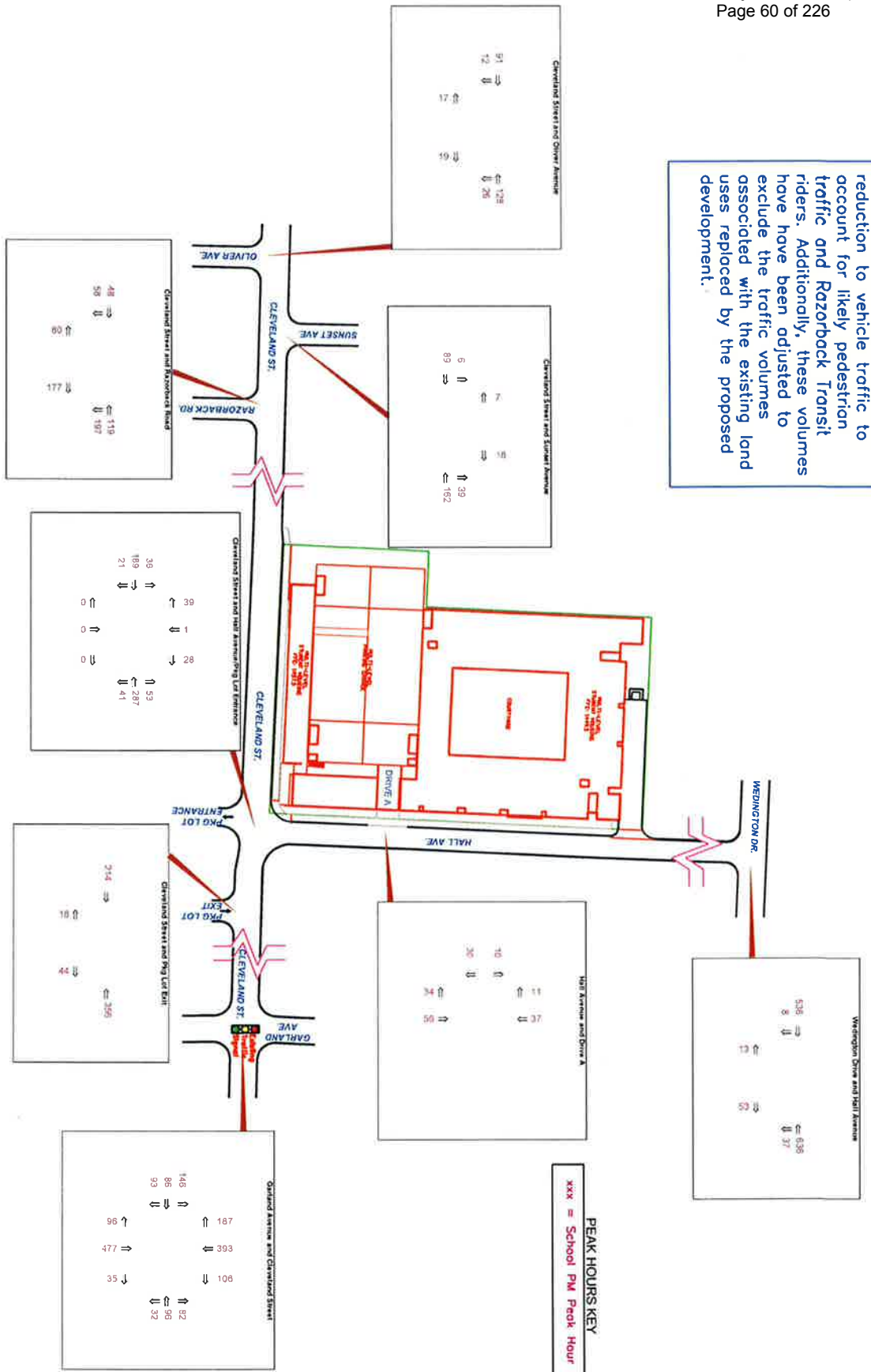




NOTE: These volumes include a reduction to vehicle traffic to account for likely pedestrian traffic and Razorback Transit riders. Additionally, these volumes have been adjusted to exclude the traffic volumes associated with the existing land uses replaced by the proposed development.



NOTE: These volumes include a reduction to vehicle traffic to account for likely pedestrian traffic and Razorback Transit riders. Additionally, these volumes have been adjusted to exclude the traffic volumes associated with the existing land uses replaced by the proposed development.





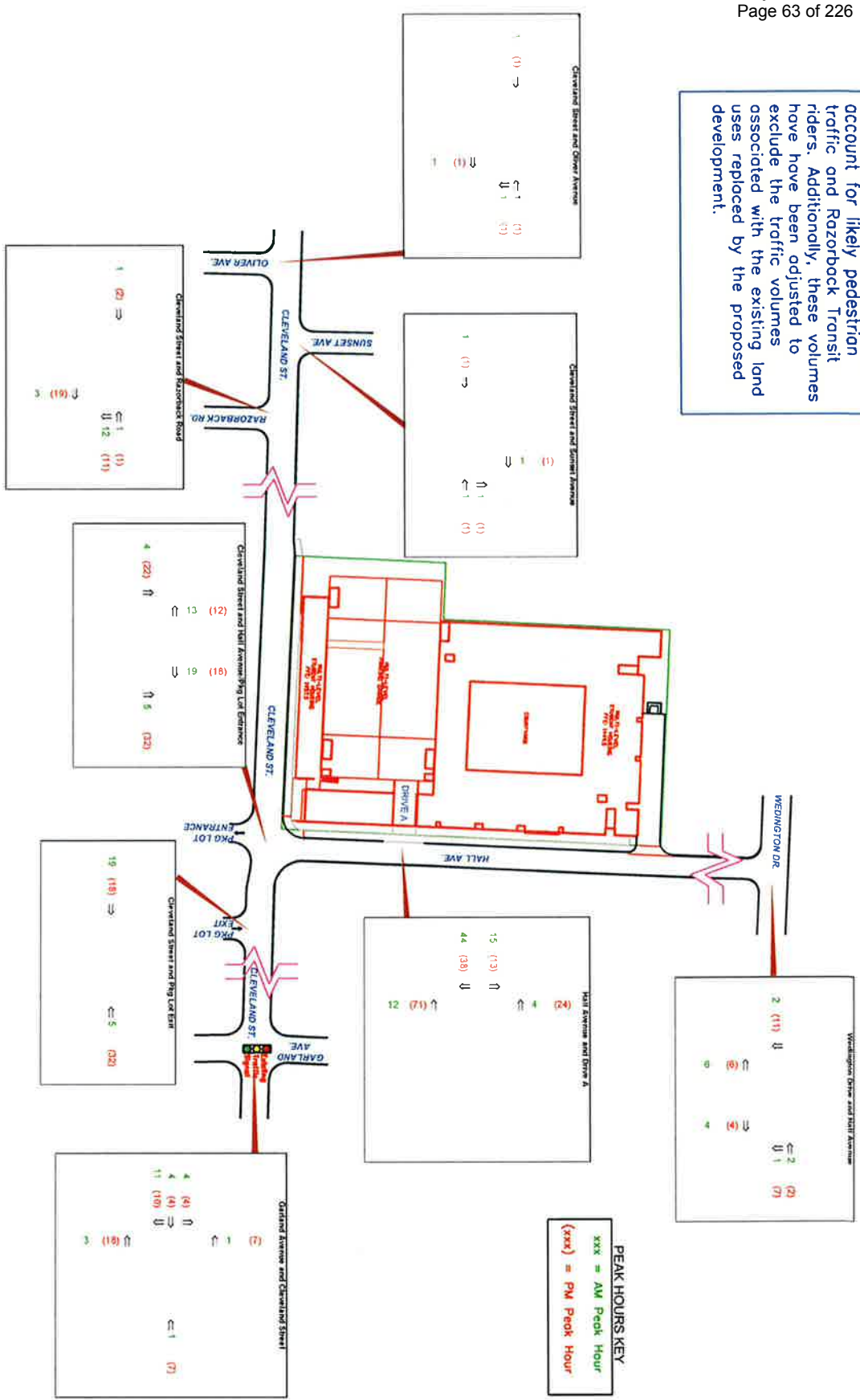


PROJECT CLEVELAND
STUDENT HOUSING
RESIDENTIAL DEVELOPMENT
FAYETTEVILLE, ARKANSAS

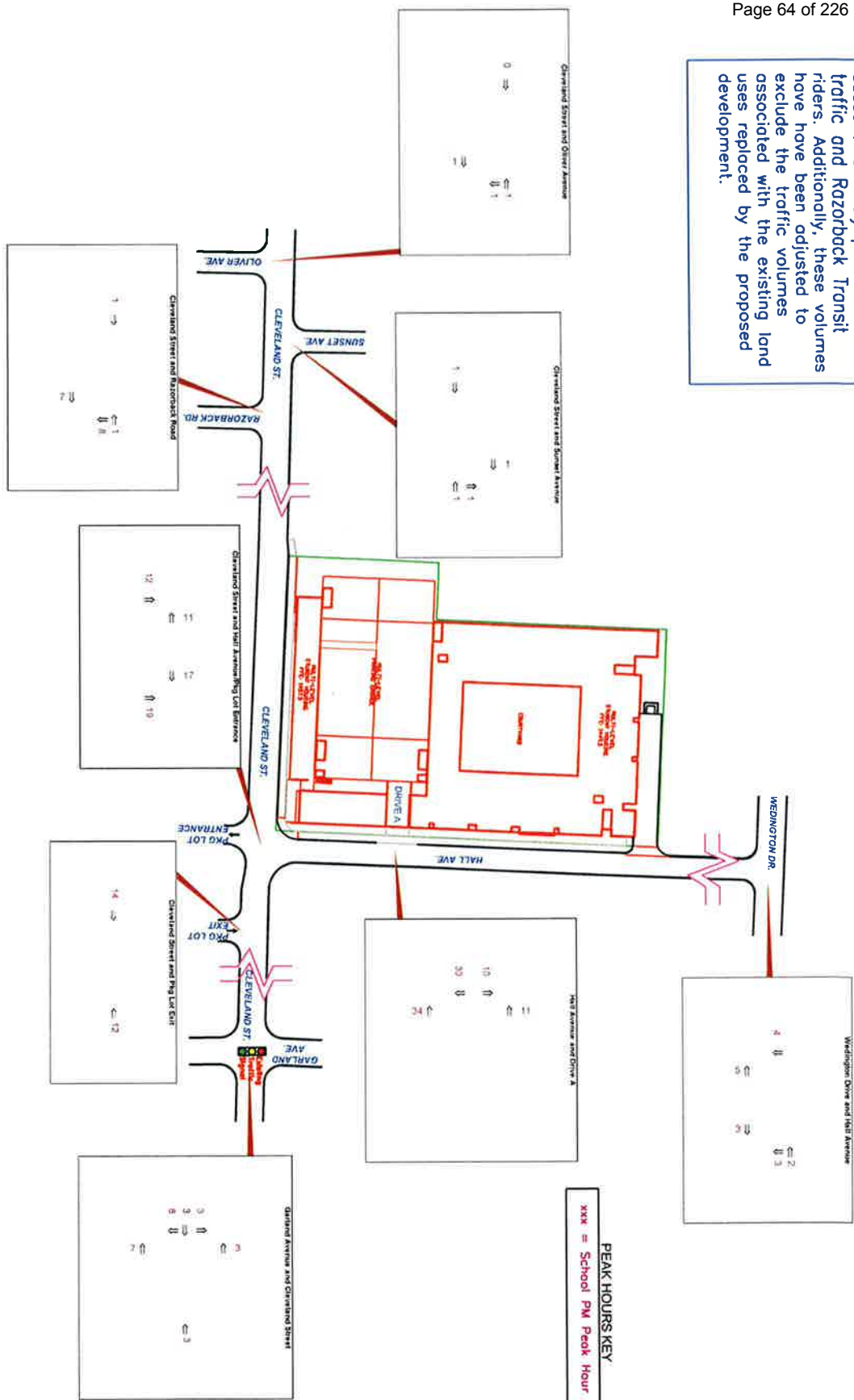
EXITING TRAFFIC
PERCENTAGE TURNS

FIGURE NO. 6

NOTE: These volumes include a reduction to vehicle traffic to account for likely pedestrian traffic and Razorback Transit riders. Additionally, these volumes have been adjusted to exclude the traffic volumes associated with the existing land uses replaced by the proposed development.



NOTE: These volumes include a reduction to vehicle traffic to account for likely pedestrian traffic and Razorback Transit riders. Additionally, these volumes have been adjusted to exclude the traffic volumes associated with the existing land uses replaced by the proposed development.

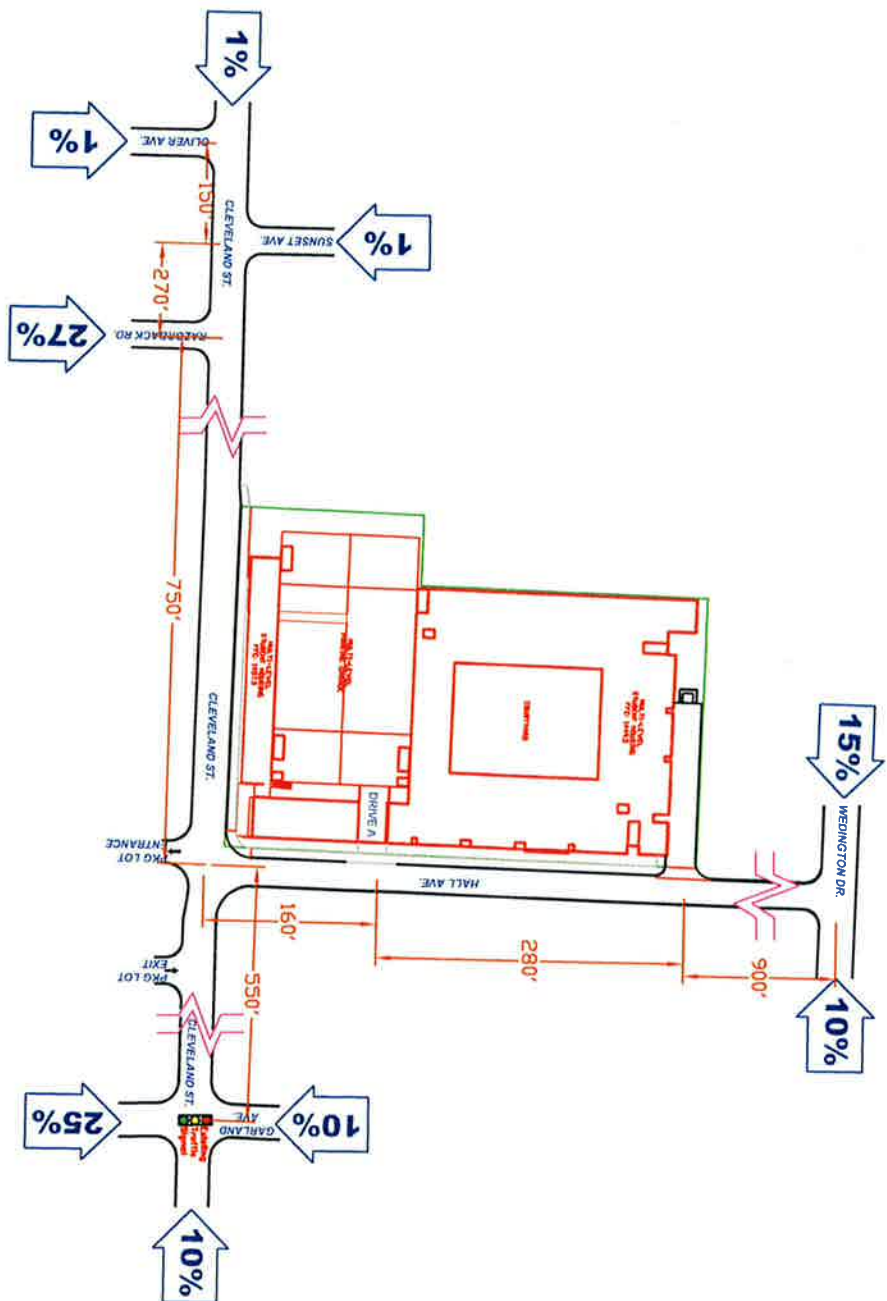


PROJECT No. P1567
DATE: 5-7-2012
PETERS & ASSOCIATES
ENGINEERS, INC.

PROJECT CLEVELAND
STUDENT HOUSING
RESIDENTIAL DEVELOPMENT
FAYETTEVILLE, ARKANSAS

SITE-GENERATED
TRAFFIC VOLUMES
SCHOOL PM PEAK HOUR
FIGURE NO.

7A



PROJECT No. P1567
DATE: 5-7-2012



PETERS & ASSOCIATES
ENGINEERS, INC.

PROJECT CLEVELAND
STUDENT HOUSING
RESIDENTIAL DEVELOPMENT
FAYETTEVILLE, ARKANSAS

DIRECTIONAL DISTRIBUTION
SITE TRAFFIC

TRAFFIC STUDY
SMALL ARROW ENGINEERING, INC.
MAY 1, 2012

Hall & Cleveland
Fayetteville, Arkansas
5/1/2012
Partly Cloudy

	SB LEFT		SB THRU		SB RIGHT		WB LEFT		WB THRU		WB RIGHT		EB THRU		EB RIGHT		TOTALS	
	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS
7:00 AM	2	0	0	0	2	0	1	0	12	1	2	1	17	0	1	1	44	4
7:15 AM	1	0	0	0	2	0	6	0	42	0	6	0	28	0	1	2	98	2
7:30 AM	2	0	0	0	6	0	12	0	48	0	6	0	73	0	8	3	172	4
7:45 AM	7	0	2	0	13	0	32	0	53	1	7	0	49	1	26	1	197	3
8:00 AM	0	0	3	0	6	0	23	0	28	3	5	0	32	1	16	2	118	6
8:15 AM	0	0	6	0	1	0	7	0	31	1	6	0	29	1	11	3	96	5
8:30 AM	1	0	1	0	2	0	11	0	28	1	1	0	30	0	3	2	80	3
8:45 AM	0	0	0	0	3	0	2	0	43	2	2	0	35	0	2	1	90	3
PEAK HR	9	0	11	0	26	0	74	0	160	5	24	0	183	4	61	9	583	18
PEAK HR VOL	9		11		26		74		165		24		187		70		601	
PEAK HR VPH					46				WB		263		EB		292			
% CARS	100.00%		100.00%		100.00%		100.00%		96.97%		100.00%		97.85%		87.14%		97.00%	
% TRUCKS	0.00		0.00%		0.00%		0.00%		3.03%		0.00%		2.14%		12.86%		3.00%	
PEAK HR FACTOR	0.32		0.46		0.50		0.58		0.76		0.86		0.63		0.65		0.75	

Sunny

	SB LEFT		SB THRU		SB RIGHT		WB LEFT		WB THRU		WB RIGHT		EB THRU		EB RIGHT		TOTALS	
	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS
4:00 PM	7	0	0	0	6	0	15	0	61	1	3	0	43	0	6	2	145	3
4:15 PM	1	0	0	0	5	0	7	0	54	1	4	0	61	1	4	1	140	3
4:30 PM	0	0	2	0	4	0	3	0	64	1	5	0	50	0	4	2	134	3
4:45 PM	2	0	0	0	8	0	5	0	69	1	0	0	54	0	7	0	150	1
5:00 PM	0	0	1	0	8	0	15	0	103	1	4	0	49	0	5	2	191	3
5:15 PM	4	0	0	0	4	0	11	0	78	1	2	0	56	0	3	2	163	3
5:30 PM	1	0	0	0	5	0	5	0	63	1	2	0	33	0	1	0	114	1
5:45 PM	0	0	1	0	4	0	3	0	66	0	1	0	57	0	5	2	142	2
PEAK HR	6	0	3	0	24	0	34	0	314	4	11	0	209	0	19	6	638	10
PEAK HR VOL	6		3		24		34		318		11		209		25		648	
PEAK HR VPH					33				WB		363		EB		252			
% CARS	100.00%		100.00%		100.00%		100.00%		98.74%		100.00%		100.00%		75.00%		98.46%	
% TRUCKS	0.00		0.00%		0.00%		0.00%		1.26%		0.00%		0.00%		24.00%		1.54%	
PEAK HR FACTOR	0.38		0.38		0.75		0.57		0.76		0.55		0.93		0.89		0.84	

Sunny

	SB LEFT		SB THRU		SB RIGHT		WB LEFT		WB THRU		WB RIGHT		EB THRU		EB RIGHT		TOTALS	
	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS
2:30 PM	1	0	1	0	13	0	9	0	39	1	3	0	50	0	2	2	129	3
2:45 PM	4	0	0	0	8	0	8	0	57	1	9	0	52	0	3	3	162	4
3:00 PM	1	0	3	0	11	0	8	0	77	2	16	0	44	0	5	3	172	5
3:15 PM	2	0	0	0	13	1	6	0	73	5	6	0	55	0	2	0	161	8
PEAK HR	8	0	4	0	45	1	31	0	246	9	34	0	201	0	12	8	624	18
PEAK HR VOL	8		4		46		31		255		34		201		20		642	
PEAK HR VPH					58				WB		320		EB		264			
% CARS	100.00%		100.00%		97.83%		100.00%		96.47%		100.00%		100.00%		60.00%		97.20%	
% TRUCKS	0.00		0.00%		2.17%		0.00%		3.53%		0.00%		0.00%		40.00%		2.80%	
PEAK HR FACTOR	0.50		0.33		0.82		0.86		0.81		0.53		0.91		0.63		0.91	

Hall & Wedington
Fayetteville, Arkansas
5/1/2012
Partly Cloudy

	NB LEFT		NB RIGHT		WB LEFT		WB THRU		EB THRU		EB RIGHT		TOTALS	
	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS
7:00 AM	1	0	6	2	3	0	16	0	82	1	1	0	109	3
7:15 AM	1	0	10	0	3	0	50	5	175	2	0	0	239	7
7:30 AM	0	0	11	0	3	0	64	3	295	0	2	0	375	3
7:45 AM	2	0	20	0	5	0	52	3	288	3	4	0	371	6
8:00 AM	0	0	9	0	6	0	76	2	165	1	7	0	263	3
8:15 AM	0	0	5	0	7	0	63	1	156	0	5	1	236	2
8:30 AM	2	0	6	0	2	0	85	4	138	3	2	0	235	7
8:45 AM	1	0	1	0	6	0	105	4	174	4	1	0	288	4

PEAK HR	2	0	45	0	21	0	255	9	904	4	18	1	1245	14
PEAK HR VOL	2		45		21		264		908		19		1259	
PEAK HR VPH		NB	47			WB	285		EB		927			
% CARS	100.00%		100.00%		100.00%		96.59%		99.56%		94.74%		98.89%	
% TRUCKS	0.00		0.00%		0.00%		3.41%		0.44%		5.26%		1.11%	

PEAK HR FACTOR	0.25		0.56		0.75		0.85		0.77		0.68		0.83	
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Sunny

	NB LEFT		NB RIGHT		WB LEFT		WB THRU		EB THRU		EB RIGHT		TOTALS	
	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS
4:00 PM	0	0	8	0	10	0	194	3	145	1	6	0	363	4
4:15 PM	1	0	4	0	5	0	188	3	131	2	2	0	331	5
4:30 PM	0	0	2	0	8	0	215	0	136	0	1	0	362	0
4:45 PM	1	0	6	0	8	0	215	1	119	1	2	0	351	2
5:00 PM	1	0	2	0	13	0	247	0	150	1	0	0	413	1
5:15 PM	1	0	9	0	4	0	168	1	128	0	2	0	312	1
5:30 PM	0	0	9	0	4	0	230	1	157	1	1	0	401	2
5:45 PM	0	0	8	0	4	0	199	1	139	0	2	0	352	1

PEAK HR	3	0	19	0	33	0	845	2	533	2	5	0	1438	4
PEAK HR VOL	3		19		33		847		535		5		1442	
PEAK HR VPH		NB	22			WB	880		EB		540			
% CARS	100.00%		100.00%		100.00%		99.76%		99.63%		100.00%		99.72%	
% TRUCKS	0.00		0.00%		0.00%		0.24%		0.37%		0.00%		0.28%	

PEAK HR FACTOR	0.75		0.53		0.63		0.86		0.89		0.63		0.87	
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JOB NUMBER 12208

Razorback & Cleveland
Fayetteville, Arkansas
 5/1/2012
 Partly Cloudy

	NB LEFT		NB RIGHT		WB LEFT		WB THRU		EB THRU		EB RIGHT		TOTALS	
	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS
7:00 AM	10	0	28	0	30	1	7	0	20	0	25	0	120	1
7:15 AM	10	0	28	1	31	1	7	0	20	0	25	0	121	2
7:30 AM	10	0	29	1	31	1	7	0	20	0	25	0	122	2
7:45 AM	10	0	29	1	31	2	8	0	20	0	26	0	124	3
8:00 AM	10	0	29	1	31	2	8	1	20	1	26	0	124	5
8:15 AM	11	0	29	1	31	2	7	0	20	0	25	0	123	3
8:30 AM	10	0	29	1	31	1	7	0	20	0	25	0	122	2
8:45 AM	10	0	28	1	30	1	7	0	20	0	25	0	120	2

PEAK HR	41	0	116	4	124	7	30	1	80	1	102	0	493	13
PEAK HR VOL	41		120		131		31		81		102		506	
PEAK HR VPH	NB		161		WB		162		EB		183			
% CARS	100.00%		96.67%		94.66%		96.77%		98.77%		100.00%		97.43%	
% TRUCKS	0.00		3.33%		5.34%		3.23%		1.23%		0.00%		2.57%	

PEAK HR FACTOR	0.93		1.00		0.99		0.86		0.96		0.98		0.98	
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Sunny

	NB LEFT		NB RIGHT		WB LEFT		WB THRU		EB THRU		EB RIGHT		TOTALS	
	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS	CARS	TRUCKS
4:00 PM	38	0	39	1	52	1	23	1	8	0	10	2	170	5
4:15 PM	35	0	43	0	45	1	25	0	8	1	15	0	171	2
4:30 PM	30	0	44	0	63	1	18	0	17	0	21	0	193	1
4:45 PM	37	0	49	0	60	1	29	0	20	0	20	0	215	1
5:00 PM	55	0	36	0	65	1	30	0	6	0	30	0	222	1
5:15 PM	36	0	49	0	62	1	28	0	12	0	28	0	215	1
5:30 PM	30	0	43	1	24	0	25	0	12	0	29	0	163	1
5:45 PM	36	0	49	1	25	1	26	0	11	0	30	0	177	2

PEAK HR	158	0	178	0	250	4	105	0	55	0	99	0	845	4
PEAK HR VOL	158		178		254		105		55		99		849	
PEAK HR VPH	NB		336		WB		359		EB		154			
% CARS	100.00%		100.00%		98.43%		100.00%		100.00%		100.00%		99.53%	
% TRUCKS	0.00		0.00%		1.57%		0.00%		0.00%		0.00%		0.47%	

PEAK HR FACTOR	0.72		0.91		0.96		0.88		0.69		0.83		0.95	
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Garland & Cleveland
Fayetteville, Arkansas

3/15/2012

Weather Unknown (data provided by Peters & Assoc)

	SB LEFT CARS	SB LEFT TRUCKS	SB THRU CARS	SB THRU TRUCKS	SB RIGHT CARS	SB RIGHT TRUCKS	WB LEFT CARS	WB LEFT TRUCKS	WB THRU CARS	WB THRU TRUCKS	WB RIGHT CARS	WB RIGHT TRUCKS	NB LEFT CARS	NB LEFT TRUCKS	NB THRU CARS	NB THRU TRUCKS	NB RIGHT CARS	NB RIGHT TRUCKS	EB LEFT CARS	EB LEFT TRUCKS	EB THRU CARS	EB THRU TRUCKS	EB RIGHT CARS	EB RIGHT TRUCKS	TOTALS CARS	TOTALS TRUCKS
7:00 AM	19	0	63	0	29	0	3	0	6	0	5	0	4	0	51	0	4	0	9	0	6	0	9	0	308	0
7:15 AM	19	0	91	0	33	0	1	0	2	0	5	0	3	0	51	0	1	0	21	0	3	0	5	0	235	0
7:30 AM	48	0	103	0	54	0	1	0	4	0	6	0	12	0	63	0	4	0	29	0	8	0	11	0	343	0
7:45 AM	69	0	142	0	74	0	4	0	17	0	5	0	20	0	64	0	10	0	16	0	15	0	15	0	451	0
8:00 AM	53	0	149	0	54	0	5	0	8	0	4	0	20	0	63	0	10	0	11	0	7	0	20	0	404	0
8:15 AM	39	0	136	0	41	0	3	0	5	0	6	0	20	0	66	0	8	0	18	0	3	0	20	0	365	0
8:30 AM	17	0	78	0	25	0	2	0	6	0	7	0	12	0	62	0	5	0	15	0	3	0	9	0	241	0
8:45 AM	32	0	92	0	36	0	3	0	5	0	3	0	13	0	56	0	5	0	5	0	6	0	10	0	266	0
PEAK HR	209	0	530	0	223	0	13	0	34	0	21	0	72	0	256	0	32	0	74	0	33	0	66	0	1563	0
PEAK HR VOL	209		530		223		13		34		21		72		256		32		74		33		66		1563	
PEAK HR VPH			58		962				WB		68				NB		360		EB		EB		173			
% CARS	100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%	
% TRUCKS	0.00		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%	
PEAK HR FACTOR	0.76		0.89		0.75		0.65		0.50		0.88		0.90		0.97		0.80		0.64		0.55		0.83		0.87	

Weather Unknown (data provided by Peters & Assoc)

	SB LEFT CARS	SB LEFT TRUCKS	SB THRU CARS	SB THRU TRUCKS	SB RIGHT CARS	SB RIGHT TRUCKS	WB LEFT CARS	WB LEFT TRUCKS	WB THRU CARS	WB THRU TRUCKS	WB RIGHT CARS	WB RIGHT TRUCKS	NB LEFT CARS	NB LEFT TRUCKS	NB THRU CARS	NB THRU TRUCKS	NB RIGHT CARS	NB RIGHT TRUCKS	EB LEFT CARS	EB LEFT TRUCKS	EB THRU CARS	EB THRU TRUCKS	EB RIGHT CARS	EB RIGHT TRUCKS	TOTALS CARS	TOTALS TRUCKS
4:00 PM	27	0	90	0	31	0	11	0	14	0	27	0	16	0	106	0	14	0	42	0	14	0	20	0	412	0
4:15 PM	30	0	107	0	29	0	8	0	16	0	34	0	20	0	116	0	11	0	38	0	17	0	12	0	438	0
4:30 PM	32	0	98	0	31	0	10	0	25	0	33	0	30	0	124	0	6	0	52	0	12	0	19	0	472	0
4:45 PM	28	0	128	0	40	0	11	0	29	0	23	0	27	0	99	0	5	0	65	0	10	0	25	0	490	0
5:00 PM	42	0	137	0	31	0	7	0	36	0	34	0	27	0	119	0	8	0	62	0	15	0	31	0	549	0
5:15 PM	23	0	133	0	42	0	14	0	40	0	21	0	26	0	117	0	3	0	62	0	20	0	33	0	534	0
5:30 PM	18	0	136	0	44	0	10	0	22	0	17	0	21	0	81	0	6	0	36	0	16	0	27	0	434	0
5:45 PM	26	0	147	0	50	0	8	0	42	0	14	0	26	0	75	0	9	0	28	0	17	0	22	0	464	0
PEAK HR	125	0	496	0	144	0	42	0	130	0	111	0	110	0	459	0	22	0	241	0	57	0	108	0	2045	0
PEAK HR VOL	125		496		144		42		130		111		110		459		22		241		57		108		2045	
PEAK HR VPH			58		765				WB		383				NB		591		EB		EB		406			
% CARS	100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%	
% TRUCKS	0.00		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%	
PEAK HR FACTOR	0.74		0.91		0.86		0.75		0.81		0.82		0.92		0.93		0.69		0.93		0.71		0.82		0.93	

**TRAVEL BY UNIVERSITY STUDENTS IN VIRGINIA
IS THIS TRAVEL DIFFERENT FROM TRAVEL BY THE GENERAL
POPULATION?**

Travel by University Students in Virginia

Is This Travel Different from Travel by the General Population?

Asad Khattak, Xin Wang, Sanghoon Son, and Paul Agnello

To improve regional travel demand models, transportation engineers and planners want to represent subpopulations appropriately. A key segment of the population is university students, and their behavior is neither well understood nor well represented in travel demand models. Furthermore, universities provide a unique context for behavioral research because they are livable, are friendly to alternative travel modes, have a higher density than other contexts, and offer mixed travel modes. This study collected and analyzed data on the travel behavior of university students. With the use of an Internet-based survey instrument, the study collected data on travel behavior, sociodemographics, and context variables at four major universities in Virginia. This paper provides information about the design and implementation of the survey, the instrument structure, and a descriptive analysis of students' personal and travel characteristics. The results indicated that the sociodemographics and travel behavior of university students were different from those of the general population. Moreover, differences in travel behavior were found between students living on campus and students living off campus and between students attending urban campuses and those attending suburban campuses. The insights gained from this study serve as a basis for further such surveys and help provide an understanding of travel behavior in and around university campuses.

Analysis and understanding of travel behavior lie at the core of travel demand modeling and forecasting. Whereas the travel behavior of the general population is typically measured through behavioral surveys, certain subgroups can be underrepresented. Specifically, current national survey efforts, such as the 2009 National Household Travel Survey (NHTS), significantly underrepresent college-age students for a host of reasons; for example, they may live in dormitories and have mobile phones instead of landline phones [surveys show that the proportion of such individuals at Old Dominion University (ODU) and Virginia Polytechnic Institute and State University (VT) in Virginia is nearly 60%]. Telephone interview surveys that use random-digit dialing of telephone exchanges associated with landlines in target geographic areas also often miss university student populations. Mobile phone numbers are increasingly not associated with the geographic area of the students' residence, making it difficult to include them in samples. Students living in dormi-

tories and other university housing considered group quarters do not fit nicely within the household categories used in surveys and travel demand models. Moreover, few documented surveys of university students' travel behavior exist. Thus, the travel behavior of university students is not well understood or properly represented, yet university students can constitute a significant portion of a region's population.

Another important reason to survey university students is that universities represent environments that are more livable, are friendly to alternative travel modes, have a higher density than other environments, and offer mixed travel modes. As such, exploration of the travel behavior of students can be instructive and reveal valuable information about associations with the built environment and the extent of differences in travel (e.g., trip generation and mode choices) compared with the general population. To this end, the Virginia Department of Transportation (DOT) conducted Internet-based surveys of university students.

Supplemental NHTS data were collected at the main campuses of four universities in Virginia: VT, the University of Virginia (UVA), Virginia Commonwealth University (VCU), and ODU. The study was conducted to obtain a better understanding of the travel behavior of college-age students, a significant component of travel in many areas. These universities are fairly representative of the major universities in Virginia. UVA and VT are representative of universities located in smaller college towns, and ODU and VCU are representative of universities located in urban areas. The survey instrument was designed to resemble the NHTS, with the telephone-based NHTS successfully being transferred to an Internet-based survey. Statistical analyses of the data were conducted and revealed important aspects of students' travel behavior in urban and suburban contexts.

The objectives of this paper are to document the survey efforts at Virginia universities and to explore the travel behavior of university students by comparison with the travel behavior of the general population. On the basis of the results of statistical analysis of the socioeconomic, demographic, and travel characteristics of university students, the fundamental research question to be answered is whether the travel behavior of university students is different from that of the general population, and, if so, to what extent is it different? To this end, the trip generation (trip rates and purposes), modal choices, and departure time decisions of university students were comprehensively analyzed and compared with statistics for the general population of Virginia.

RELEVANT LITERATURE

Student travel is rarely investigated in national surveys, including NHTS, and only a few documented surveys focusing on the travel behavior of university students exist in the reviewed literature.

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Transportation Research Record: Journal of the Transportation Research Board, No. 2255, Transportation Research Board of the National Academies, Washington, D.C., 2011, pp. 137–145.
DOI: 10.3141/2255-15

National Household Travel Survey

To understand traveler behavior, NHTS was developed on the basis of the Nationwide Personal Transportation Survey, conducted in 1969, 1977, 1983, 1990, and 1995, and the American Travel Survey, conducted in 1977 and 1995 (1). The U.S. Department of Transportation conducted the latest NHTS in 2008 and 2009. The main purpose of NHTS is to provide information for the analysis of policy issues, setting of funding priorities, monitoring of trends in travel behavior, and calibration of travel demand models (2). The survey collects information on the demographic characteristics of households and individuals, vehicles owned, daily and longer-distance travel for all purposes by all modes (in detail), telecommuting, Internet use, and perceptions of the transportation system (2, 3). NHTS 2001 shows that, on average, each household had 1.8 drivers and owned 1.9 personal vehicles, whereas 8% of households in the nation did not have a vehicle available.

Trips produced by household members are a key part of travel demand models. U.S. residents made an average of four trips per day in 2001. A comparative analysis of NHTS 2001 and NHTS 2009 data shows that the overall trip rate was lower in 2009 than in 2001 (4), which can be attributed to factors that include an economic recession, higher unemployment levels, and higher gasoline prices. NHTS 2001 shows that 87% of daily trips were taken by personal vehicle (38% were trips in a personal vehicle with a single occupant, whereas 49% were trips in a personal vehicle with others), followed by walking (8.6%), and public transit (1.5%) (5).

Nonresponse in Student Surveys

Nonresponse has been identified to be a serious concern in all household surveys (3, 6). The literature provides further information about general participation in surveys by university students (7). For instance, students at a selected liberal arts college were given four different surveys throughout an academic year (7). Female students and students with high grade point averages were found to be more likely to take part in surveys, whereas students receiving financial aid were less likely to do so. Furthermore, socially engaged university students were more likely than their less engaged peers to take part in surveys. Students with investigative personalities were more likely than students with enterprising personalities to respond to the survey.

In another study, institutions participating in the National Survey of Student Engagement drew a random sample of students that included 306,962 students from 437 schools (8). Whether the survey was administered via the web or paper affected the response rate: in the Internet survey, females were more likely to respond and the response rates for urban schools were 10% lower than those for rural schools; and in the paper survey, private colleges had a higher response rate than public colleges. Universities that were urban and that had a high density and campuses with large part-time student populations were advised to administer surveys via paper, partly because of the lower response rates.

University Travel Behavior Survey

Only a few surveys of the travel behavior of university students could be found in the peer-reviewed literature (9–13). Rodríguez and Joo have used data from a University of North Carolina–Chapel Hill student and staff commuter survey to illustrate relationships

between mode choice and spatial characteristics while accounting for time and costs (9). FTA sponsored research on transit systems in colleges and provided a good picture of transit use practices at selected major universities (10). Gallarza and Saura implemented a survey of Spanish university students to study their travel preferences during vacation breaks from a tourism perspective (11). Kamruzzaman et al. used the trip diary method to investigate 2 days of out-of-home travel and activities by college students (12). They found that students visited 3.59 unique locations and that female students visited more unique locations than male students. However, these studies do not explicitly provide detailed information about daily trip rates, destinations, modes, and departure times.

A 2001 North Carolina state university student activity–travel survey reported 843 students in its sample (13). Students were asked to complete a travel diary for 1 school day. The results showed that undergraduate students and on-campus residents were engaged in more activities than graduate students and students living off campus. Graduate students made five trips per day, whereas undergraduate student made more than six trips per day. The student trip rates were significantly higher than the regional average of 4.06 trips per day recorded in the Triangle Regional Model household travel survey (North Carolina Department of Transportation, 1999). For mode split, about 60% of on-campus trips were made by walking and 30% were made by automobile. Nearly 45% of the trips were related to university activities, including school or class, study or research, and work or volunteer activities. Besides these activities, trips for meals and social and recreational activities had high frequencies.

The gaps apparent in the literature include a scarcity of behavioral surveys of university students and limited knowledge about the travel behavior of university students. By documenting the results of this student survey, similar surveys in other regions can benefit from the insights that have been obtained.

DESCRIPTION OF SURVEY AND BEHAVIORAL DATA

Survey Data

NHTS data were collected from four universities in Virginia, including two universities in urban areas and two universities in suburban areas. The survey was conducted by major survey research centers at each of the four universities. After the data were checked for errors, cleaned, and cleared, each university had more than 600 students in the sample. Note that the final sample sizes are somewhat smaller than the total number of students who responded, because a portion of the students did not report all their trips and the data for those students were removed from the sample. The sociodemographics of the samples were compared with those of the university student population and were found to be quite representative. Specifically, values of demographic variables for the sample were generally within 5% to 10% of those of the variables for the university student population, with a moderate overrepresentation of female students (especially in the VCU and VT samples) and graduate students (especially in the VCU and VT samples). Consideration was given to correction of the data for overrepresentation by the use of sample weights. However, the use of sample weights creates a host of other issues, which could not be dealt with within the scope of the current study. Therefore, the samples were used directly in this study (without addition of sample weights). Note that the latest version of the 2009 NHTS Virginia add-

on was used to compare the travel behavior of the general population with that of university students.

Survey Instructions

Undergraduate and graduate students were selected as the target population of the survey. For each university, about 5,000 students were randomly selected through a series of contact methods. About 1,000 students from each university responded, representing an overall response rate of roughly 20%. The surveys gathered information on the sociodemographics and travel characteristics of the students. Given the length of the survey and the need to keep track of travel details, students who completed the survey were entered into random drawings for incentives.

To be consistent with the NHTS instrument, the survey had eight sections that included questions on personal characteristics, vehicle ownership, university commute, attitude toward walking and bicycling, work and parking information, transit use, traveler information, and Internet use as well as a trip diary. However, the traditional NHTS cannot efficiently capture the trip movements of university students, as significant segments of the NHTS questionnaire are centered on trips to and from work and trips to and from schools for children in from kindergarten to Grade 12, but such trips did not fit the situation for college students (14). NHTS also uses the household as the basic unit sampled, and so the basic unit sampled needed to be modified for university students.

Therefore, the student survey was redesigned and numerous changes and adjustments were made to ensure that the survey was applicable to individuals in a university setting (14). An important change was the trip diary, which was transformed into an online diary that visually appeared similar to a standard paper diary. Changes to questions were also made, including questions over issues related to trip purposes, common travel modes, and the unit of analysis (individual instead of household). The survey was transferred from a telephone interview format to a format for use as an online tool. An Internet-based survey methodology is a more feasible, appropriate, and efficient means of collecting travel information from university students.

RESULTS

Individual Characteristics of Students

The personal characteristics for the sample and overall student populations of the four universities are shown in Table 1.

Statistics show that most students live off campus, live with family or roommates, are younger and unmarried, have relatively lower incomes, have a driver's license, and have a vehicle available. Furthermore, UVA and VT have more younger and unmarried students, whereas ODU and VCU have more part-time students and students with higher incomes, as expected. Notably, the percentage of undergraduate students in the sample is relatively lower than the percentage of undergraduates in the actual populations of all four universities, which may be due to the relatively lower response rate of undergraduate students. Meanwhile, the percentage of female respondents in the sample is relatively higher than the actual percentage in the student populations of three universities, which may indicate that female students are more likely to respond to the surveys, consistent with the findings of previous studies (7, 8). Consideration is being given to use of a correction for overrepresentation by using sample weights, but sample weights were not used in the present study.

Among the four universities, UVA has a relatively lower percentage of students who work for profit, whereas more than one-half of the students at the other three universities work for profit.

More than one-half of the responding students live off campus. Most of the students do not live alone. The proportions of students living alone are only 6% for ODU and less than 20% for the other three universities. Owing to their urban locations, ODU and VCU have relatively higher percentages of students living with family members. As expected, university students in urban areas are more likely to have a job and live with family members, which is similar to the situation for more traditional households in the general population, whereas most students in suburban campuses live with roommates, which is different from the situation for traditional households in the general population.

About 95% of university students report that they have a driver's license. The automobile ownership or access rate is also relatively high. In ODU and VCU, more than 90% of students who have a

TABLE 1 Comparison of Sociodemographic Characteristics of University Students

Characteristic	ODU	VCU	UVA	VT
Sample size (<i>N</i>)	708	652	780	644
Living off campus (%)	79 (79)	88 (—)	66 (57)	74 (79)
Living alone (%)	6	16	15	14
Living with roommate (%)	41	41	68	71
Living with family member (%)	53	43	17	15
Undergraduate (%)	75 (82)	52 (79)	58 (69)	59 (83)
Mean age (year)	25.3 (26.3)	25.9 (25.4)	23 (—)	23.5 (—)
Male (%)	38 (38)	32 (40)	37 (47)	46 (57)
Married (%)	24 (—)	22 (—)	14 (—)	13 (—)
Full-time student (%)	80.3 (76.8)	82.7 (—)	95.5 (—)	95.5 (96.1)
Works for profit (%)	58 (—)	59 (—)	35 (—)	50 (—)
Has driver's license (%)	94 (—)	95 (—)	93 (—)	95 (—)
Average number of vehicles (%)	2.03 (—)	1.75 (—)	1.33 (—)	1.65 (—)
Income (% of students making <\$10,000/year)	53 (—)	55 (—)	66 (—)	61 (—)

NOTE: Numbers in parentheses represent value for actual student population; (—) = not available.

TABLE 2 Personal Characteristics by University Student Category

Variable	Living on Campus				Living off Campus			
	ODU	VCU	UVA	VT	ODU	VCU	UVA	VT
Age (years)	19.7	19.5	19.6	19.1	26.8	26.8	24.9	25.0
Male (%)	37	32	35	51	38	32	39	45
Undergraduate (%)	98	94	92	96	69	46	41	46
Married (%)	0	1	5	0	31	25	18	17
Full-time student (%)	98	100	98	99	76	80	94	94
Works for profit (%)	27	30	15	17	67	63	46	62
Average number of vehicles	1.18	0.73	0.55	0.99	2.25	1.89	1.74	1.87

driver's license have a car available for use. The proportions for VT and UVA are lower (84% for VT, 72% for UVA). This difference might be associated with factors such as urban location, relatively higher income levels, and worker status.

Students living on campus have different personal characteristics from students living off campus (Table 2). Students living on campus tend to be younger and unmarried. Students living off campus own more vehicles and are more likely to be working. No significant difference between students living on campus and students living off campus is found by gender. Almost all students living on campus are full-time students. Few graduate students (less than 10%) live on campus. Owing to substantial differences in personal characteristics between students living on campus and students living off campus, it is possible that their travel behaviors will also be different.

Student Travel Characteristics

The survey captures various aspects of daily travel on campus and off campus during 24 h of the day.

Trip Rates

To capture the travel behavior of students fully, a trip was defined as movement from one address to another, as long as it was more than 300 ft. Therefore, trips between on-campus buildings were counted as separate trips, as some of these can be relatively long trips; for example, students may need to take a shuttle between campus buildings, given that the campuses of the four universities

surveyed are relatively large. These definitions are consistent with those for NHTS, when it is considered that in NHTS and regional travel behavior surveys, walking trips do not necessarily take place on publicly maintained roadways but are captured in the measurement.

Table 3 shows that the average daily trip frequency is between 4.4 and 4.9, which is higher than that for the general population. Analysis of the 2009 NHTS Virginia add-on shows that the daily average number of trips is 3.69 per person. A *t*-test shows that the university students make a significantly higher (more than 20%) number of trips than the general population. When mode splits are considered, the average number of trips that students make by auto is lower than that for the general population, even for students from urban campuses. Notably, students make more walking and bicycling trips. Because of regional differences, transit trips for different universities could not be compared directly with those for the general population from the Virginia NHTS.

Fewer trips are taken on weekends than on weekdays. More specifically, the student trip rate on weekdays is significantly higher than that for the general population of Virginia, but the difference is not large on weekends. The trip rates of the students in this study are also relatively lower than those reported in a previous study (13), which was done in 2001. Some level of trip underreporting may be occurring in these student surveys, partly because of the survey burden.

Figure 1 shows the average number of trips by student group and residential status. Among all four universities, students living on campus make more trips than students living off campus students, and undergraduate students make more trips than graduate students. This finding is consistent with the findings of other studies of university students (13) and indicates that students living on campus

TABLE 3 Comparison of Personal Trip Rates of Students

University	N	Mean	Min.	Max.	SD	Auto Trips	Walking or Bicycling	Transit Trips	Weekday Average	Weekend Average
ODU	708	4.59	0	15	2.85	2.75	1.78	0.03	5.00	3.46
VCU	652	4.85	0	15	2.72	2.71	1.93	0.19	5.09	3.84
UVA	780	4.87	0	15	3.00	1.45	3.17	0.21	5.16	3.49
VT	644	4.41	0	14	2.67	1.83	2.30	0.26	4.74	3.38
NHTS Virginia add-on	31,592	3.69	0	24		3.10	0.37	0.14	3.75	3.54

NOTE: Appropriate weights were applied when statistics for the NHTS Virginia add-on data were calculated. Min. = minimum; max. = maximum; SD = standard deviation.

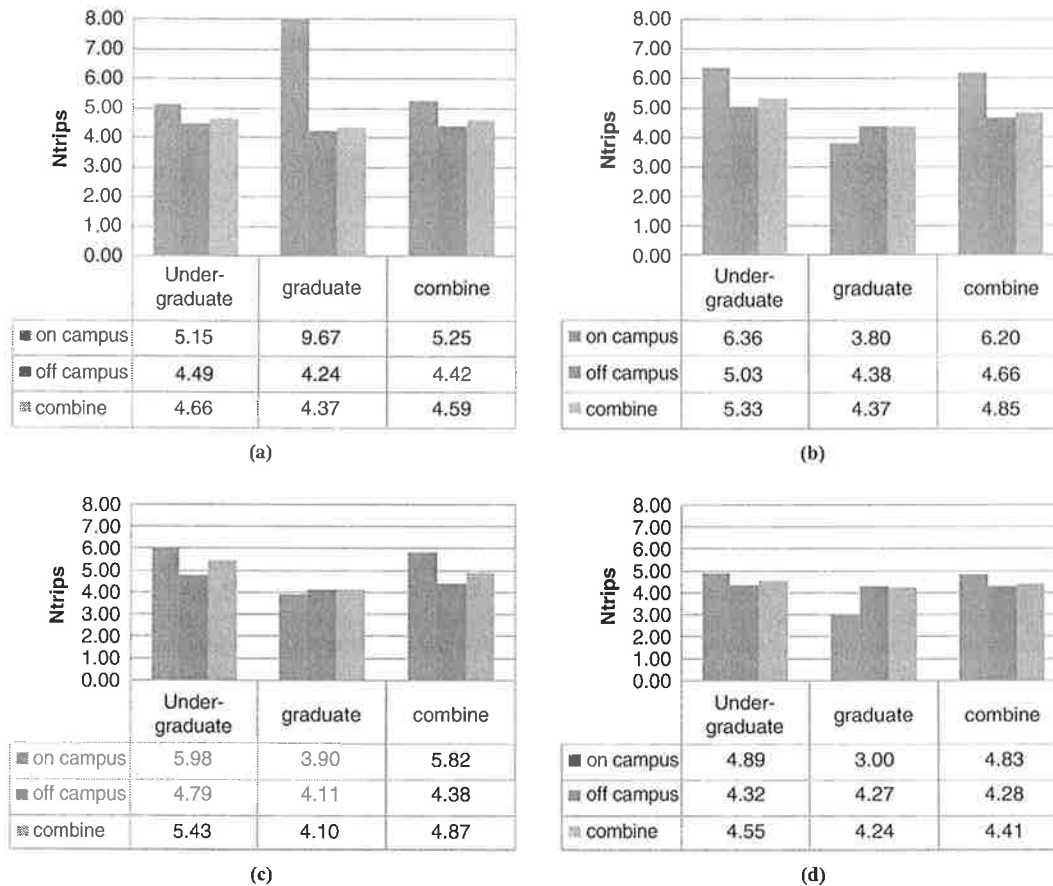


FIGURE 1 Trip rates by living status (on or off campus) and student status (graduate or undergraduate): (a) ODU, (b) VCU, (c) UVA, and (d) VT (sample size for graduate students at ODU living on campus was too small and not representative for comparison with other groups; Ntrips = number of trips).

tend to be more active and participate in more activities, owing to their ages and lifestyles. Campuses also typically provide students with greater accessibility to various types of activities that include education, recreation, dining, and shopping; and therefore, students living on campus tend to make more trips than students living off campus. The overall reported trip rates seem to be lower than expectations and the rates in the literature (1), perhaps because of a host of factors that include the relatively high survey burden; transfer of the NHTS method conducted over the telephone to the one-shot survey conducted online, as a result of which the interviewers could not confirm the respondents' answers; and students being a young and busy segment of the population.

Travel Mode Characteristics

Figure 2 shows the mode split for students. Students use alternative modes much more frequently than the general population. Although similar percentages of students at the four universities have a driver's license, students at the two urban campuses (ODU and VCU) have higher numbers of drive-alone trips: more than 40% of trips in these two urban campuses were in a vehicle with a single occupant (drive alone). The percentages for shared rides are similar

among all universities (between 11% and 16%). Walking accounts for a large proportion of the cases of modal split. The percentage of students who walk is the highest at UVA, where more than one-half of the trips are by walking; this can be for a host of reasons that include student parking restrictions, campus walkability, and the accessibility and proximity of campus buildings. UVA, VT, and VCU have higher percentages of bus trips. More school shuttles or buses and regional transit services are available at those universities. Mode shares vary among the four universities, which may be the result of several factors that include personal preference, the working situations of the students, the campus built environment, cost and time, availability and accessibility of public transit, and climate.

University students have different mode choices than the general population of Virginia. Specifically, on the basis of the Virginia NHTS add-on survey, a majority of daily trips occurred in personal vehicles: 41% of all trips were made by driving alone. This percentage is similar at the two urban universities. However, it is much lower at the two suburban universities. The percentage of the general population who share rides (43%) is substantially higher than that for university students. The shares of other modes for the general population are quite low: 4% for public transit, 10% for walking, and less than 1% for bicycling.

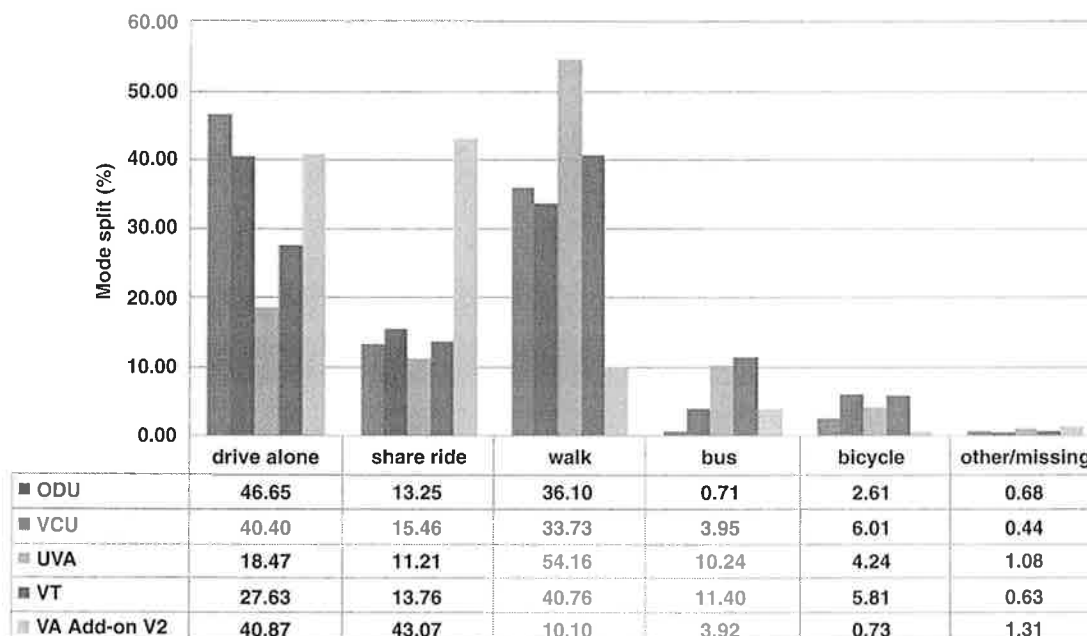


FIGURE 2 Mode split of university students and Virginia's general population (V2 = Version 2; appropriate weights were applied when statistics for Virginia NHTS add-on data were calculated).

Table 4 shows the differences between students living on campus and those living off campus by mode choice. Students living off campus are more likely to drive, as expected. The proportion of drive-alone trips is less than 10% for students living on campus, whereas it ranges from 28% to 58% for students living off campus.

Students living on campus make more walking trips. The percentages of bus and bicycle trips for students living on campus and for students living off campus differ among the universities. Walking accounts for a large portion of trip modes even for students living off campus, especially for UVA students living off campus. An exploration of whether a relationship exists between higher numbers of walking trips and the built environment would be interesting.

ODU and VT students living off campus make a higher percentage of transit trips than students living on campus, whereas the situation is the opposite for VCU and UVA, where students living on campus make a higher percentage of transit trips. This is partly due to variations in the availability and quality of transit service. For bicycle trips, ODU and UVA students living on campus make a

higher percentage of bicycle trips than students living off campus, whereas VCU and VT students living on campus make a lower percentage of bicycle trips than students living off campus. The differences in mode choices between students living on campus and students living off campus are more pronounced for urban campuses.

Travel Purposes

Figure 3 presents student travel classified by different purposes. A large portion of daily trips are taken between home and university. These account for 20% to 30% of all trips. The proportion of commute trips between the home and the workplace ranges from 3% to 9%. In the 2009 NHTS Virginia add-on sample, the commute trips between home and workplace accounted for about 12% of all trips. University students have smaller percentages of home-based shopping trips and home-based social or recreational trips than the general population. The number is about 10% for students, whereas it

TABLE 4 Trip Modes by Residential Status of Students

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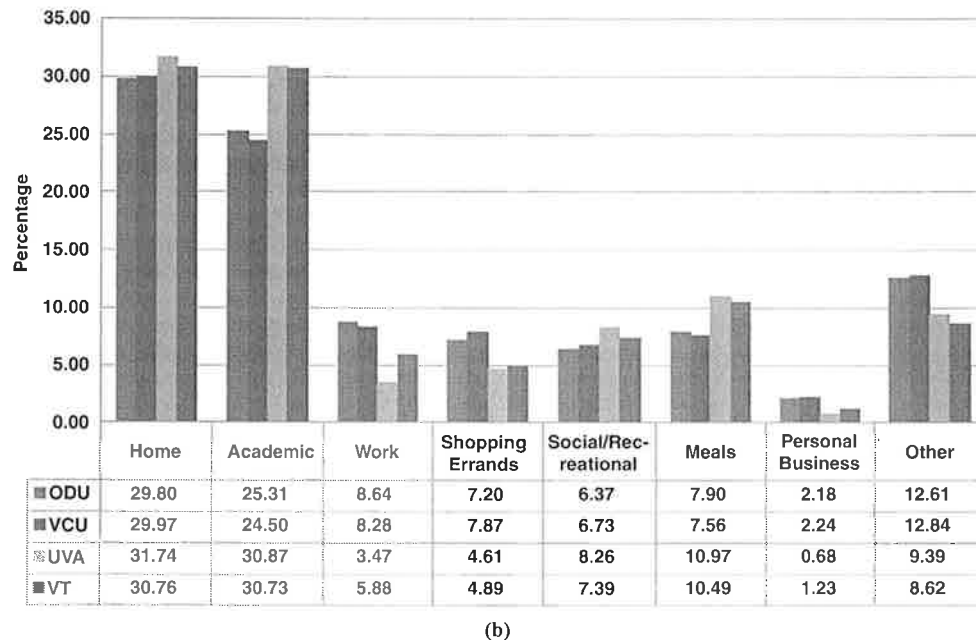
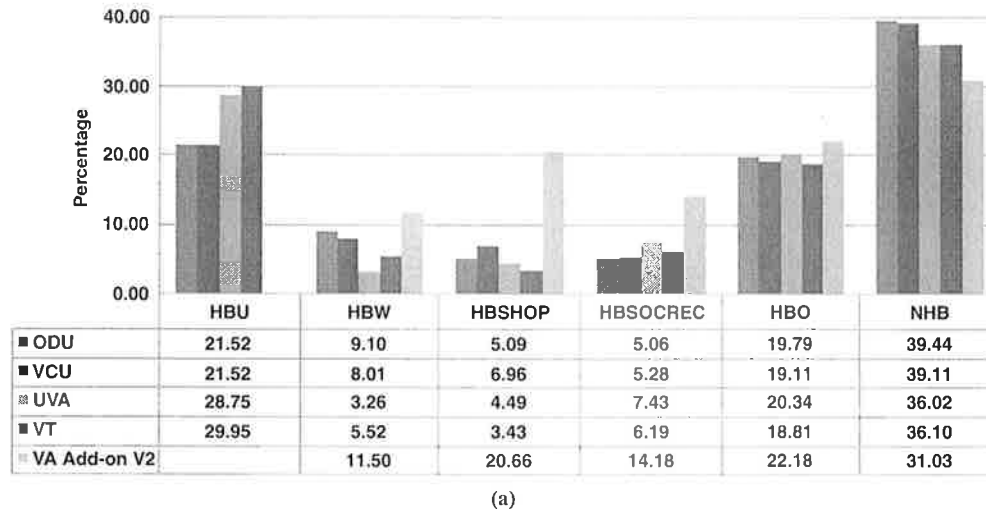


FIGURE 3 Student trip purpose: (a) proportion of student trips by type and (b) proportion of student trips by purpose.

is 21% for the sample of the Virginia population. About one-third of the trips are non-home based, and this proportion is similar for both university students and the general population. Detailed statistics for trips by trip purpose show that the purpose making up the largest portion (about 30%) of trips is to go home, which is similar for all four universities. Furthermore, UVA and VT have higher percentages (about 30%) of trips for academic purposes and meals (about 10%). ODU and VCU have higher levels of trips to work (about 8%) and social and personal trips, including trips for shopping, recreation, and personal business.

Table 5 shows the differences between students living on campus and students living off campus by trip purpose. Students living on campus have higher percentages of home-based university trips and home-based other trips, whereas students living off campus show higher

percentages of home-based work trips and home-based shopping trips. Finally, trip rates by purpose can be obtained by using appropriate trip rates multiplied by the appropriate trip purpose percentages.

Temporal Distribution of Trips

Daily trips are spread unevenly by time of day (Figure 4). For the general population, the Virginia add-on survey indicates that no strong peaks exist during the morning and evening commute periods. Trips are quite evenly distributed (about 8%) between noon and 6:00 p.m. However, student trips show a clear peak during noon time for all four universities, and more trips are taken after 6:00 p.m. This reflects the different lifestyles of university students; that is,

TABLE 5 Trip Purpose by Residential Status of Students

Trip Purpose	Living on Campus				Living off Campus			
	ODU (%)	VCU (%)	UVA (%)	VT (%)	ODU (%)	VCU (%)	UVA (%)	VT (%)
HBU	30.8	25.5	29.1	34.2	18.3	20.7	28.2	28.1
HBW	2.6	1.8	.7	1.9	11.1	9.1	4.8	6.9
HBO	23.3	23.4	22.3	25.9	18.2	16.9	17.0	15.7
NHB	32.1	42.8	38.3	28.9	41.2	38.4	33.8	38.7
HBSHOP	4.0	1.2	1.9	2.6	5.4	8.0	5.6	3.7
HBSOCREC	5.7	5.1	6.4	5.6	4.8	5.3	8.1	6.4
Other or missing	1.4	.2	1.2	.9	1.1	1.5	2.5	.5
Total	100	100	100	100	100	100	100	100

NOTE: HBU = home-based university; HBW = home-based work; HBO = home-based other; NHB = non-home based; HBSHOP = home-based shopping; HBSOCREC = home-based social and recreational.

they participate in more activities during midday and evening (e.g., visit bars) than the sample of the general population.

Limitations

The study is limited by the use of cross-sectional data from universities in a single state. Although the universities selected are somewhat representative of large state institutions in states in the United States and cover both urban and suburban contexts, Virginia is unique in some ways, especially its history of development, including a colonial past. However, a varied geography, a diversified economy, an extensive transportation system, and the existence of several state-supported universities make Virginia relatively representative of states of moderate size.

The authors recognize that such surveys can have nonresponse and noncoverage biases and trip underreporting, when the survey burden is considered (on average, it took 40 min to complete the survey). Inherent uncertainty in the sample also exists, and the authors recognize this. Although the data analyzed in the paper cannot fully explore and reveal all issues related to student travel and the forces at work, the findings are insightful for the characterization of student travel. For example, the data give a sense of how mode choices can vary in more livable university environments (e.g., nearly 55% of student trips at UVA were by walking), even in cities with cultures of travel oriented toward the private automobile.

SUMMARY AND CONCLUSIONS

This study contributes by comprehensively exploring the travel behavior of university students and providing a detailed quantitative analysis of their travel patterns, which to date have been weakly

covered in the research literature. Owing to the physical environment of universities, which typically have higher densities than other environments, offer mixed travel modes, and are friendly to alternative travel modes, college students may act differently when they travel, and this study seeks to understand the differences between students and the general population. An Internet survey was used to collect behavioral data for students at four universities in Virginia, including two urban and two suburban campuses. The survey results suggest that an Internet-based survey methodology is a feasible, appropriate, and efficient means of collecting travel information from university students.

The travel behavior and sociodemographics of university students are different from those of the general population. As a younger and busier population group with relatively low incomes, university students make more daily trips, especially on weekdays, whereas their trip rate on weekends is only slightly higher than that of the general population. For trip modes, although driving is still the dominant transportation mode on two urban campuses, students make substantially more nonmotorized trips than a sample of the general population in Virginia. The main reasons for travel by students are going to university or work, home, academic activities, meals, shopping, and social or recreational activities. Students participate in fewer shopping and social or recreational activities than a sample of the general population. The temporal distribution of trips by students is also different from that of trips by the general population. Although no substantial peak times for trips were observed, the highest percentage of student trips was at noon. Students also made more trips in the evening than the general population. Overall, students travel more frequently, heavily use alternative modes, undertake more trips for university or work purposes, and predominantly travel during off-peak periods.

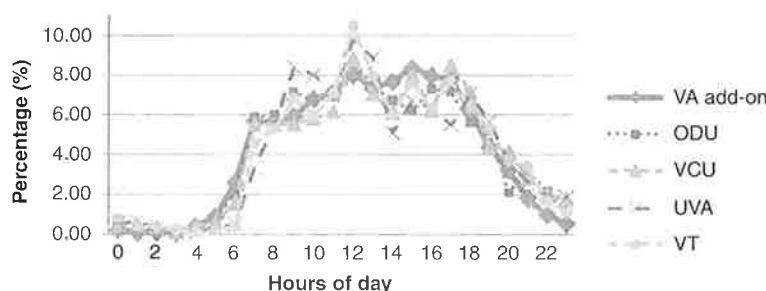


FIGURE 4 Temporal distribution of student daily trips.

Students living on campus and students living off campus show distinct differences according to their personal characteristics and travel behavior. Students living on campus are often younger, unmarried, and full-time, and most of them are undergraduate students, as expected. Compared with students living off campus, students living on campus have a higher daily trip rate, different mode choices, and different trip purposes. They tend to drive less and walk more. Students living on campus also make more home-based university trips and home-based other trips than students living off campus, but they make fewer home-based shopping trips.

The study develops a deeper understanding of variations across urban and suburban campuses. It has found notable differences in personal characteristics and travel behaviors across the four universities. These differences may be due to the regional contexts (urban or suburban) as well as differences in the social and built environments of the universities. Students from ODU and VCU have more in common when their travel behavior is compared with that of students from VT and UVA, although their trip rates are similar; specifically, students from ODU and VCU drive more, walk less, and make more trips for purposes other than academic activities. Because they are on urban campuses, students have a fairly complex travel environment and have more feasible alternatives for participation in activities.

As mentioned previously, university students are a special subgroup and have travel behavior different from that of the general population. However, they are underrepresented in NHTS and other regional surveys, and they have received little attention in the literature. This study has attempted to fill the gap. Universities are large trip generators. Although a majority of student trips occur on campus and students are more likely to use alternative travel modes, university students affect regional traffic because of their diverse travel patterns. More attention needs to be given to trips by university students, and work needs to be done to capture the impacts of these trips and properly incorporate trips by university students into regional travel demand models. Promising approaches include microsimulation of the student population by the use of different trip rates and purposes for students in travel demand models, temporal models of trips by students, and segmentation of mode choice models by students and nonstudents. These data also have ancillary uses. For example, they may be used to (a) explore the use of time and participation in activities by students; (b) analyze spatially student travel in the high-density university environment, which offers mixed travel modes and is friendly to alternative travel modes; and (c) evaluate the role of new travel information technologies in student travel.

Overall, the results of this study of student travel at four public universities in Virginia provides a rich resource to help provide an understanding of the travel behavior of university students and design practical transportation strategies, for example, improve traffic flow around campuses by providing more incentives to using alternative modes. The behavioral data will be used as a basis to develop university-based trip purposes for travel demand models and to assist with other transportation planning efforts.

ACKNOWLEDGMENTS

Ju-Yin Chen ably managed the project. The authors have benefited greatly from discussions with the following individuals: Nelson Newton and Jaesup Lee of the Virginia DOT, Jeremy Raw (formerly

of the Virginia DOT), Thomas Guterbock, Deborah Rexrode, and Jim Ellis of UVA, Antoine Hobeika and Susan Willis-Walton of VT, Jimmy Chen of VCU, Tancy Vandecar-Burdin and Wendi Wilson-John of ODU, and Ken Kaltenbach of the Corradino Group. Special thanks are extended to the following for help with instrument development, data collection, and survey data sharing: the Transportation Research Institute and Social Science Research Center at ODU, the Center for Survey Research at UVA, the Survey and Evaluation Research Laboratory of VCA, and the Center for Survey Research at VT.

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The views expressed in this paper are those of the authors, who are responsible for the facts and the accuracy of the data.

The Transportation Planning Applications Committee peer-reviewed this paper.

PUBLIC COMMENT

From: Julia Kennefick <kennefick@mac.com>
To: <Jfulcher@ci.fayetteville.ar.us>
Date: 3/25/2012 3:28 PM
Subject: Housing project at Hall and Cleveland

Dear Mr. Fulcher,

I am a resident of Fayetteville. I live on Sunset Drive, just north of Cleveland. I understand that there is currently proposed a development of 5 stories with 446 parking spaces at Hall and Cleveland. While in principle I see no problem with developing that site for student housing as it is now used, I do have a problem with such a large development going in that spot. My main concern is that it just does not fit with the character of that street or surrounding neighborhoods, as it is mainly single family residences in the area. I can see perhaps a development of 2-3 stories, but 5 stories seems way out of scale.

I have three children, two of whom have completed their schooling at Leverett and one that will start attending there in a few years. They have all walked to and from school, crossing that intersection at Hall and Cleveland. That area is already pretty busy with traffic, with the University parking lots across the street plus the school traffic in the morning and afternoon. If you do allow a development there, I highly suggest you make sure that there is ample pedestrian cross walk protection, perhaps even lights. I am all for infill and development of the area, but I encourage you to make sure our children remain safe as they travel through the area on foot.

Thank you for your time,

Julia Kennefick

920 N Sunset Dr.
Fayetteville, AR 72701
(479) 439-0199

From: Linda Eichmann <leichmann@msn.com>
To: <jfulcher@ci.fayetteville.ar.us>
CC: <rhonda@adamsward4.com>, <ward4_pos2@ci.fayetteville.ar.us>
Date: 3/25/2012 3:41 PM
Subject: Cleveland and Hall Streets

Dear Mr. Fulcher,

My name is Linda Eichmann and my husband Raymond and I live at 629 N. Oliver, just a few blocks from the proposed student housing development at the corner of Cleveland/Hall. I am familiar with the proposed development because I walk past it several times a week in order to pick up a grandchild who attends Leverett Elementary School. As you are aware, Leverett is located directly across the street from the proposed development and people in our neighborhood with children or grandchildren at Leverett walk past this site daily.

As I understand the proposed project, the development seeks to replace 4 single family houses (zoned RSF-4) and a small apartment complex with a 5-story, 220 unit building with a 5-level parking deck large enough to hold 446 parking spaces. The total size of the proposed site is 2.7 acres.

We oppose this project and request that the planning staff withhold its recommendation for approval based on a number of reasons, including:

- 1) The sheer size and density of the project on a small footprint of land - a 5 story, 220 unit student housing complex located on 2.7 acres,
- 2) The location of the project directly across from Leverett Elementary School,
- 3) The location of the project within the University Heights Neighborhood Association and the inappropriate transition on Cleveland and Hall with a 220 unit student housing development and single family residences,
- 4) The removal of 4 single family residences from our neighborhood and the radical change of zoning density for these zoned houses from 4 units per acre to approximately 81 units per acre,
- 5) The increased traffic onto Cleveland and Hall Avenue,
- 6) The proposed entrance of the parking deck being directly across the street from the entrance to the Leverett playground,

The size of the development, the relatively small size of the site, and the location of this proposal speak for themselves, but I would like to emphasize that the project will effectively remove current family housing from Leverett Elementary and will increase an already congested and dangerous traffic conditions on Hall and Cleveland. Every year there are a number of families with children at Leverett who live in the existing apartment complex. The proposed development resembles a student dorm and is not a place where families will reside.

The development will also increase the traffic onto Cleveland and Hall. As a member of the UHNA, I know that our neighborhood requested the city to perform a traffic study on Cleveland several years ago. This study confirmed our complaints that this relatively small and steep road had an excessive number of vehicles travelling on it at excessive speeds. We were informed by the city that Cleveland was certainly a candidate for traffic calming. This project will increase the traffic along Cleveland, which is already treacherous to cross- especially during the times that the University is in session. Furthermore, Hall has Leverett Elementary at one end and a steep T-intersection with Wedington at the other end. With children, families and students crossing Hall and Cleveland several times a day, this project will add to an already dangerous situation.

Finally, as an active member of UHNA, please note that we have objections to another situation where the single family residence character of our neighborhood is being chipped away by inappropriate uses and developments. Removing single family zoned houses and family apartments for a very large, very dense student housing complex (in reality, a dormitory) is an inappropriate use in our single family

neighborhood.

I thank you for your consideration of our objections. I ask that our email be placed in the record of this PZD application so the members of the planning Commission and the City Council can be aware of our objections.

Sincerely,

Linda and Raymond Eichmann
629 N. Oliver Avenue

From: Stephenie Foster <stephenief@gmail.com>
To: <jfulcher@ci.fayetteville.ar.us>
Date: 3/26/2012 10:19 AM
Subject: Cleveland/Hall St. development concerns

Hi Jesse,

I live on Sunset Dr. and have had children attending Leverett Elementary for the last eleven years. I would like to express my concerns regarding the proposed development for the apartments at the corner of Cleveland and Hall Streets.

First, I am concerned about the size of the project. Traffic is fairly heavy in that area already with the current apartments, elementary school, and university parking. This new development proposes to increase habitation on that corner by over 350%. The current road configuration cannot support that kind of an increase in traffic. Dangers already abound for pedestrians (many of them being small children) along the Cleveland sidewalk, and this project would multiply those dangers threefold. I have almost been struck by cars twice while crossing in the crosswalk this year. Additionally, the plans show the removal of practically all of the mature trees, and placement of the new structure very close (within 2 or 3 feet) to the sidewalk. The plans show a wider sidewalk (8') with tree planters (3'x5') placed along the road side of the sidewalk. This is probably to accommodate the smokers who come over from the University property to smoke. The traffic (vehicular and pedestrian) that would result from a development this size is not supported by the current roadway infrastructure. I hope you will consider all the concerns of the neighbors and school parents as you review this project.

Thank you,
Stephenie Foster
stephenief@gmail.com
479-236-4975

From: "Gail L. Halleck" <ghalleck@uark.edu>
To: "Jfulcher@ci.fayetteville.ar.us" <Jfulcher@ci.fayetteville.ar.us>
Date: 3/26/2012 12:53 PM
Subject: proposed project for corner of Cleveland and Hall streets

Good afternoon Mr. Fulcher,

I was made aware of the details of the proposed large housing development across from Leverett Elementary on the corner of Hall and Cleveland streets. I have many concerns. As a parent who fought tirelessly years ago during a school district rezoning process that considered closing Leverett Elementary, I have a strong fondness for and interest in preserving this school. I had a child there then and also do now. I strongly believe in the need for this historic, wonderful school in this very location. Leverett over the past 100+ years has enjoyed many of the benefits of being in close proximity to the University. It is my hope that anyone who builds in the vicinity of this school takes a critical look at what environment can and should coexist with the 4-11 year olds that also inhabit this space as well as preserving the character of the surrounding neighborhood.

The scale of the proposed project seems too large for the 2.7 acre lot. To be adjacent to a school and add that much traffic would be like pouring several hundred more gallons of water into a bucket that is already full. There are enough traffic issues on Cleveland and Hall streets without adding a 220-unit, 5-story development with 446 more parking spaces. And so it also seems to be a question of infrastructure in this regard.

I beg you as the city planner assigned to this project to help the developers reconsider the scope and size of this project. And also to encourage them to meet with concerned parents and neighbors or maybe with just a few appointed representatives from the university, Leverett and the neighborhood association to brainstorm what might be done with that land to better serve the community at large, not just one particular segment of the community. There are so many creative parents and neighbors surrounding Leverett, some of whom are architects and involved in city planning, thus mitigating the frustrations of dealing with ignorance of issues pertaining to such a project. I can't help but think that amazing things would come out of such meetings and that development could go forward with the full support of the neighbors and the community.

I thank you for your time reading and considering this,

Respectfully yours,
Gail Halleck

From: rharriso <rharriso@uark.edu>
To: <jfulcher@ci.fayetteville.ar.us>
Date: 3/26/2012 2:55 PM
Subject: proposed plan for apts. Cleveland and Hall

Dear Mr. Fulcher, I am writing to indicate my objection to the proposed new apartments to be built on Cleveland and Hall. I live at 611 Oliver, the historic Oliver farmhouse for the area. We feel that adding so many cars is a real detriment to an area of relatively quiet single family dwellings and especially since there is an elementary school right on Cleveland where we have been working to achieve traffic calming. new sidewalks are in for students. These just finished. for some time now we have been considering how to slow down the traffic so that children and adults can cross Cleveland safely. A new stop sign has been installed to meet this need. this is perhaps the only residential neighborhood that borders the campus and its need must be considered. Rebecca Newth Harrison

From: Nancy McCartney <nmccartn@hotmail.com>
To: <jfulcher@ci.fayetteville.ar.us>
Date: 3/26/2012 4:09 PM
Subject: Project Cleveland

Dear Mr. Fulcher:

It is with trepidation that I read about the proposed development "Project Cleveland" on the corner of Hall and Cleveland. I have lived in the University Heights neighborhood since 1980 and have seen the traffic escalate tremendously. Every day I drive cautiously past Leverett School on my way out Garland to The Farm trying to negotiate all the terrible traffic at the SE corner of the school at 7:45 am and again about 4:30 pm. I have often thought I should send a drawing of the amazing gyrations that occur there as people try to pick up/deposit kids, cross the street with and against the light, and turn into the Hotz Hall parking lot. I am totally surprised that there hasn't been a very serious accident there with the current level of traffic. My kids used to walk: I don't think I would allow that if I were a parent now (which of course just compounds the traffic). The noise, hazards to kids, pedestrians, motorists plus the litter (already tremendous, especially on game days) is surely going to increase with this proposed development. Ergo, I propose not allowing it. Thank you.

Mr. Jesse Fulcher,

My wife and I live at 668 Gray Ave. We're just west of the proposed development at Cleveland and Hall. After looking at the plans, living in this neighborhood for thirty-one years, raising a family here, having my wife, child and I attend the U of A, employment of my wife and son at the U of A, dealing with the constant migration of students in and out of the U of A, parking for football & basketball, increasing student and Fayetteville population and the autos and motorcycles that follow, having to travel through or around the U of A to go anywhere except west on Cleveland towards I 540, I can say with inarguable confidence, utmost determination and unwavering command of the environment, transportation, and sheer developmental folly that plagues the U of A campus and the surrounding neighborhoods, that this development will destroy the character of a family friendly neighborhood, diminish property values, destroy what little sanity is left now for travel around the area, increase traffic issues exponentially and cost the city and taxpayers millions of dollars to meet the already overburdened infrastructure and increasing crime. Furthermore, given the sheer number of un-rented, unused, vacant, previous abandoned holes in the ground left by very poorly thought-out plans, made by so-called, well-meaning developers and approved by our city leaders, this project looks, sounds, and smells like a large, bankrupt hole in the ground. It is unnecessary, foolish, and fiscally irresponsible. When all falls apart, which it most assuredly will, the city and taxpayers will be left holding the bill. Then, it will all be blamed on the economy. We've got plenty of examples all around the campus and city from which to learn. Do we need yet one more slap across the face to learn this lesson? This is not a project that should be remotely considered as beneficial or even remotely needed. It is and will be a very expensive boondoggle. I'll live with the congregation of nicotine addicts on the brick wall along Cleveland ANY DAY before I'd chose replacing them with this lunacy. We've paid dearly enough for the inflated egos of self-serving developers. Please, say 'no' to this. Please.

Joe Paul

From: Justin Eichmann <rjeichmann@gmail.com>
To: <jfulcher@ci.fayetteville.ar.us>
Date: 3/27/2012 12:30 AM
Subject: Student Housing Development - Cleveland St/Hall Ave.

Jesse, I am writing in regard to the proposed student housing development at the corner of Cleveland St. and Hall Ave across from Leverett Elementary School. I live at 648 N. Gray Ave., just a few blocks from this site and I have a child who attends Leverett and another who will attend Leverett next year. Please have this email placed with the public comment received on this application.

I believe the development has several problems, namely:

1) Inappropriate Transition. This development is an inappropriate transition from the residential neighborhood area and Leverett Elementary to the east, north and west. A 222 unit, 5-6 story development at a 75 foot height is a very large and dense project on such a small piece of property, especially when it transitions to a low-intensity residential neighborhood area such as the Hall and Cleveland area. Contrary to the guiding policies for residential neighborhood areas in the city's 2030 plan, this project does not represent a development scale that maintains compatibility, use and proportionality with the surrounding residential area. In fact, I believe this development could in fact shadow residences and parts of the Leverett playground at different times of day and the year.

2) Traffic. The project would impact Cleveland St. and Hall Ave., both of which are intended for more moderate levels of traffic flow and service. The parking garage entrance and exit is onto Hall Ave, designated as a local street, is not only an intensive use of this street but is also directly across from the Leverett Elementary playground. Hall Ave. is bounded at one end by Leverett Elementary and the other end with a steep T-intersection with Wedington Dr. In between are single family residences. I feel like the impact of hundreds and hundreds of vehicles on this local street is unwise, especially with the recent construction of dormitories and parking decks by the University in the vicinity.

3) Appropriate Infill Location. Across the intersection of Hall Ave. and Wedington Drive is a 6-acre parcel of undeveloped property located behind the Harps Grocery Store that is currently for sale. This property is located just a few thousand feet away and is a much more appropriate location for a project of this size, density and impact as it better transitions with the commercial and multi-family (including student housing) uses in that area. Furthermore, it abuts a principal arterial street better served for the vehicle traffic that this development will attract. I point out this available property only as an illustration that other appropriate infill opportunities exist in this same area. Removing an existing family apartment complex along with 4 single family homes in order to replace them with a project of a density of 80 units per acre is not the only, and I feel not the best, infill opportunity in this immediate area.

I thank you consideration of my opinions and I hope planning staff will not recommend approval of this PZD application.

Thanks,

Justin Eichmann
648 N. Gray Ave.

From: "Burt H. Bluhm" <bbluhm@uark.edu>
To: "jfulcher@ci.fayetteville.ar.us" <jfulcher@ci.fayetteville.ar.us>
Date: 3/27/2012 9:26 PM
Subject: PZD at Cleveland and Hall

Hi Jesse,

My name is Burt Bluhm -- my family lives at 930 N Hall Avenue in Fayetteville. We purchased our house approximately 2 years ago so that I could walk to work (I am a professor at UA) and it seemed like a great neighborhood in which to raise my two little girls. We were drawn to the quiet, peaceful feel of the block, especially considering its proximity to campus and the elementary school. As a homeowner, I have some serious concerns and reservations about the proposed re-zoning of the apartment complex/adjoining properties at the intersection of Cleveland and Hall, approximately a half block from my property. As I understand it, a ~250 unit apartment complex + parking garage is being planned for the site. I think there are some serious questions that need to be carefully considered before a project of this scope should go forward in this particular location. I have tried to condense my concerns down into three major concepts:

1. The (single) proposed outlet for the parking garage is on Hall Ave., directly across from the elementary school playground. This will dramatically change the traffic flow on Hall, and on Cleveland (which is often quite busy at certain times of the day - I can tell you personally, since I cross that intersection on foot at least twice a day). I just don't think Hall is designed to handle this level of traffic, and I cannot believe the developer's project description claiming that no traffic study is required/warranted. It seems to me that a privately owned development project of this type (apartments + parking garage) must be quite rare or currently non-existent in Fayetteville. What do we know about potential impacts on neighborhood traffic? Noise? Crime?

2. For better or worse, and in my opinion probably worse, this project will permanently change the character of the neighborhood. I think we need to question as a community whether an apartment complex that is so urban in nature that it requires a parking garage is really the direction Fayetteville should go with development near campus. I sincerely hope to be a 30+ year resident of Hall Avenue, and I can easily foresee a day in 15-20 years when a 250-unit complex as proposed falls on hard times/poor management, and becomes a blight for the neighborhood as well as campus. Frankly, I have already witnessed some problems with the existing apartment complex during the two years I have lived here, such as domestic disturbances that spill out onto Hall Ave. It just seems to me that we as a community should be very, very cautious about development projects of this scale, especially when they are literally across the street from campus and an elementary school, and within a stone's throw of the Chancellor's house.

3. I would like to hear discussion of the 'campus edge' zoning being proposed vs. the current zoning for the property in question. It seems to me the property has its current zoning for a very specific set of reasons, and that rezoning to 'campus edge' should thus be very clearly warranted and be consistent with the wishes of homeowners (such as myself) who will be affected for years to come should the proposed development come to pass. For example, I strongly suspect that this development would negatively affect the value of my house, and thus the developer's profits would come, to some extent, at the cost of the owner-occupants who live on Hall Avenue.

I wish I could attend some of the upcoming public meetings at which this development will be discussed, but I am traveling quite a bit over the next several weeks. I would certainly value your opinions/feedback on these concerns and perhaps we could sit down over coffee to talk about it sometime in April.

Thanks for your time.

Very best regards,

Burt Bluhm

From: <wmertins@mertinslaw.com>
To: <Jfulcher@ci.fayetteville.ar.us>
Date: 3/30/2012 3:18 PM
Subject: Opposition to proposed apartment complex on Cleveland/Hall

Dear Mr. Fulcher -

I am writing to express my strong opposition to the proposed development on Cleveland/Hall. I have 3 children at Leverett, and live in the University Heights Neighborhood. The proposed development is out of character with the the neighborhood, is ridiculously out of scale with the adjoining single family homes, further erodes the character of our neighborhood, and poses substantial risk to the children who walk and bike to Leverett Elementary.

I am not opposed to growth, but am strongly opposed to reckless growth that destroys neighborhoods, increases traffic in an already taxed neighborhood, undermines the safety of our children, and kills any prospect of them safely walking or biking to school. This corner cannot support an additional 200 units, 446 more cars, and the problems that come with them. Please do all in your power to stop this project or send it back to the developer for a more sensible proposal.

William Mertins

Mertins Law Firm, PLLC
300 N. College Ave, Suite 200
PO Box 1762
Fayetteville, AR 72702-1762
479-582-1560

www.mertinslaw.com

Planning - "Project Cleveland" proposed development

From: Joy M Williams <williamsjoym@gmail.com>
To: <PLANNING@CI.FAYETTEVILLE.AR.US>
Date: 4/3/2012 5:35 PM
Subject: "Project Cleveland" proposed development

April 3, 2012

To Whom It May Concern:

We are writing to express concerns about the proposed rezoning and subsequent development of the property at the intersection of Cleveland Street and Hall Ave. The design for "Project Cleveland", as submitted, virtually quadruples the current existing 60 units. The impact of the increased traffic associated with that dense of development cannot be accommodated in this neighborhood. Traffic is already heavy and pedestrian safety is currently a concern. The University and elementary school traffic create a very dicey situation, particularly in the morning. A traffic study will, no doubt, bear this out. The driveway to the proposed complex's parking deck is on Hall and traffic coming or going North or South will exacerbate either the existing University neighborhood traffic problem or create new challenges at Hall and Wedington Drive. There is no good way to go.

Secondary to the primary traffic problem issue is the height of the proposed structure. It would loom at the South end of Hall Avenue - the highest point on the block. The developer references the structure's various heights and compliance to code, as in 60' adjacent to a single-family residence, but it also proposes an "85' interior structure". The development will be *so* much higher than any house on Hall, and then feel even higher due to the slope. Transition to the existing neighborhood is a concern and height disparity is the biggest issue.

We are not opposed to rental property or apartments in the neighborhood as it is currently zoned. But the PZD allows for way too much density and subsequent traffic.

Please add this email to the project's file as maintained by the Planning Department.

Sincerely,

John and Joy Williams

924 Hall Ave.

Fayetteville, AR 72701

From: Jesse Fulcher
To: Planning
Subject: Re: "Project Cleveland" proposed development

April 3, 2012

To Whom It May Concern:

We are writing to express concerns about the proposed rezoning and subsequent development of the property at the intersection of Cleveland Street and Hall Ave. The design for "Project Cleveland", as submitted, virtually quadruples the current existing 60 units. The impact of the increased traffic associated with that dense of development cannot be accommodated in this neighborhood. Traffic is already heavy and pedestrian safety is currently a concern. The University and elementary school traffic create a very dicey situation, particularly in the morning. A traffic study will, no doubt, bear this out. The driveway to the proposed complex's parking deck is on Hall and traffic coming or going North or South will exacerbate either the existing University neighborhood traffic problem or create new challenges at Hall and Wedington Drive. There is no good way to go.

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We are not opposed to rental property or apartments in the neighborhood as it is currently zoned. But the PZD allows for way too much density and subsequent traffic.

Please add this email to the project's file as maintained by the Planning Department.

Sincerely,
John and Joy Williams
924 Hall Ave.
Fayetteville, AR 72701

From: <wmertins@mertinslaw.com>
To: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
Date: 4/10/2012 2:13 PM
Subject: Re: Opposition to proposed apartment complex on Cleveland/Hall

Mr. Fulcher - I am writing to renew my protest of the proposed apartment complex on Cleveland/Hall Streets. Even with the revisions proposed by the developer, the project is still terribly out of scale for the neighborhood, and the developer's own traffic study should stop this project dead in its tracks. If Fayetteville wants to preserve single family neighborhoods and neighborhood schools, this proposed project must be stopped or substantially reformed.

I wish I could protest this proposed development at each meeting of the Commission or Council, but my work and family obligations prevent me. Instead, please forward this email to all who may be considering this project, and know that I strongly oppose the proposed development for the reasons set out above and in my March 30 email below.

Perhaps this project would be better suited to the 27 acre field by Temple at the bottom of Cleveland hill, or the empty land on Wedington west of Harps. Both tracts are for sale, and would be far better fits than the intersection of Cleveland and Hall streets.

Again, I strongly oppose the proposed apartment complex on Cleveland and Hall, and urge all who are considering it to reject the developer's request.
Thank you for your time.
William Mertins

On Mon, Apr 2, 2012, at 02:52 PM, Jesse Fulcher wrote:

Mr. Mertins,

Thank you for your feedback. I will include your comments with the staff

report that will be presented to the Planning Commission and City Council. Please let me know if there is anything else that I can do.

Sincerely,

Jesse Fulcher

Jesse Fulcher

Current Planner

City of Fayetteville

479-575-8267

[1]jfulcher@ci.fayetteville.ar.us

(TDD 479-521-1316 Telecommunication Device for the Deaf)

<[2]wmertins@mertinslaw.com> 3/30/2012 3:17 PM >>>

Dear Mr. Fulcher -

I am writing to express my strong opposition to the proposed development on Cleveland/Hall. I have 3 children at Leverett, and live in the University Heights Neighborhood. The proposed development is out of character with the the neighborhood, is ridiculously out of scale with the adjoining single family homes, further erodes the character of our neighborhood, and poses substantial risk to the children who walk and bike to Leverett Elementary.

I am not opposed to growth, but am strongly opposed to reckless growth that destroys neighborhoods, increases traffic in an already taxed neighborhood, undermines the safety of our children, and kills any prospect of them safely walking or biking to school. This corner cannot support an additional 200 units, 446 more cars, and the problems that come with them.

Please do all in your power to stop this project or send it back
to the developer for a more sensible proposal.

William Mertins

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479-582-1560

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References

1. <mailto:jfulcher@ci.fayetteville.ar.us>
2. <mailto:wmertins@mertinslaw.com>

From: Susan <sgard10720@aol.com>
To: "jfulcher@ci.fayetteville.ar.us" <jfulcher@ci.fayetteville.ar.us>
Date: 4/11/2012 7:27 PM
Subject: Hall and Cleveland

Thank you for your email. As we discussed, I am very much against the proposed development on the corner of Hall and Cleveland. As a current homeowner, we already have a problem with the traffic on Hall not obeying the posted speed limit, the residents of the existing apartments do not use the crosswalks and the crossing guards at Leverett School are concerned about increased traffic and student safety.

In addition I do worry about my property value falling next to such a development. I think there is more than enough property for sale in the area already zoned for such a large scale complex.

The North end of campus has had a huge increase in both student parking and student housing in past five years (U of A parking deck and the Maple Hill dorms as well as the return to student housing of the two towers).

I feel that this development should not proceed. Susan Gardner

Sent from my iPhone

From: Delia Buffington <deezyb@sbcglobal.net>
To: <jfulcher@ci.fayetteville.ar.us>
Date: 4/25/2012 8:58 PM
Subject: proposed private student housing at Cleveland and Hall

Dear Mr. Fulcher, My husband, Tom, and I live at 639 North Oliver, just around the corner from the proposed new private student housing. We both attended the University of Arkansas as did two of our children and we are big supporters in several ways. Progress can be measured in many ways, but we cannot support a private, multi storied, high density dorm of this size just a block and a half away from our small, overburdened street and call it progress. Please keep our neighborhood a neighborhood that is not over run by traffic and all the problems associated with such density. Let elementary students, college students and families coexist without placing undue burdens on any group. Diversity is wholesome and healthy. Thank you for your consideration and let me go on record to the planning commission and City Council as a NO vote for the proposed, privately owned, student housing at the corner of Cleveland and Hall. Sincerely, Dee Buffington

Dear Strategic Planning,

My name is Mikel Lolley. I live at 20 S. Hill Avenue, where I have lived and invested for nearly 29 years. We are located opposite the UofA campus from the proposed Project Cleveland, but we share many of the same issues as the University Heights neighborhood. We can only wish that this type of development was under consideration in our neighborhood. Allow me to explain:

- 1) We love living adjacent to the UofA campus. The campus provides us with wonderful amenities that we take full advantage of. But, the UofA also poses the most significant threat to the future of our immediate neighborhood. The UofA could at any time assume that they need to expand into our neighborhood to build student housing. They would simply buy-up our neighborhood via eminent domain. We see private development at the scale proposed by Project Cleveland as the only force large enough to stand in the way of any future plans by the UofA marching into neighborhoods, and snatching-up the underutilized and undervalued properties. We also know that we would have much more of a say in the quality of a proposed private development vetted thru the City of Fayetteville than if it was a public development vetted and built by the UofA.
- 2) We love the walkability, the density and the diversity of our immediate neighborhood. We have always known that with the future growth of the both the UofA and the City of Fayetteville, we would see nothing but increased pressure on our neighborhood. We now endure a 2am pedestrian rush hour on Hill Avenue that did not exist a few short years ago. Still, we continue to invest in this neighborhood, and adjust with the understanding that this neighborhood will continue to change and become increasingly walked, dense and diverse given its prime location. It is utterly unrealistic for people living adjacent to the UofA campus, or Downtown to expect that these neighborhood's in particular will remain exactly the same forever, and that Fayetteville's 2030 Plan is good for the City, so long as it's not in my back yard.
- 3) We love contributing to the modest re-gentrification of our older neighborhood. We would love to see a project at the scale and quality of the proposed Project Cleveland and witness private infill development take-on the long overdue investment in replacing the aging infrastructure for water, sewer, sidewalks, crosswalks, street lights, and bicycle lanes. Our neighborhood has changed significantly from when it was annexed into the City of Fayetteville as the Putman Addition 100 years ago — Fayetteville's first suburb. It will continue to change from its suburban roots into a downtown neighborhood, and need the amenities that come from that type of growth. We would rather see these upgrades coming from the private sector whenever possible through appropriate infill development and see our tax dollars spent on other things. What better way to finance these significant infrastructure improvements than thru private infill development.
- 4) We regard the student housing recently built by the UofA on the south side of Cleveland as a modest improvement, certainly better than the 1960's housing blocks that litter the UofA skyline, but still find this student housing grossly out of scale and lacking in vitality. We think

that the private sector does a much better job anticipating markets (student expectations) and designing more vital communities at appropriate scale than state agency, as evidenced by the UofA over the decades. We would rather see the UofA stick to what they do well, and leave student housing to the private sector. Let the private sector develop to market expectations, as well as develop a more vital and alive infill project that can complement an existing neighborhood.

- 5) We coexist with the traffic that is in our neighborhood, and understand that it will continue as the neighborhood becomes increasingly central, sandwiched between two cities for the UofA and Downtown Fayetteville. But we have also come to know via the 30 apartment units that we own and manage that a large contingent of cars sit idle in the lot, Monday thru Friday, and only get moved on the weekends. The fear for increased traffic coming from walkable infill development is unfounded in our direct and personal experience. Why drive when it's easier and cheaper to walk? It's why we live downtown.
- 6) We would welcome the type and quality of infill development being proposed by Project Cleveland into our neighborhood. It would increase our property values, add to the tax rolls, and the property would remain in the private domain and in lieu of in State control, adding tax revenue for our public schools for decades to come.
- 7) We would welcome this type of infill development for removing blighted properties that pose a whole host of issues far worse than a few more students in one professionally managed property, rather than a bunch of students crammed into a few run down houses that aren't being managed at all. Furthermore, the pressure for density has to be relieved from somewhere, and the proposed Project Cleveland could not be in a more appropriate location.
- 8) Fayetteville, as evidenced by the last census, is going thru transformational growth and change. We see Project Cleveland as exactly the type of infill development, consistent with the goals of the 2025 Plan and the 2030 Update, that we wish to see for Fayetteville's future. This development is in the most appropriate of locations, and is merely taking an existing blighted multi-family apartment building, and a few run down houses, adjacent to an elementary school and replacing them to create a much better situation for everyone.

The UofA would be a dreadful alternative to private investment within our immediate neighborhood and concentrated private investment will prove the only way to render those properties adjacent to the UofA from being obtained via eminent domain. We would welcome Project Cleveland to keep our neighborhood in private hands, where we would have much more of a say in what gets built, ensuring that it adds to the overall vitality of our immediate neighborhood, and how it gets managed and maintained well into the future.

Sincerely, Mikel C Lolley

20 S. Hill Ave. / Fayetteville AR 72701 / 479.841.7801 / mikel.lolley@gmail.com

From: Julia Kennefick <kennefick@mac.com>
To: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
CC: Mikel Lolley <mikel.lolley@gmail.com>
Date: 4/30/2012 3:49 PM
Subject: Project Cleveland - Mikel Lolley

Dear Mr. Fulcher,

Re, Mr. Lolley's recent comments on Project Cleveland, I have previously expressed my views on this proposed development, and they are not out of line with Mr. Lolley's views. I am for infill development whole heartedly, and welcome it in my own backyard. However, I enjoy the green space in the current apartment block as it faces Cleveland, and in looking at the proposed development, I notice that many of the large trees that line Cleveland will be removed. I see that they are keeping perhaps some of the existing canopy and doing a good job replacing the actual trees, but the green space on Cleveland itself will be lost. I like the idea of a development there, but again hope it can be done to fit in to the existing residential neighborhood and not edge right up to the sidewalk, especially as the buildings as proposed will be quite high.

The traffic is definitely a concern for me. My husband was recently hit as a pedestrian there while holding my two year old daughter and walking my 11 year old son to school. Luckily he was not injured, but it is scary to contemplate. Folks use those residential streets as a way to avoid the Wedington/Garland intersection.

The traffic through there in its current state leaves much to be desired. Again, I simply want to express that if the proposed development goes through, that careful attention be paid to the traffic infrastructure in the area. Overall, I think it is improving, but we need to keep up with the increased traffic problems as more students live "off campus" even if that housing is right across the street from the actual campus. I take

Mr. Lolley's point that keeping students close is a good thing, to increase the number of students that can walk. I love living close to campus and see it as a huge positive in my family's life.

Have the developers considered adding any store fronts to their project? I guess that would raise a whole other set of traffic concerns!

Best wishes,

Julia Kennefick

920 Sunset Dr.
Fayetteville AR 72701
479-439-0199

From: "Barbara Fraleigh" <barbara@secureusinc.com>
To: <jfulcher@ci.fayetteville.ar.us>
Date: 5/2/2012 3:02 PM
Subject: Cleveland & Hall

Dear Mr. Fulcher,

This letter is in regards to the proposed development at the corner of Cleveland & Hall Streets.

As a thirty year homeowner in the neighborhood, I would like to suggest that the size and location of project is not suitable for this location. As I drive by this corner, I try to imagine the impact that the proposed development would have on an already established residential neighborhood and Leverett Elementary School. In my opinion, it is not a good fit.

I can understand the motivation of the investor/developer to try to build close to the University. There is certainly a flurry of this type of building activity within Fayetteville right now catering to the student population. Their paperwork and designs all look wonderful on paper, but the impact of such a large development cannot be good for the established neighborhood.

I would hope that our investments in our neighborhood are not disregarded.

Thank you for your consideration.

Barbara Fraleigh

1624 W. Halsell Road

Fayetteville, AR 72701

From: beverly schaffer <bschaffer@arkansas.net>
To: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
Date: 5/4/2012 4:34 PM
Subject: Fwd: Project Cleveland

Jesse, here are some thoughts I shared today with the Ward 4 aldermen. Thanks, Beverly Schaffer

Begin forwarded message:

> From: beverly schaffer <bschaffer@arkansas.net>
> Date: May 4, 2012 1:25:07 PM CDT
> To: Sarah Lewis <sarahelainelewis@gmail.com>, Rhonda Adams <Rhonda@adamsward4.com>
> Cc: Archie Schaffer <archie.schaffer@tyson.com>
> Subject: Project Cleveland
>
> Dear Sarah and Rhonda,
>
> Thank you for arranging for Seth Mims to come to the Ward 4 meeting Monday night and share the new plans for this project. The current plans were approved yesterday by the subdivision committee of the planning commission. I believe the committee recommended approval of the project.
>
> The plans for this project are an improvement over the first two versions. However, the building footprint is the same except for the lowered height on the north, east and south perimeters. The parking deck in the center is still almost 7 ft. The number of units dropped from 170 to 122 (yesterday, I heard they may have dropped that number again by 5 or so). However, the units now are almost all 4 person units rather than the 1, 2 and 4 mix originally planned. That is allowing them to keep the density high, around 450 renters and vehicles. So while the scale of the building was reduced modestly, and the number of units was reduced by half since the first number was floated (220), the density and number of vehicles has been reduced by only 20%.
>
> The building will be a non-smoking complex and Seth says they will not allow smoking on the sidewalks. That's an improvement. However, there is no ordinance that prohibits smoking on sidewalks so I don't know how the property managers can prohibit it. Unfortunately, this development could push the smoking further down Hall or Cleveland until a broader solution is implemented.
>
> Also, the plans now provide for parallel parking in front of the building on Cleveland. All parking on that stretch of Cleveland was removed two years ago after abuse by the dorm residents who simply stored their cars up and down the street for days at a time, even in the "no parking" areas. The developers say street parking helps slow down traffic. That may be true in some places. That was not the case on Cleveland, however. Many of the neighborhood residents complained repeatedly to the police and the city transportation division about the dangerous conditions on Cleveland due to the student parking on the north side and the speeding vehicles. Finally, the city agreed that all parking should be eliminated. We do not want to see it returned. Brad Anderson and Jeff Coles probably can verify the history of these parking problems and the decision to remove parking from the street. In any case, I can't see how there is room for street parking in front of the building. The intersection at Hall and Cleveland already will be very congested and the developers are asking for a dedicated bike lane on one side of the street, as well. Adding parked vehicles to the curb will create another diversion and possibly worsen the visibility for drivers turning left onto Hall from Cleveland. I hope these plans will get very close scrutiny.
>
> The building still is going to be squeezed onto that corner and will dramatically alter the character of the block between Hall and Razorback. It's an improvement in some ways but it's discouraging that it will not be the kind of development that would bring families or UA faculty or staff into the neighborhood rather than more dorm rooms. I want to make sure this doesn't become the trend all along the perimeter of campus.
>
> We think the scale of the building still is incompatible with the neighborhood. The developers continue

to stress that the building is not as tall as the Maple Hill dorms but they avoid discussing the vast difference in scale when compared to every single property on the north side of Cleveland. The north side of Cleveland is not a part of the UA campus. If the compatibility of future structures proposed for the neighborhood streets abutting campus will be judged not by the scale of the existing homes and buildings on the north side of Cleveland but by what has been built across the street on the UA campus in an institutional zoning area, homeowners will be encouraged to sell their properties to developers and get out of the neighborhood now. We don't think the city can deny the next developer the same scale and density all the way around "campus edge" if this project is approved. With the emphasis placed on student housing as a priority above all other considerations, the north side of Cleveland is likelier than not to evolve into an adjunct to campus. Once that invisible line between campus and neighborhood begins to erode, it will be nearly impossible to stop the further decline of University Heights.

>

> These are some of my thoughts on the project as it currently stands.

>

> Thank you for all you do to represent the residents of Ward 4.

>

> Beverly

>

From: rharriso <rharriso@uark.edu>
To: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
Date: 5/7/2012 7:50 AM
Subject: Re: Cleveland and Hall Street development; email change

dear Jesse Fulcher, please note I have had to change my email to:
rebeccanewth@gmail.com I am in university heights neighborhood and
involved with cleveland hall development news. must be on west coast may
9th however. i am against the hugeness of the development as not in
keeping with neighborhood, increasing smoking, trash, traffic (all of
which we have dealt with when university stopped allowing smokers on
campus. now we have to pick up cigarette butts and trash that comes along
with it such as bottles, packages, junk food, cans, cups) Perhaps the city
is trying to get leverett school moved, as it has tried before, and by
putting such traffic and congestion right next to the school is another
way of accomplishing that? sorry to seem so jaded. Rebecca Harrison
Quoting Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>:

>> Neighbors,

> >

> > I wanted to let you know that the applicant for the project at the
> > corner of Cleveland and Hall has requested that the development
> > application scheduled for the Subdivision Committee meeting tomorrow
> > at 9:00 AM be tabled until the following meeting date on May 3rd. The
> > project has already been advertised and is listed on the agenda, so
> > anyone in attendance can comment on the project, or wait until the
> > upcoming meetings in May.

> >

> > The latest project proposal and staff comments are available for to
> > review on the City's website at
> > <ftp://ftp.accessfayetteville.org/Published/Development%20Review/>

> >

> > Please don't hesitate to contact me if you have any questions.

> >

> > Sincerely,

> >

> >

> > Jesse Fulcher

> >

> > Jesse Fulcher

> > Current Planner

> > City of Fayetteville

> > 479-575-8267

> > jfulcher@ci.fayetteville.ar.us

> > (TDD 479-521-1316 Telecommunication Device for the Deaf)

We know the university is projected to grow and that we are going to have to find somewhere to house the students. Cleveland Street and Hall is not that place for the following reasons.

The area is heavily trafficked. Cleveland is a two-lane collector street. For some years now the University Heights Neighborhood has been seeking to handle this by putting in a three way stop at Razorback and Cleveland, by putting in sidewalks which narrow Cleveland and let neighbors and elementary school students walk more safely along Cleveland.

The area has a trash problem because it forms the border between the University and the town making it possible for students to smoke on the north side of Cleveland but not on the south. This has created piles of cigarette butts and packages and drink cups and cans and so forth. Mr. Bayari the owner of the rental property has been contacted several times and has even offered to remove his stone wall (where students sit to smoke) but nothing has solved the problem of the sidewalk on the north of Cleveland being a smoking 'lounge'. He, however, has only a 60 unit building.

There is an elementary school directly opposite the prospective Cleveland Project.

There is an intact and well-established neighborhood, the only one bordering the University, where you suggest allowing a unit with 421 parking spaces. Oliver Street alone, one street West of Razorback, contains the following important properties.

1. The chancellor's house.
2. A Fay Jones house formerly called the Hotz House.
3. Another early Fay Jones house, perhaps the earliest.
4. The Oliver Farmhouse circa 1883 with land deeds going back to 1853 (in the process of having placed on the historic registry).
5. The Judge Meriwether House.

And there are other Fay Jones houses and architect designed houses in neighboring blocks.

It would seem in retrospect that this kind of neighborhood should be left alone to continue to evolve as the University does, rather than to erode it until there is no neighborhood anymore. Anyone can enter a campus through athletic facilities and through rental units but it is special to be able to drive and walk among old and homey houses with gardens and sheep pastures. Infill is not going to enhance that. You may think that a rental unit such as the one proposed will not affect the areas I am talking about, but that would be wrong.

So with these ideas I respectfully submit this letter.

Rebecca Newth Harrison
611 North Oliver Avenue
Fayetteville, AR 72701
443-4403

City Clerk - Material for June 4th City Council Meeting- Agenda Item Project Cleveland

From: D'lorah Hughes <dlorahlynn@yahoo.com>
To: "ssmith@ci.fayetteville.ar.us" <ssmith@ci.fayetteville.ar.us>,
"city_clerk@ci.fayetteville.ar.us" <city_clerk@ci.fayetteville.ar.us>
Date: 6/4/2012 11:20 AM
Subject: Material for June 4th City Council Meeting- Agenda Item Project Cleveland
CC: Schaffer Archie <archie.schaffer@tyson.com>, beverly schaffer
<bschaffer@arkansas.net>
Attachments: NO Project Cleveland Petitions.pdf

Madame Clerk,

Attached please find a petition relevant to an item on tomorrow night's City Council agenda. The petition is signed by residents and property owners of the neighborhood north and west of the University of Arkansas who oppose the proposed "Project Cleveland" development.

Please include this email and the attached petition as part of the public record/City Council packet.

Please note that the red-lined signatures indicate nearby residents who oppose the development but live outside of the neighborhood as described in the petition.

If you have any questions or require the original petitions, please feel free to contact me or the Schaffers.

Thanks,
D'lorah Hughes

NO to "PROJECT CLEVELAND"

B. 5
R-PZD 12-4079 (N.W. Corner
of W. Cleveland St. & Hall Ave./
Project Cleveland)
Page 111 of 226

We, the undersigned residents and property owners of the neighborhood north and west of the University of Arkansas in Fayetteville, hereby petition the City Council of the City of Fayetteville to disallow the construction of the proposed apartment complex at the corner of Hall Avenue and Cleveland Street, commonly known as "Project Cleveland".

We believe this proposed apartment complex is too large and the density is too high for this location, it is incompatible with the established single family residential neighborhood, and will bring too much additional traffic to Hall Avenue, Cleveland Street and other neighborhood streets that already are overburdened.

Please vote NO on "Project Cleveland" and help us preserve the historic University Heights neighborhood!

Julie Schaffer	1404 W. Cleveland	
Beverly Schaffer	1404 W. Cleveland	
Christy Johnson	740 SUNSET DR	
Lin Q. Goffin	740 N SUNSET DR	
Susan Reedy	826 Sunset Dr.	Fayetteville, AR
A.J. Brandt	900 Sunset Dr.	Fayetteville, AR
Jim Jarvin	1450 W. Sunset Dr.	Fayetteville, AR
Roy C. Jarvin	935 N. Sunset Dr.	Fayetteville, AR
Joe Jarvin	935 N. Sunset Dr.	Fayetteville, AR
Pam Brummett	900 Sunset	Fayetteville, AR
TERESA TURK	1408 W. Cleveland St.	Fayetteville, AR
Paula Mulligan	802 N. Sunset Dr.	Fayetteville, AR
Carol Septed Home	805 N. Sunset Dr.	Fayetteville, AR
William A. Janzen	1485 Sunset Pl.	Fayetteville, AR
Mark Schuch	1506 Sunset Pl.	" "
Woody Bassett	1555 Sunset Place	Fayetteville, AR
Shen R. Murrell	1555 Sunset Place	Fayetteville, AR
Dominic Swartzfeld	901 Sunset Dr.	Fayetteville, AR
Amy White	901 Sunset Dr.	Fayetteville, AR

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D'lorah L. Hughes	Olorah Hughes	927 Hall Avenue
Matthew Carr	Matthew Carr	922 Hall Ave.
Burlin Blum	Burlin Blum	930 Hall Ave.
Albert Green	Albert Green	942 Hall Ave.
Patricia M. Green	Patricia M. Green	942 N. Hall Ave.
Terry M. Gosnell	J. M. Yell	1002 N. Hall Ave.
Sarah A. Blum	Sarah Blum	930 HALL
Irina Brazhkin	Irina Brazhkin	880 Hall
Olga Brazhkina	Olga Brazhkina	880 Hall Ave
Ralph M. Ry	Ralph M. Ry	816 Hall Ave
Emma May	Emma May	816 Hall Ave
Lois Kisting	Lois Kisting	1220 W. Cleveland St. B8
Robert Power	Robert Power	1720 W. Cleveland St. B8
Vitaly Brazhkin	Vitaly Brazhkin	880 N. Hall Ave
Sacquelina Golden	Sacquelina Golden	939 HALL AVE
Rebecca Ann Groat	Rebecca Ann Groat	2486 W. Jeremiah.
Roscoe Huxum	Roscoe Huxum	824 N. Hall
Susan L. Gardner	Susan Gardner	909 N. Hall
Kenneth E. Gardner	Kenneth Gardner	909 N. Hall

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<i>[Signature]</i>	- 949 N. Hall Ave - Fayetteville, AR	
<i>[Signature]</i>	611 N. Razorback Road	Fayetteville, AR 72701
<i>[Signature]</i>	611 N. Razorback Road	Fayetteville, AR 72701
<i>[Signature]</i>	1500 W. Cleveland	Fayetteville, AR 72701
Bernice Hembree	865 N Lewis Ave	Fayetteville AR 72701
Bryan Hembree	865 N Lewis Ave	Fayetteville AR 72701
Manny Brunch	758 N. Fowler Ave	Fayetteville, AR 72701
Merissa Mewans	758 Fowler Ave	Fayetteville, AR 72701
Michael Luba	743 Cedarwood Av	Fayetteville, AR 72701
<i>[Signature]</i>	743 Cedarwood Ave	Fayetteville AR 72701
<i>[Signature]</i>	1651 W. Cleveland St	Fayetteville, AR 72701
<i>[Signature]</i>	1651 W. Cleveland St	Fayetteville, AR 72701
Cynthia Creel	1835 W. BERRY ST	Fayetteville, AR 72701
John Lantz	1941 W. BERRY ST	Fayetteville, AR 72701
<i>[Signature]</i>	1794 W. Berry St	Fayetteville 72701
<i>[Signature]</i>	1794 Berry St	Fayetteville AR 72701

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Sally Wimberly	1025 Sunset Dr.	Fay. AR
Jane Baker	1104 SUNSET DR.	"
Cyan Bacon	1028 N. Sunset DR	Fay AR
Kot Bn	1028 N. Sunset Dr	Fay 72701
Sylvia Schlegel	1018 N. Sunset Dr.	Fay. 72701
Ben Schlegel	1018 N. Sunset Dr	Fay 72701
Juan Kay	940 Sunset	Fay 72701
W. Kay	940 Sunset	Fay 72701
W. Kay	817 A Sunset	"
W. Kay	1400 W Cleveland	Fay AR 72701
W. Kay	547 GRAY AVE	Fay AR 72701
Pattie Williams	547 Gray	Fay, Ar 72701
Harold Haller	1659 W. Maple	Fay, Ar 72701
W. R. Haller	1659 W. Maple	Fay, AR 72701
Deborah A. Cunningham	1619 W Maple	Fay AR 72701
Keresa L. Cokerly	607 N. Razorback	Fayetteville, Ark 72701
Jody N. Cokerly	607 N. Razorback	Fayetteville, Ark 72701
Les Mahan	1445 CARDWELL LANE	FAYETTEVILLE, AR 72701
Debbie McChristian	1445 Cardwell Lane	Fayetteville AR 72701

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Rebecca Harrison	610 Oliver, Fay	61
Art Huf	1515 Cordwell, Fay	
Debbie Nelson	1515 Cordwell, Fay	
Lisa T. Hatfield	705 N. SUNSET, Fay	
Susan Hale	675 Oliver Ave, Fay	
Donna Webb	675 OLIVER FA	Y
Linda L. Eichmann	629 N. Oliver Ave	Fay
Ronald Eichmann	629 N. Oliver Ave	Fayetteville
Margaret Ann Holcomb	548 N. Gray	Fayetteville, AR
Black & Hughes	546 N. Gray	Fayetteville, AR
Phil & VOS	524 N. Gray	Fayetteville AR
Sam Eichmann	648 N. Gray	Fayetteville AR
Frank Sisk	648 N. Gray	Fayetteville AR
Louise Mann	629 Gray	Fulle, AR 72701
Amelia (Mini) Burke	1532 W. Cleveland	Fulle AR 72701
Malton Burke	1532 W. Cleveland	" " "
Rose Anna Proby Cotton Presley	1439 W. Cleveland	" " 72701
Catherine C. Boyd	2008 Cleveland	72701
Jack Curran	2024 W. Cleveland	"
Raina Lyons	2024 W. Cleveland St.	72701

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DANIEL SNYDER 2033 W CLEVELAND ST FAYETTEVILLE, AR
 ABBY SNYDER 2033 W CLEVELAND ST FAYETTEVILLE, AR
 PETER VANNEMAN 721 N. Ashwood, Fayetteville, A.
 SUSAN VANNEMAN 721 N. Ashwood, " 72701
 Julia Kennesick 920 N Sunset Dr. Fayetteville AR 72701
 CHRIS DYE 911 N. Sunset Drive Fayetteville AR 72701
 Dana Dye 911 N. Sunset Drive Fayetteville AR 72701
 Janet Freeman 924 N SUNSET DR Fayetteville AR 72701
 Beverly Bell 655 N. Razorback Rd Fay AR 72701
 Jim Haynes 1535 W. Cleveland Fayetteville 72701
 Jeanette Ballard 695 N Oliver Ave Fay 72701
 G. A. M. 1003 N. Sunset Dr. Fay, 72701
 W. David Wimberly 1025 N. Sunset Dr. Fay. 72701

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[Signature] Alan T. Long 2075 W. Archer Dr Fayetteville, AR 72701
[Signature] Candace Hoggatt 2074 W Archer Dr. Fayetteville AR 72701
MMJ Melissa Jacob 680 Samarac. Fay AR 72701
JW John Williams 1935 W Archer Fay AR 72701
MDW ~~Debrae Wells~~ 1935 W Archer Fay AR 72701
Mkin Marta Kiser 2003 W. Archer Fay AR 72701
[Signature] Kevin D. Hall 1974 W. OSAGE BEND Fay AR 72701
[Signature] J. Scott Hardin 1859 W. Osage Bend Fay AR 72701
[Signature] Page P. Hardin 1859 W. Osage Bend Fay AR 72701
[Signature] Karen Dantzler 1876 W. Osage Bend Fay AR 72701
[Signature] Paul E. Dam 1736 W. Osage Bend Fay AR 72701
[Signature] Steven H. Key 2075 W Archer Dr Fay AR 72701

NO to "PROJECT CLEVELAND"

B. 5
R-PZD 12-4079 (N.W. Corner
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~~Walt Eilers~~ Walt Eilers 2044 West Archer Drive Fayetteville AR 72701
Linda Eilers Linda Eilers 2044 West Archer Drive Fayetteville AR 72701
~~H. Haggard~~ Halley Haggard 2076 W. Archer Dr Fayetteville AR 72701
~~Carolyn Tanneberger~~ Carolyn Tanneberger 2039 W. Archer Fayetteville AR 72701
~~Rick Tanneberger~~ Rick Tanneberger 2039 W. Archer Fayetteville AR 72701
~~Rich Hill~~ Rich Hill 2010 W. ARCHER FAYETTEVILLE 72701
Hill: Hill 2010 W. Archer Fayetteville, AR 72701
~~Phillip McKnight~~ Phillip McKnight 1969 W. DICKEN FAYETTEVILLE, AR 72701
~~Scott R. Busch~~ Scott R. Busch 665 N. SAMARA CIR Fayetteville AR 72701
Rachel Busch Rachel Busch 665 N. SAMARA CIR Fayetteville AR 72701
Gail Stickney Gail Stickney 675 WATERMAN AVE Fayetteville, AR 72701
Phillip Stickney Phillip Stickney 675 WATERMAN AVE Fayetteville, AR 72701
Connie Haldon Connie Haldon 641 Waterman Ave Fayetteville, AR 72701
Richard Kinnard RICHARD O. KINNARD 1902 W. ARCHER FAYETTEVILLE, AR 72701

NO to "PROJECT CLEVELAND"

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<i>Patricia Kelly</i>	755 West Cleveland ^{NORTH CEDARWOOD}
<i>Ja Ann Tammela</i>	755 West Cleveland ^{NORTH CEDARWOOD}
<i>John Kelly</i>	755 West Cleveland ^{NORTH CEDARWOOD}
<i>Victor R. Spivey</i>	760 N Cedarwood Ave
<i>Bryant Lip</i>	721 Cedarwood Ave
<i>Jonella Lipscomb</i>	721 Cedarwood Ave
<i>Mindy Mock</i>	751 Fowler Ave
<i>Bill Mock</i>	751 Fowler Ave
<i>Rosemary Graham</i>	882 N. Lewis
<i>Van Graham</i>	882 N. Lewis
<i>Wade Wh</i>	681 N. Razorback Rd.
<i>Shirley Chadeah</i>	681 N. Razorback Rd.

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Lynn F. Wade	LYNN F. WADE	100 N. SANG
Elaine B. Wade	ELAINE B. WADE	100 No. SANG AVE.
Gail Leftwich	GAIL LEFTWICH	668 GRAY AVE
Joe Paul	Joe Paul	668 GRAY AVE
Delia D. Buffington		639 N. Oliver
R. Buffington		639 N. Oliver

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Jeff and Lisa Gearhart 533 No. Razorback Rd 72701
Charles & Carolyn Hughes 1945 W. Halsell Rd 72701
Joe Green 1704 W. Halsell Rd. 72701
Barbara G. Taylor, 1599 W. Halsell Road, Fay. AR 72701
Kathleen Emons 460 Oliver Ave Fay AR 72701
Michael Kellers 460 N. OLIVER AVE FAY, AR 72701
Joyce Williams 924 Hall Ave Fayetteville AR 72701
John W. Williams 924 HALL AVE FAYETTEVILLE AR 72701
* John Fawcett 2104 Wren Cir. Fayetteville AR 72701
* Charlotte Fawcett 2104 Wren Cir. Fayetteville AR 72701

* NOT IN NEIGHBORHOOD AS DESCRIBED

NO to "PROJECT CLEVELAND"

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Susan McJohnson	48 North Sang ave	Fayetteville
Greg Parker	634 N Oliver Ave	Fayetteville
Edward C. Simpson	409 N. Oliver	Fayetteville
Tim King	177 W Halsell	Fayetteville
JAMES STORAUGH	774 N. Ashwood	Fayetteville
VICKY STORAUGH	774 N. ASHWOOD	Fayetteville
Garry Malley	872 N. Lewis	Fayetteville,
Martha Malley	872 N. Lewis	Fayetteville
Marquette Bruce	741 N. Lewis	Fayetteville, AR. 72701
BOB KOHLER	695 N GRAY AVE	FAY, AR 72701
Stacey Park	1636 W. Maple St.	Fayetteville
Brian Park	1636 W. Maple St.	FAY. 72701
Nancy McArthur	1638 W. Maple St.	Fayetteville 72701

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Art Lick Gray M. Ginnale 400 W. Cleveland
Carolyn D. Banks CAROLYN BANKS 1109 SUNSET
Nelda Janzen Nelda Janzen 1485 Sunset Place
David + Pamela Hallin 1476 SUNSET FL.
Jackie + Bill Cunningham 1611 Haskell Rd.
William + Joyce Feldman 16 N. Song Ave
Jane M. Steele 1875 HASKELL HEIGHTS

NO to "PROJECT CLEVELAND"

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* Patricia Smith	1110 N. Valley View	Fayetteville, AR 72701	
* Eric Smith	1110 N. Valley View Drive	Fayetteville, AR 72701	Eric Smith
* Allison Mertins	24 S. Hartman	Fayetteville 72701	Allison Mertins
* William Mertins	24 South Hartman	Fayetteville 72701	William Mertins
* 1223 Hope St	1223 Hope St	Fay 72701	
* 1223 Hope St.	1223 Hope St.	Fay 72701	
* 2447 Fox Trail	2447 Fox Trail	Fay 72703	
* 217 Clary Hall	217 Clary Hall	Fay 72701	
* 302 N. Stever	302 N. Stever	Fay 72707	
* 1139 Sunset Dr.	1139 Sunset Dr.	Fay 72701	
Stephenie Foster	1139 N. Sunset Dr.	Fay 72701	
Hannah E. Blum	1126 Sunset Dr.	Fay 72701	
Patricia Hwiler	1126 Sunset DR	Fay 72701	
Tony Morrison	1401 W. Vista	Fay 72701	
David C. Priest	1010 Sunset Dr.	Fayetteville, AR 72701	
Marlo Priest	1010 Sunset	Fay. AR 72701	

* NOT IN NEIGHBORHOOD AS DESCRIBED

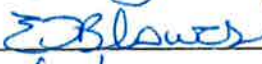
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MICHAEL HEGARTY		1948 W. ARCHER DR FAYETTEVILLE AR 72701
Elaine Blowers		1879 W. Archer Dr, Fayetteville AR 72701
Kenn Blowers		1879 W. ARCHER DR. Fayetteville 72701
Heath Stacey		1708 W. Osage Blvd Dr. Fayetteville 72701
Mike Salem		1727 W. Osage Blvd, Fayetteville, 72701

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Julie Schaffer	1404 W. Cleveland	
Beverly Schaffer	1404 W. Cleveland	
Christy Johnson	740 SUNSET DR	
Jim & Giffon	740 N SUNSET DR	
Lynne Raley	826 Sunset Dr.	Fayetteville, AR
A.J. Brandt	900 Sunset Dr.	Fayetteville, AR
Jim Jarvin	1450 W. Sunset Dr.	Fayetteville, AR
Ray C. Jarvin	935 N. Sunset Dr.	Fayetteville, AR
Joan Jarvin	935 N. Sunset Dr.	Fayetteville, AR
Pam Brummett	900 Sunset	Fayetteville, AR
TERESA TURK	1408 W. Cleveland St.	Fayetteville, AR
Paula Mulligan	802 N. Sunset Dr.	Fayetteville, AR
Carol Septed House	805 N. Sunset Dr.	Fayetteville, AR
William C. Janzen	1485 Sunset Pl	Fayetteville, AR
Mark Schenck	1506 Sunset Pl	" "
Woody Bassett	1555 Sunset Place	Fayetteville, AR
Shirley R. Mull	1555 Sunset Place	Fay, AR
Dominic Swartzfeld	901 Sunset Dr	Fay, AR
Amy White	901 Sunset Dr	Fay, AR

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D'lorah L. Hughes	Olorah Hughes	927 Hall Avenue
Matthew Carr	Matthew Carr	922 Hall Ave
Burtin Blahm	Burtin Blahm	930 Hall Ave.
Albert Green	Albert Green	942 Hall Ave.
Patricia M. Green	PATRICIA M. GREEN	942 N. Hall Ave.
Terry M. Gosnell	J. M. Gosnell	1062 W Hall Ave
Sarah A. Blahm	Sarah Blahm	930 HALL
Irina Brazhkin	Irina Brazhkin	880 Hall
Olga Brazhkin	Olga Brazhkin	880 Hall Ave
Ralph May	Ralph May	816 Hall Ave
Emma May	Emma May	816 Hall Ave
Lous Kisting	Lous Kisting	1220 W Cleveland St B8
Robert Kisting	Robert Kisting	1720 W Cleveland St B8
Vitaly Brazhkin	Vitaly Brazhkin	880 N Hall Ave
Sacquelina Golden	Sacquelina Golden	939 HALL AVE
Rebecca Van Groat	Rebecca Van Groat	2486 W. Jeremiah.
Roscoe Korman	Roscoe Korman	824 N Hall
Susan L. Gardner	SUSAN GARDNER	909 N Hall
Kenneth E. Gardner	Kenneth Gardner	909 N Hall

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John Dabed - 449 Hall Ave - Fayetteville, AR
J. C. G. - 611 N. Razorback Road Fayetteville, AR 72701
Jacqui Juffer 611 N. Razorback Road Fayetteville, AR 72701
Mildred Holloway 1500 W. Cleveland Fayetteville, AR 72701
Bernice Hembree 865 N Lewis Ave Fayetteville AR 72701
Bryan Hembree 865 N Lewis Ave Fayetteville AR 72701
Mansy Pouch 758 N. Fowler Ave Fayetteville, AR 72701
Melissa Mewans 758 Fowler Ave Fayetteville, AR 72701
Michael Lieb 743 Cedarwood Av Fayetteville, AR 72701
John Salter 743 Cedarwood Ave Fayetteville, AR 72701
John Anderson 1651 W. Cleveland St Fayetteville, AR 72701
Shirley 1651 W. Cleveland St Fayetteville, AR 72701
Cynthia Creel 1835 W. BERRY ST Fayetteville, AR 72701
John Lantz 1794 W. BERRY ST Fayetteville, AR 72701
Kara Lee 1794 W. Berry St Fayetteville 72701
W. S. S. 1794 Berry St Fayetteville AR 72701

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Sally Wimberly	1025 Sunset Dr.	Fay. AR
Jay B. Bels	1104 SUNSET DR.	"
Cian Bacon	1028 N. Sunset DR	Fay AR
Rob Bn	1028 N. Sunset Dr	Fay 72701
Jyvia Schlegel	1018 N. Sunset Dr.	Fay. 72701
Ben Schlegel	1018 N. Sunset Dr	Fay 72701
Juan Kay	940 Sunset	Fay 72701
Jim King	940 Sunset	Fay 72701
John King	817 A Sunset	"
John King	1400 W Cleveland	Fay AR 72701
John King	547 GRAY AVE	Fay AR 72701
Pattie Williams	547 Gray	Fay, Ar 72701
Harold Haller	1659 W. Maple	Fay, Ar 72701
Steve R. Haller	1659 W. Maple	Fay, AR 72701
Debra A. Cunningham	1619 W Maple	Fay AR 72701
Keresa L. Cobley	607 N. Razorback	Fayetteville, AR 72701
Jody N. Cobley	607 N. Razorback	Fayetteville, AR 72701
Les Mahan	1445 CARDWELL LANE	FAYETTEVILLE, AR 72701
Debbie McChristian	1445 Cardwell Lane	Fayetteville AR 72701

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Rebecca Harrison	611 Oliver, Fay	611
Art Huf	1515 Cordwell, Fay	1515
Debbie Nelson	1515 Cordwell, Fay	1515
Jim T. Hartsfield	105 N. Sunset, Fay	105
Susan Hale	675 Oliver Ave, Fay	675
Donna Webb	675 OLIVER FA	675
Linda L. Eichmann	629 N. Oliver Ave Fay	629
Raymond Eichmann	629 N. Oliver Ave Fayetteville	629
Margaret Ann Holcomb	548 N. Gray Fayetteville, AR	548
Black Hughes	546 N. Gray Fayetteville, AR	546
Phil Casvos	524 N. Gray Fayetteville AR	524
Sam Eichmann	648 N. Gray Fayetteville AR	648
Frank Sisk	648 N. Gray Fayetteville AR	648
Louise Mann	629 Gray Fulle, AR 72701	629
Amelia (Mini) Burke	1532 W. Cleveland Fulle AR 72701	1532
Milton Burke	1532 W. Cleveland " " "	1532
Rose Anna Proby Cotton Presley	1439 W. Cleveland " " 72701	1439
Catherine C. Boyd	2008 Cleveland 72701	2008
Jack Curran	2024 W. Cleveland "	2024
Raina Lyons	2024 W. Cleveland St. 72701	2024

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DANIEL SNYDER 2033 W CLEVELAND ST FAYETTEVILLE, AR

ABBY SNYDER 2033 W CLEVELAND ST FAYETTEVILLE, AR

PETER VANNEMAN 721 N. Ashwood, Fayetteville, A.

SUSAN VANNEMAN 721 N. Ashwood, " 72701

Julia Kennefick 920 N Sunset Dr. Fayetteville AR 72701

CHRIS DYE 911 N. Sunset Drive Fayetteville AR 72701

Dana Dye 911 N. Sunset Drive Fayetteville AR 72701

Janet Freeman 924 N SUNSET DR Fayetteville AR 72701

Beverly Bell 655 N. Razorback Rd Fay AR 72701

Jim Haynes 1535 W. Cleveland Fayetteville 72701

Jeanette Ballard 695 N Oliver Ave Fay 72701

944 N 1003 N. Sunset Dr. Fayetteville, 72701

W. David Wimberly 1025 N. Sunset Dr. Fayetteville 72701

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[Signature] Candace Hoggett 2074 W Archer Dr. Fayetteville AR 72701
MMJ Melissa Jacob 680 Samaracri Fay AR 72701
JW John Williams 1935 W Archer Fay AR 72701
MDW ~~Marlene Allen~~ 1935 W Archer Fay AR 72701
Mkin Marta Kiser 2003 W. Archer Fay AR 72701
[Signature] Kevin D. Hall 1874 W. OSAGE BEND Fay AR 72701
[Signature] J. Scott Hardin 1859 W. Osage Bend Fay AR 72701
[Signature] Page P. Hardin 1859 W. Osage Bend Fay AR 72701
[Signature] Karen Dantzler 1876 W. Osage Bend Fay AR 72701
[Signature] Paul C. Dan 1736 W. Osage Bend Fay AR 72701
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Linda Eilers Linda Eilers 2044 West Archer Drive Fayetteville AR 72701
Hally Hessart Hally Hessart 2076 W. Archer Dr Fayetteville AR 72701
Carolyn Tanneberger Carolyn Tanneberger 2039 W. Archer Fayetteville AR 72701
Rick Tanneberger Rick Tanneberger 2039 W. Archer Fayetteville AR 72701
Rick Tanneberger Rick Tanneberger 2039 W. Archer Fayetteville AR 72701
Hilli Hill Hilli Hill 2010 W. Archer Fayetteville AR 72701
Phillip McKnight Phillip McKnight 1969 W. Dickens Fayetteville, AR 72701
Scott R Busch Scott R Busch 665 N. Samara Cir Fayetteville AR 72701
Rachel Busch Rachel Busch 665 N. Samara Cir Fayetteville AR 72701
Gail Stickney Gail Stickney 675 Waterman Ave Fayetteville, AR 72701
Phillip Stickney Phillip Stickney 675 Waterman Ave Fayetteville, AR 72701
Connie Halston Connie Halston 641 Waterman Ave Fayetteville, AR 72701
Richard O. Kinnard Richard O. Kinnard 1902 W. Archer Fayetteville, AR 72701

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<i>Jo Ann Tammela</i>	755 West Cleveland ^{NORTH CEDARWOOD}
<i>John Kelly</i>	755 West Cleveland ^{NORTH CEDARWOOD}
<i>Victor R. Spivey</i>	760 N Cedarwood Ave
<i>Bryant Lip</i>	721 Cedarwood Ave
<i>Jonella Lipscomb</i>	721 Cedarwood Ave
<i>Mindy Mock</i>	751 Fowler Ave
<i>Bill Mock</i>	751 Fowler Ave
<i>Rosemary Graham</i>	882 N. Lewis
<i>Van Graham</i>	882 N. Lewis
<i>Wade Wh</i>	681 N. Razorback Rd.
<i>Shirley Chadeah</i>	681 N. Razorback Rd.

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Please vote NO on "Project Cleveland" and help us preserve the historic University Heights neighborhood!

Lynn F. Wade	LYNN F. WADE	100 N. SANG
Elaine B. Wade	ELAINE B. WADE	100 No. SANG AVE.
Gail Leftwich	GAIL LEFTWICH	668 GRAY AVE
Joe Paul	JOE PAUL	668 GRAY AVE
Delia D. Buffington		639 N. Oliver
Delia D. Buffington		639 N. Oliver

NO to "PROJECT CLEVELAND"

B. 5
R-PZD 12-4079 (N.W. Corner
of W. Cleveland St. & Hall Ave./
Project Cleveland)
Page 136 of 226

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Jeff and Lisa Gearhart 533 No. Razorback Rd 72701
Charles & Carolyn Hughes 1945 W. Halsell Rd 72701
Joe Green 1704 W. Halsell Rd. 72701
Barbara E. Taylor, 1599 W. Halsell Road, Fay. AR 72701
Kathleen Simon 460 Oliver Ave Jay AR 72701
Michael Kanders 460 N. OLIVER AVE FAY, AR 72701
Joyce Williams 924 Hall Ave Fayetteville AR 72701
Joyce Williams 924 Hall Ave FAYETTEVILLE AR 72701
* John Fawcett 2104 Wren Cir. Fayetteville AR 72701
* Charlotte Fawcett 2104 Wren Cir. Fayetteville AR 72701

* NOT IN NEIGHBORHOOD AS DESCRIBED

NO to "PROJECT CLEVELAND"

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Susan M Johnson	48 North Sang Ave	Fayetteville
Greg Parker	634 N Oliver Ave	Fayetteville
Ernest C. Simpson	409 N. Oliver	Fayetteville
Tim King	177 W Halsell	Fayetteville
JAMES STORAUH	774 N. Ashwood	Fayetteville
VICKY STORAUH	774 N. ASHWOOD	Fayetteville
Garry Malley	872 N. Lewis	Fayetteville,
Martha Malley	872 N. Lewis	Fayetteville
Marquette Bruce	741 N. Lewis	Fayetteville, AR. 72701
BOB KOHLER	695 N GRAY AVE	FAY, AR 72701
Stacey Park	1636 W. Maple St.	Fayetteville
Burt Park	1636 W. Maple St.	FAY. 72701
Nancy McArthur	1638 W. Maple St.	Fayetteville 72701

NO to "PROJECT CLEVELAND"

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HTTK Gray M. Ginnale 400 W. Cleveland
Carolyn D. Banks CAROLYN BANKS 1109 SUNSET
Nelda Janzen Nelda Janzen 1495 Sunset Place
David + Pamela Hallin 1476 SUNSET RL.
Jackie + Bill Cunningham 1611 Halsell Rd.
William + Joyce Feldman 16 N. Song Ave
James M. Steele 1875 HASKELL HEIGHTS

NO to "PROJECT CLEVELAND"

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* Patricia Smith	1110 N. Valley View	Fayetteville, AR 72701	
* Eric Smith	1110 N. VALLEYVIEW DRIVE	FAYETTEVILLE, AR 72701	Eric Smith
* Allison Mertins	24 S. Hartman	Fayetteville 72701	Allison Mertins
* William Mertins	24 South Hartman	Fayetteville 72701	William Mertins
* 1223 Hope St	1223 Hope St	Fay 72701	
* 1223 Hope St.	1223 Hope St.	Fay 72701	
* 2447 Fox Trail	2447 Fox Trail	Fay 72703	
* 217 Harry Hallard	217 Harry Hallard	Fay 72701	
* 302 N. Steiner	302 N. Steiner	Fay 72701	
* 1139 Sunset Dr.	1139 Sunset Dr.	Fay 72701	
* 1139 N. Sunset Dr.	1139 N. Sunset Dr.	Fay 72701	
* 1126 Sunset Dr.	1126 Sunset Dr.	Fay 72701	
* 1126 Sunset DR	1126 Sunset DR	Fay 72701	
* 1401 W. Vista	1401 W. Vista	Fay 72701	
* 1010 Sunset Dr.	1010 Sunset Dr.	Fayetteville, AR 72701	
* 1010 Sunset	1010 Sunset	Fay. AR 72701	

* NOT IN NEIGHBORHOOD AS DESCRIBED

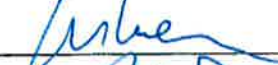
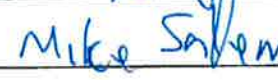
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Please vote **NO** on "Project Cleveland" and help us preserve the historic University Heights neighborhood!

MICHAEL HEGARTY		1948 W. ARCHER DR FAYETTEVILLE AR 72701
Elaine Blowers		1879 W. Archer Dr, Fayetteville AR 72701
Kenn Blowers		1879 W. Archer Dr. Fayetteville 72701
Heath Stacey		1708 W. Osage Bend Dr. Fayetteville 72701
Mike Salem		1727 W. Osage Bend, Fayetteville, 72701

City Clerk - Comments regarding Project Cleveland

From: "Burt H. Bluhm" <bbluhm@uark.edu>
To: "city_clerk@ci.fayetteville.ar.us" <city_clerk@ci.fayetteville.ar.us>
Date: 6/4/2012 10:37 PM
Subject: Comments regarding Project Cleveland
CC: "dlorahlynn@yahoo.com" <dlorahlynn@yahoo.com>

Dear City Council,

I feel compelled to write a follow-up letter expressing my serious concerns about Project Cleveland. I am a resident (and homeowner) on Hall Avenue, a member of the faculty of the U of A, and am raising my two young daughters within a hundred yards or less of the proposed development. I firmly believe that Project Cleveland will negatively impact the surrounding neighborhood, and that serious thought should be given to whether or not this type of development is what Fayetteville needs at this time. In earlier comments to the planning committee, I outlined some of the specific concerns and issues that I think need to be explored before Project Cleveland is approved. My core concern is that this project is too big for this location at the present time; once it is built, it cannot be unbuilt.

In response to some of the public comments in support of this project: let's please not obscure the issue at hand with sweeping generalizations about urban development in Europe and other U.S. cities. I have traveled extensively throughout the world, and it should go without saying that what works regarding residential zoning in Berlin, Paris, Charlotte NC, or Washington, D.C, cannot be generically applied to Fayetteville, AR. Let's please not lose sight of the issue to be discussed: whether this specific development is the right decision at this specific place, at this specific time. "Rumors" about the future growth of student enrollment at the U of A and vague concerns about the whether the University would even be interested in developing this particular location (or whether the University could obtain the legal standing to do so, for that matter) are rhetorical straw men. As a resident of Hall Avenue, I am not fundamentally opposed to development on this block, including future development by the U of A rather than the private sector. As an employee of the U of A, frankly I trust the University to do a better job with long-term property management than the private sector, and I do not understand arguments that Project Cleveland is in some way better than a University housing project at the same location. I cannot speak for all of my neighbors, but I am not personally motivated by trepidation of change; I welcome wise development in our city, including the property in question. However, I believe that Project Cleveland is too big for the location in question, and in light of other recently approved projects near campus, I believe this project will contribute to a housing glut near campus that would have far-reaching and long-lasting negative consequences for the neighborhood as well as Fayetteville as a whole.

I trust that City Council will approach this decision cautiously and will give serious consideration to the concerns expressed by residents and homeowners who will be most immediately affected by this proposed development. There should be no rush to develop this location: given the onslaught of comments in opposition to Project Cleveland, and the dearth of comments in support, it seems to me that the wisest course of action would be to halt or extensively modify this proposed development.

Sincerely yours,

Burt Bluhm

930 N. Hall Avenue

Fayetteville, AR

From: Jesse Fulcher
To: City Clerk
Date: 6/5/2012 8:22 AM
Subject: Fwd: Re: Support FOR Project Cleveland

>>> Justin Eichmann <rreichmann@gmail.com> 6/4/2012 11:49 PM >>>
Mr. Lolley, we haven't met but since I was copied on your email I thought I would drop you a line. I disagree with the conclusion of your email, but I couldn't help but agree more with these sentences that you wrote:

this type of density, these walkable, transit oriented developments are
> brand new to Fayetteville. We really haven't anticipated this type of
> density at this scale, or identified the most appropriate locations for
> this density in our 2030 Plan. We should go back and consider an overlay
> district that clearly identifies precisely where we wish to see these types
> of development in the future.

You put your finger on exactly the point of the opposition to this project- the city hasn't seen this type of density at this scale, and certainly hasn't considered the locations (or precisely where) these type of developments should be placed. Project Cleveland is certainly not in and of itself offensive, but the particular location is.

Up until recently, most of the recent student housing developments have been approved for locations with direct access to major arterials and in locations where surrounding uses, transitions and zoning are appropriate to its impact, use and density. Project Cleveland is comprised of 3 lots zoned RSF-4 with RSF-4 zoned properties and uses (UHNA) directly adjacent....not to mention it is cornered on a local street and a collector street which are not as suited to bear more traffic burden than is already cast upon it by University developments.

Should this project seek a new location just a short walk northward on Hall St. to a location on Wedington Dr. (perhaps on the parcels directly behind Harps Grocery Store which are currently for sale) or on the northeast side of the corner of Cleveland and Garland which is all zoned RMF-40 and are mostly yearly student rentals, then I would agree that a development of this nature could be an appropriate endeavor and one that I might support.

Despite all of the virtues and benefits of infill developments, planning decisions approving such developments should not be made in a vacuum to the location, the surrounding zoning/uses and the impact on infrastructure.

Though the Hill Street neighborhood area where you reside is zoned mostly RMF-40, I'm sure you would agree that there are locations which are appropriate and not appropriate for a highly dense development. For the most part, that is our argument with Project Cleveland.

Anyway, I have copied Mr. Garner on this email to add it to the record.

Though I respectfully disagree with parts of you email, I am sincere about my agreement with your suggestion to consider an overlay district to deal with with these planning issues. I think you will find other kindred spirits in our neighborhood on this very issue as well.

Regards,

Justin Eichmann
648 N. Gray St.

On Mon, Jun 4, 2012 at 11:16 AM, Mikel Lolley <mikel.lolley@gmail.com>wrote:

> Dear City Council,

>

>

> My name is Mikel Lolley. I live at 20 S. Hill Avenue, Ward 2, where I
> have lived and invested for nearly 29 years. We are located in a
> neighborhood, opposite the campus from the proposed Project Cleveland. We
> share many of the same issues as the University Heights neighborhood.

>

>

> Fayetteville certainly has experienced phenomenal growth over the last 30
> years. Our city within the city, the University of Arkansas has also
> experienced phenomenal growth. All indications are that both,
> Fayetteville and the UofA will continue to experience radical
> transformational growth. The growth is here, whether we will it or not. We
> can affect its character, but we cannot alter this inevitability.

>

> And so this is where I find myself with Project Cleveland. Granted -
> this type of density, these walkable, transit oriented developments are
> brand new to Fayetteville. We really haven't anticipated this type of
> density at this scale, or identified the most appropriate locations for
> this density in our 2030 Plan. We should go back and consider an overlay
> district that clearly identifies precisely where we wish to see these types
> of development in the future.

>

>

>

> I understand the resistance to change. I understand the trepidation when
> confronted with something new and unfamiliar, such as Transit Oriented
> Development. But anyone who has traveled, will recognize this density,
> and recognize this building type. This density is thru-out Europe and
> characterizes many of our most beloved American Cities -- cities like
> Washington DC, Alexandria, Virginia, New Orleans, Charlette, North
> Carolina, Savanah, Georgia, Portland, Oregon -- cities that have managed to
> retain their walkable historic cores, and yet thru appropriate in-fill and
> greater density, add to the diversity, the vitality, and the overall
> richness of their walkable urban cores. Anyone who has traveled has
> marveled at the vitality that this diversity brings to the city.

>

>

> I am here because I believe that this project will enrich the immediate
> neighborhood and the City as a whole. I believe that Project Cleveland
> is utterly reasonable. I believe that Project Cleveland has the legal
> right to be realized as proposed. I believe that Project Cleveland is
> good for Fayetteville, good for the University of Arkansas, and even good
> for the University Heights Neighborhood. I believe in this developer. I
> trust Seth Mims. I have watched this developer visit with the neighbors,
> solicit their concerns, and modify, significantly, this proposed

> development based upon those concerns.
>
>
> Seth has brought to Fayetteville a caliber of developers from out of State
> who are committed to a long-term return on their investment, and in lieu of
> development on the cheap. Why would we turn this developer, or this
> quality of development away, and wait for what? What type of development
> are we waiting for? Better than what? What is there? What is proposed?
>
>
> Supposing that this development does not get built in the short term,
> and the neighborhood decides to wait-it-out for something better? The
> University with their thirst for more student housing adjacent to campus is
> an inevitable future. I have heard rumor of a student enrollment of
> 28,000 over the next several years. The UofA will simply 'take' this
> same property to build their desperately needed student housing. Would
> you rather the UofA cross Cleveland? Or, would you rather partner with
> the private sector and the City of Fayetteville and participate in the
> inevitable, like you have done with Project Cleveland? I think that to
> deny this project is short sighted. I implore the University Heights
> neighborhood to look further into the undeniable future for the inevitable
> growth in the University of Arkansas and in Fayetteville and ensure that
> this neighborhood gets the amenities that should come with this type of
> growth, things like traffic calming, added parking, better sidewalks,
> crosswalks, updated and improved infrastructure.
>
>
> Project Cleveland should 'NOT' be denied. Strategic Planning has
> recommended 'FOR' it. The Planning Commission has voted 7 to 1 in favor
> of it. The City-at-large voted 'FOR' smart growth on two separate
> occasions in the 2025 Plan and the 2030 Update. I urge the City and its
> citizens to stick to the Plan. Project Cleveland goes above and beyond
> prescription and expectation as outlined in our 2030 Plan.
>
>
> We would welcome Project Cleveland into our neighborhood and maintain our
> neighborhood in private hands, where we would have much more of a say in
> what gets built, how it adds to the overall vitality of our immediate
> neighborhood, and how it gets managed and maintained over time.
>
>
> Sincerely, Mikel C Lolley
>

City Clerk - comment on Project Cleveland

From: "Vitaly B. Brazhkin" <VBrazhkin@walton.uark.edu>
To: "city_clerk@ci.fayetteville.ar.us" <city_clerk@ci.fayetteville.ar.us>
Date: 6/5/2012 9:29 AM
Subject: comment on Project Cleveland
CC: "Vitaly B. Brazhkin" <VBrazhkin@walton.uark.edu>

To Whom It May Concern:

I would like hereby to submit my objection to and serious concern over project Cleveland, because it does not have a sufficient setback from the streets to ensure safety.

The proposed housing, if built, will clearly be occupied by students who are predominantly younger people associated with immature behavior.

As an example, on a Razorback sporting event day last year a group of young people, presumably students, while driving at full speed on Hall Ave, threw a full can of beer at my daughter who was standing in the front yard in front of our home. Given the speed of the car, the beer can turned into a dangerous projectile. They missed narrowly. Thanks to a witness who remembered the license plate, we called 911, and the police came to investigate. While we decided not to file the charges in the end because my daughter was shocked but not hurt, this case clearly shows that young people behave immaturely and dangerously, particularly on days of sporting events, their behavior possibly affected by alcohol. If the building is built without a sufficient setback, all sorts of stuff will be thrown out of the windows. Younger people have been known to behave particularly aggressively towards fans of opposing teams. So there is real danger to passers-by and passing cars below. There isn't a single multistory residence hall on campus without a sufficient setback from the street to guarantee that car accidents due to things thrown out the window will not happen. Project Cleveland should be held to the same standard. It must have sufficient setbacks from both Cleveland and Hall, so that eggs, beer cans and heavy trash cannot hurt anyone when thrown out of the windows. It is unrealistic to expect younger people to behave maturely at all times. However, it is my expectation that the city council should consider this situation and show wisdom by requiring the developer/builder make sufficient setbacks from both streets to guarantee safety at all times.

Sincerely,

Vitaly Brazhkin
Owner/Resident
880 N Hall Ave

City Clerk - comment #2 on Project Cleveland

From: "Vitaly B. Brazhkin" <VBrazhkin@walton.uark.edu>
To: "city_clerk@ci.fayetteville.ar.us" <city_clerk@ci.fayetteville.ar.us>
Date: 6/5/2012 9:51 AM
Subject: comment #2 on Project Cleveland

To Whom It May Concern:

I would also like to call your attention to the necessity of a sufficient setback from the street for reasons of safety due to falling snow from the roof so that the heavy melting snow does not fall on the sidewalk and passers-by below.

Thanks,
Vitaly Brazhkin

City Clerk - Halsell & Cleveland PZDs

From: Nancy McCartney <nmccartn@hotmail.com>
To: <city_clerk@ci.fayetteville.ar.us>
Date: 6/5/2012 2:46 PM
Subject: Halsell & Cleveland PZDs

For all the eloquent reasons expressed by others who have written, I am not happy with either proposal, but especially the Cleveland expansion. There is already a terrible amount of traffic there, with convoluted patterns at the 7:45 am hour (I avoid Leverett let-out at the other end of the day) which is not good for pedestrians, car drivers nor especially the children. Please reconsider. We've already lost one school child in University Heights.

Nancy McCartney
1638 West Maple
Fayetteville, AR 72701
521-6872

Lisa Branson - Fwd: [Form mail from AccessFayetteville] - cleveland and hall development

From: City Clerk
To: Aldermen
Date: 5/29/2012 1:26 PM
Subject: Fwd: [Form mail from AccessFayetteville] - cleveland and hall development

Hello All

Additional information was added to this email and resent to webmaster.

*City of Fayetteville
Office of the City Clerk
113 W. Mountain
Fayetteville, AR 72701
479-575-8323
city_clerk@ci.fayetteville.ar.us*

TDD (Telecommunications Device for the Deaf): (479) 521-1316



>>> Webmaster 5/29/2012 11:10 AM >>>

Webmaster
www.accessfayetteville.org
City of Fayetteville, Arkansas
webmaster@ci.fayetteville.ar.us

>>> <prbriney@gmail.com> 5/29/2012 10:18 AM >>>

From: Patrick Briney

Email: prbriney@gmail.com

To: mayor@ci.fayetteville.ar.us

Subject: cleveland and hall development

Message:

Dear Mr. Jordan,

Regarding the Mims apartment development at Cleveland and Hall Avenue, I would like the commission to consider very important deficiencies that already exist on the part of the city engineer's office and the planning commission.

I live at 760 N. Cedarwood Avenue, west of Hall Avenue on a dead-end side street off of Cleveland Street. I also own two properties at 816 and 824 Hall Avenue. When the Fayetteville engineers 'improved' Hall Avenue over nine years ago, they narrowed my driveways, took out side yard parking, posted 'no parking on street' signs, and tilted the street to channel water runoff through my driveways and into my properties. I am the victim of poor city planning and lack of compensation. You can find a video (<http://www.youtube.com/watch?v=gbB8KVAutuQ>) of the flooding problems I face every year in spite of my nine years of verbal and written complaint. Photos can be viewed at

<https://plus.google.com/photos/112106380521780888826/albums/5580383908610212881>. My foundations are eroding, I have had to replace two rusted motors for the heater blower, the underside of the floors are always moist, the yards have been ruined, and access to and from the driveway requires wading through a river of water pouring off of Hall Avenue. The water rises above the curb and rushes down not only through my driveways but the front and back yards as well.

This has direct bearing on your consideration of the Mim's apartment complex. First, Hall Avenue has been narrowed and parking is not allowed. Congestion is a real problem caused by the narrowness of the street as can be seen when Leverett Elementary school parent's are dropping off or picking up children. Traffic flow patrols are required to minimize the chaos on Hall Avenue and Cleveland.

Adding 222 new units for a potential of 444 drivers plus guest automobiles will cause perpetual congestion on a narrow street. This is unfair to the residents and landowners on Hall Avenue and of those who use Cleveland street. It devalues our properties and lowers the quality of living. It is especially unfair to me because I have already been victimized by the city of Fayetteville. For nine years, the city engineers have failed to remedy the problems I have already listed, and there has been no reimbursement for damages to my properties.

Second, the additional parking and construction of the proposed project will add to the flood problem on Hall street. My properties are already being used illegally by the city for runoff. They have turned a deaf ear to my plight and ignored my nine years of complaint. The You Tube video is an embarrassment to the city of Fayetteville, yet they shamelessly delay remedy. Approval of the Mim's apartment complex will increase the runoff onto the street and into my properties adding to the problem rather than fixing the problem.

Approval of the Mim's development is relegating the area to the campus especially from 824 Hall to the corner of Hall and Cleveland. This is unfair to the land owners and residents who already live there. If the commission deems that this is the best use for this area, then all property owners in the area should be given just compensation for their properties, lost income, damages, and inconvenience. However, this does not relieve both the automobile and pedestrian congestion on Cleveland Street that will occur between the apartment complex and campus property. Subjecting the residents who use Cleveland Street for access is inconsiderate and irresponsible.

Personally, I have been abused by the city of Fayetteville's use of my property for flood control at my expense, the lost convenience of parking space, the persistent failure to remedy the flooding problems and the neglect to reimburse me for damages in spite of nine years complaint. Adding to the persistence of the abuse by the city of Fayetteville by allowing the Mim's development to occur as proposed is reprehensible.

Sincerely,
Pat Briney

PLANNING COMMISSION MINUTES MAY 14, 2012

R-PZD 12-4079: Residential Planned Zoning District (N.W. CORNER OF W. CLEVELAND ST. & HALL AVE./PROJECT CLEVELAND, 443): Submitted by MCCLELLAND CONSULTING ENGINEERS, INC. for property located at the NORTHWEST CORNER OF WEST CLEVELAND STREET AND HALL AVENUE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE, and contains approximately 2.71 acres. The request is for zoning, land use and large scale development approval for a Residential Planned Zoning District with 122 multi-family dwellings.

Jesse Fulcher, current planner, read the staff report.

Seth Mims, applicant, stated that they were trying to create a walkable, urban development, designed to meet the goals of City Plan 2030. The project was aimed at collegiate housing for university workers and students. Most of the residents will walk or bike due to the proximity to campus, and due to the cost to park in another location on campus. The project has been modified greatly since the first submittal, and we have added in a pocket park and tree preservation areas that will be open to the public. We will use low impact development standards in the landscaped areas. The second traffic study that was just completed confirmed the findings of the first study. We will be installing 10' cross-walks at the intersections and included lights in the cross-walks for added visibility. We feel that this project provides an appropriate transition between the university and the neighborhood. The university is growing and new housing needs to be provided. This will also get students out of the existing neighborhoods, and reduce carbon emissions by reducing vehicle trips from those neighborhoods. The project will be LEED certified and will be safe housing, with secure parking in a traditional town form.

Marty Matlock, neighbor, commended the developers for working with the community, but there are three main concerns; 1) safety at the street intersections with so many elementary students and existing problems with Cleveland Street; 2) the scale of the building is too much, there is already a transition provided by the existing apartment complex; and 3) they aren't providing an appropriate transition between land uses.

Kenneth Garner, neighbor, stated that he owns 6 acres behind the houses on Hall Avenue. The addition of this development to the housing that will be provided in Reid and Hotz Halls when they are converted back into student housing, will ruin my quality of life.

Maria Williams, neighbor, stated that more student housing isn't needed, and that there is already a transition provided by the existing apartment complex. Students won't have to drive to school, but they will drive to other locations.

Janet McCullum, neighbor, stated that she doesn't see how raised intersections will help; they don't work on Block Street. How will emergency responders address this much density. There are only 421 parking spaces for 450 beds. On street parking shouldn't be allowed and overflow parking will end up on the elementary school property. There will also be more wrecks at Hall and Wedington, because you can't see west very well.

Susan Gardner, neighbor, stated that she was opposed to the development; concerned with safety of pedestrians and smokers from campus. The 450 students that will live in development will create too much traffic and the proposed street improvements will not help.

Commissioner Chesser asked about the bedroom count per unit.

Mims stated that there will be a mixture of bedroom counts.

Commission Chesser asked if the traffic study looked at the times of trips.

Mims stated that the study did evaluate times throughout the day, including peak AM, peak school PM and peak PM times.

Fulcher clarified where the level of service was being reduced.

Commission Chesser stated that he lives in the neighborhood and will be walking a child to the elementary school as well. The on street parking will increase safety for pedestrians and reduce vehicular speeds. Supports the building design.

Commissioner Honchell asked about the classification of Razorback Road.

Chris Brown, City Engineer, stated that it is state HWY 112 up to Maple Street, and is a local street from there to Cleveland.

Commission Honchell noted that it was a nice project and complimentary to future expansion in the area.

Commissioner Winston asked about residents using the school property to park.

Fulcher stated that the school was private property.

Commission Winston asked about the amount of parking spaces.

Mims described the parking spaces, scooter and bike spaces that will be provided.

Fulcher read over the parking requirements for multi-family development and stated that this proposal was well within code requirements.

Commission Winston stated that the project was appropriate, with increase density around the university, and that the street improvements will help with existing and projected traffic conditions.

Commission Chesser discussed how the increased density, on-street parking, and street improvements will improve safety and reduce speeds.

Commission Cook stated that the pedestrian and street improvements were good, and the climbing lane will be a benefit. The changes to the building height and size are an improvement. The existing zoning of the site is odd in this location. Hopefully, future multi-family development will not extend further beyond this site. The proposal is consistent with the future land use plan.

Motion:

Commissioner Honchell made a motion to forward **R-PZD 12-4079** to the City Council with a recommendation for approval finding in favor of recommendations 1, 2, and 3, and all other conditions. **Commissioner Hoskins** seconded the motion. **Upon roll call the motion passed with a vote of 7-1-0 (Commissioner Pennington voting 'no' and Commission Cabe absent).**

Project Cleveland

planned zoning district application **PZD 12-4079**



MAY 17, 2012

DEVELOPER

specialized
REAL ESTATE GROUP

1200 SHIPLEY ST.
PO BOX 33
SPRINGDALE, AR 72764
479.927.003

REPRESENTATIVE

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Fayetteville, AR 72701
479.455.577

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

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... at current ownership information.



Property 1: Fadil Bayyari Trust is the current property owner and there is a pending sale of the property to Specialized Real Estate Group.

2025 Creekview #B
Fayetteville, AR 72704

Property 2: Linda Berry Trust 1 is the current property owner and there is a pending sale of the property to Specialized Real Estate Group.

PO Box 565
Johnson, AR 72741

Property 3: Charles + Marianne Baxter are the current property owners and there is a pending sale of the property to Specialized Real Estate Group.

805 N. Hall Avenue
Fayetteville, AR 72701



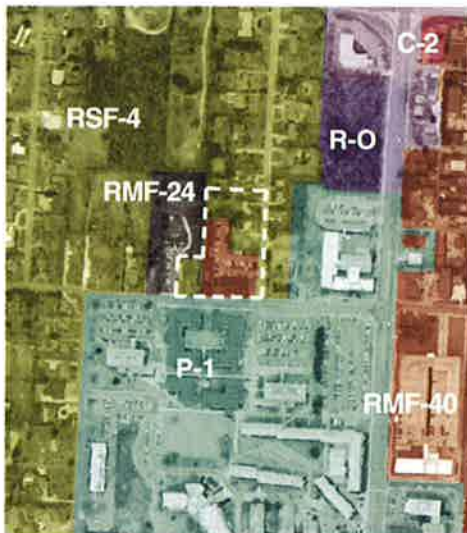
map of ownership.



B. project summary

The subject property is located on the northwest corner of Cleveland Street and Hall Avenue, address 1220 West Cleveland Street. It contains 2.71 acres with 5 individual lots currently owned by three different owners with a pending sale to Specialized Real Estate Group.

The property to the west is zoned RMF-24, the property to the north is zoned RSF-4, the property to the east is zoned RSF-4 with an adjacent P-1 zone (Leverett Elementary School), and the property to the south is zoned P-1 (University of Arkansas Campus).



local zoning map.



walkscore: 75 *Very Walkable*
www.walkscore.com

This proposed Planned Zoning Development seeks to identify, prioritize, and appropriately remedy a recognizable zoning gap within the thoughtful and progressive zoning districts within the City of Fayetteville. Along the University of Arkansas edges and corridors there are significant areas of scale and use transitions that could ultimately result in more positive transects with the introduction of a new planned zoning district that is outlined within this document: Campus Edge Zoning District.

The proposed district allows for the required density to make development practical and viable combined with architectural scale transitions that are uniquely and appropriately addressed based on the site constraints and general context within the fabric of the city. These goals are achieved by creating a zoning district that is balanced by utilizing an existing zoning district, Downtown General, and eliminating inappropriate commercial uses while increasing the height limit along the institutional edges of the property. This allows for a better transition within the immediate context around the University of Arkansas. Design standards will adhere to the same qualities that are mandated in the City of Fayetteville Downtown Design Overlay District, further expanding the overall aesthetic and material quality further into the built environment of our city.

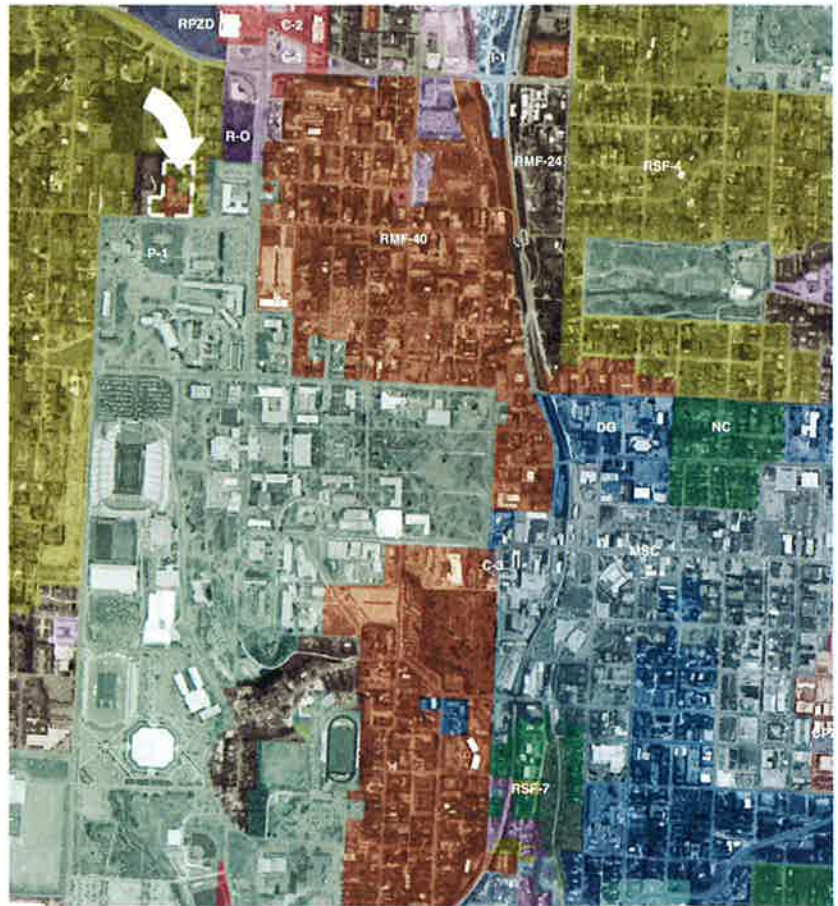
Ultimately, this project will reinforce and expand the goals of the Fayetteville 2030 plan, provide attainable, safe, modern living and amenities, and become another sustainable site/building example by meeting a minimum of LEED Silver certification. Furthermore, this project will reduce commuting traffic and city infrastructure expansion by avoiding typical sprawl development in favor of dense, walkable infill. All of these attributes are combined to provide a development that fulfills the growing need for attainable multifamily housing in the City of Fayetteville.

our developmental philosophies:

- ↖ multifamily options that encourage walking and are on established transit routes are better than sprawl
- ↖ good development adhering to good design standards is a better option for the neighborhood than what could be built under current zoning by right
- ↖ 'sustainability' is not just a buzz word when good basic site and building design principles are actually being used to benefit people, planet, and profit, the promised low impact development site strategies and the track record of this development team supports this stance.

our developmental attributes:

- ↖ we are conserving land
(parking garage, high density, small site, no sprawl)
- ↖ we are conserving, controlling, and filtering storm water
(bioswales, raingardens, underground detention, rainwater
harvesting for irrigation and fixing existing stormwater runoff
problems on adjacent parcels)
- ↖ we are reducing energy consumption
(LEED certified construction efficiency in density)
- ↖ we are reducing carbon emissions and traffic congestion
(less commuter traffic more resource efficient density)
- ↖ we are pulling students out of single family neighborhoods
(and putting them 50 feet across the street from the U of A)
- ↖ we are providing safe student housing
(secure access to the parking garage, apartments, and on-
site amenities)
- ↖ we are respecting traditional town form
(stoops, wide sidewalks with trees, green spaces, and lower
building heights adjacent to single family homes)
- ↖ we are adhering to Transit Oriented Development
(bus route, walkability)



area zoning map.



... to general project concept



1. street + lot layout.

There is a single lot type in Project Cleveland consisting of multifamily units along all street fronts with a parking garage wrapped by residential building and an interior courtyard. This project potentially could house a neighborhood coffee shop, small market or sidewalk cafe on the ground floor near the courtyard entrance on Hall Avenue that would primarily serve the residents of this property, the neighborhood and adjacent University of Arkansas dormitories.

Other tenant clubhouse/amenities are proposed for the interior of the building, near the east side. These amenities would provide indoor fitness, gathering, and lounge spaces along with an exterior pool and terrace.

Access to the parking garage is from the east on Hall Avenue. Fire lanes will be on two sides: south and east.

2. site plan showing proposed improvements.

The site plan illustrates the disposition of the building on the site and shows the location of new sidewalks, trees, and other improvements. Please refer to the Civil plats for additional improvements information.

Sanitary sewer, storm sewer, and water lines will all be built and deeded to the City of Fayetteville, along with all necessary right-of-ways.

3. buffer areas.

There are no additional provided buffer areas on the site outside of what is required to meet the provisions of the Unified Development Code.

4. tree preservation areas.

Trees located on the west/southwest corner and northwest corner of the project site will be protected and preserved according to Title XV of the Unified Development Code, Chapter 167: Tree Preservation and Protection, as shown on tree preservation drawings.

No trees located on adjacent properties will be removed.

5. storm water detention areas + drainage.

The development will not increase the amount of storm runoff from the site to the adjacent properties more than currently exists. Runoff on the site will be detained underground in the courtyard area. The runoff will be released at a rate such that the peak runoff is not increased due to the development. The runoff will discharge into existing storm drainage along Hall Avenue.

6. undisturbed natural areas.

There are no undisturbed natural areas on site.

7. existing + proposed utility connections and extensions.

Approximately 312 LF of the existing 6" waterline running west from the intersection of Cleveland Street and Hall Avenue will need to be upgraded to an 8" waterline. Additionally, approximately 460 LF of existing 6" waterline running northward from the intersection of Cleveland Street and Hall Avenue would need to be upgraded to a 12" waterline.

The existing 6" sanitary sewer line that runs north/south on Hall Avenue will need to be upgraded to an 8" sanitary sewer line. This upgrade would need to occur from the intersection of Wedington Drive, south to Project Cleveland's northeast property corner (approx. 915 LF).

8. development + architectural design standards.

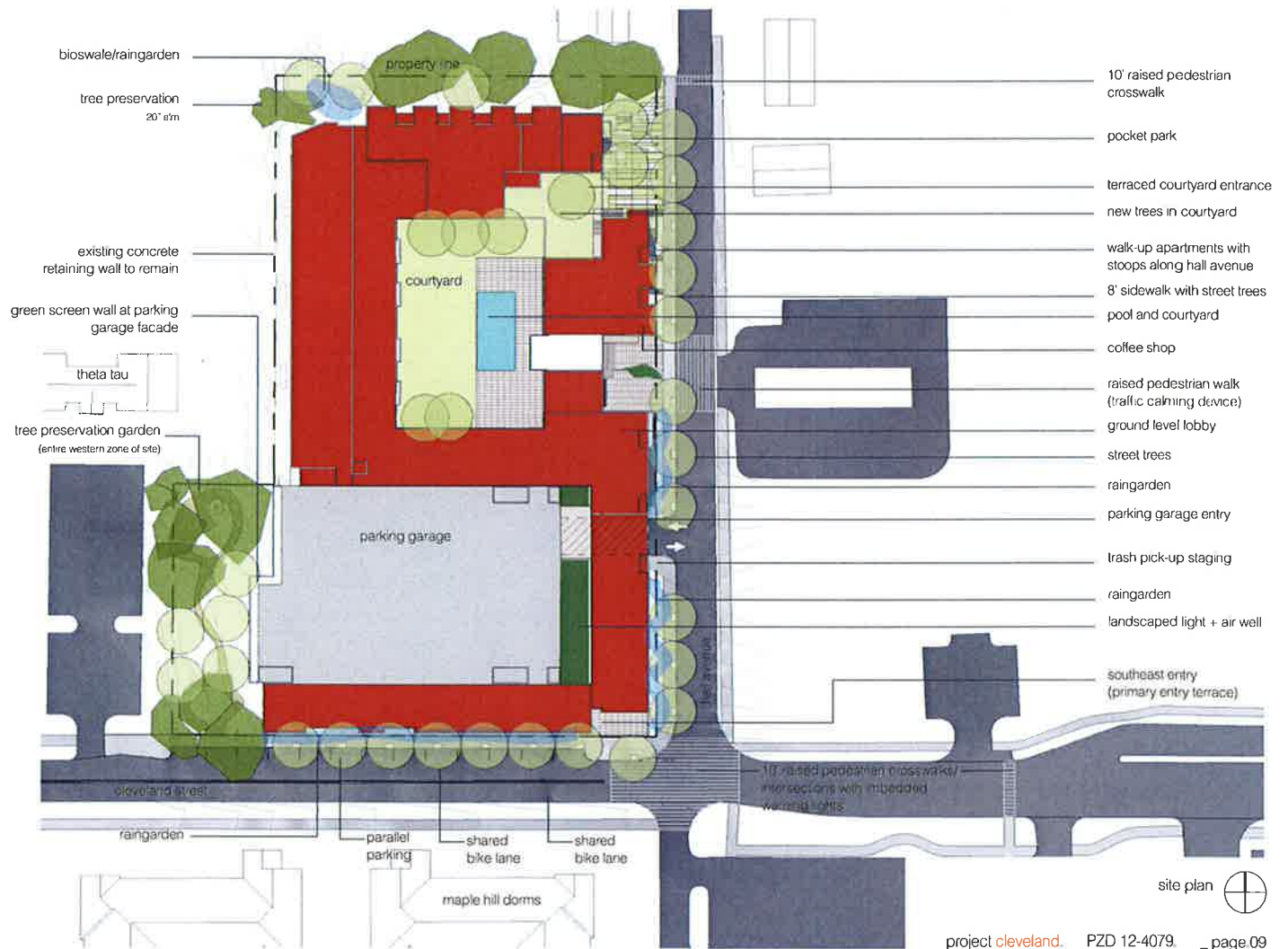
This multi-family development is currently designed for 122 units, 450 beds.

The project adopts a modern aesthetic appropriate to its scale and location within the city. Clean lines, clearly defined volumes, and precise arrangement of the elements relative to local topographic conditions of the site characterize the architectural design.

Development and Architectural Standards are provided in the Zoning Criteria for the Planning Area.

9. building elevations.

See proposed building elevations + perspective views on pages 10-14.





material options:



gray brick



gray + white stucco



rainscreen panel system options:
composite metal, terracotta panel, cement fiberboard panel



cedar siding



architectural concrete



green screen



north elevation.



west elevation.

*these views are in-process perspectives, subject to change



view looking south along hall.

*these views are in-process perspectives, subject to change.



view looking west from the intersection of cleveland and hall.

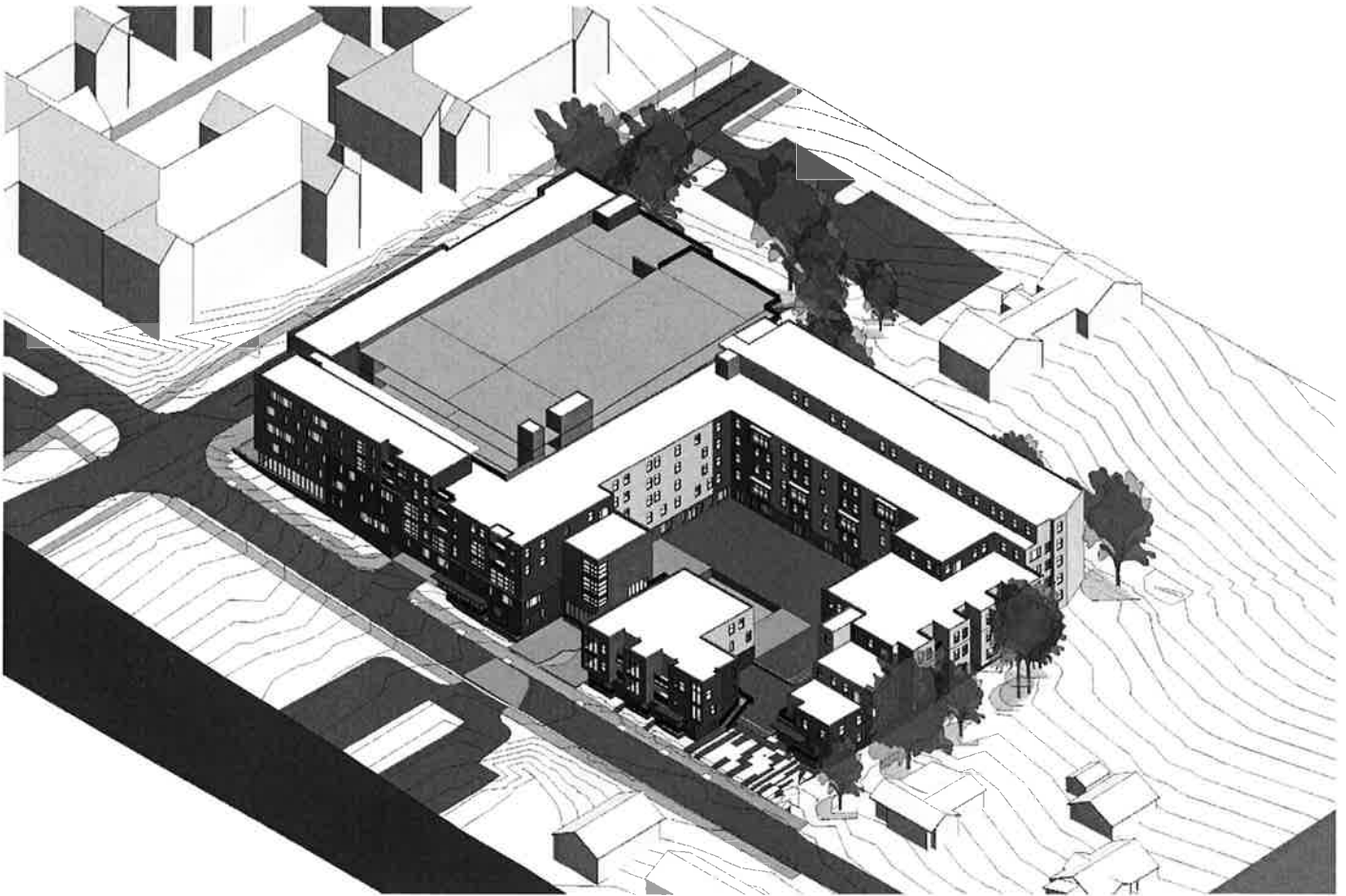
*these views are in-process perspectives, subject to change.



view looking northeast along cleveland street.



aerial view from the northeast.

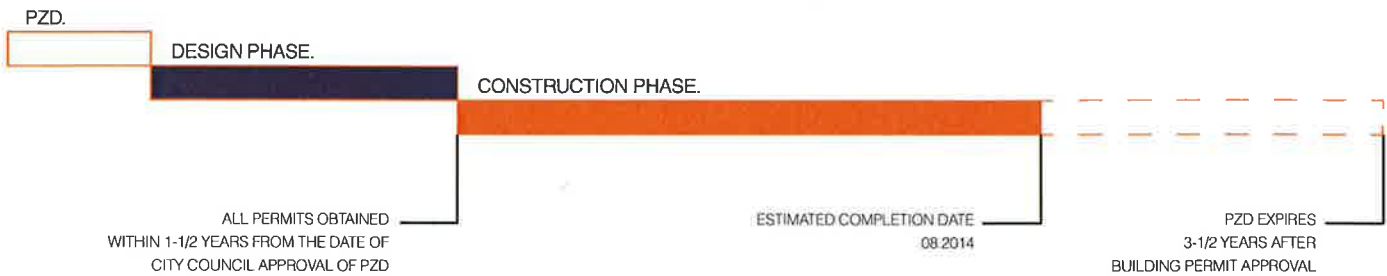


axon view from the northeast.

d. proposed development phasing + time frame



Since this is essentially a single-building proposal, this project will consist of one phase. The project will be constructed in totality through the estimated time frame of the proposal. All permits necessary to begin construction shall be obtained within one-and-a-half years from the date of city council approval of the PZD. A final certificate of occupancy shall be obtained within three-and-a-half years from the building permit approval.



phasing + time frame diagram.

... a proposed planning area (PA).



There will be only one planning area proposed in this
PZD: PA.1: Campus Edge.

PA.1: CAMPUS EDGE

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

CONDITIONAL USES

- unit 4: cultural + recreational facilities
- unit 12: limited business
- unit 13: eating places
- unit 15: neighborhood shopping goods
- unit 40: sidewalk cafes

DENSITY

none

LOT WIDTH MINIMUM

dwelling (all unit types)

18 ft.

LOT AREA MINIMUM

none

LAND AREA PER DWELLING UNIT

n/a

REQUIRED SETBACKS [see diagram on page 19]

- front build-to zone from front property line to 25'
- side 10'
- rear 0'

MINIMUM BUILDABLE STREET FRONTAGE

50% of lot width

HEIGHT REGULATIONS [see diagram on page 19]

60 ft. maximum

LANDSCAPING

In accordance with the City of Fayetteville Unified Development Code.



PA map.



PARKING

In accordance with the City of Fayetteville Unified Development Code.

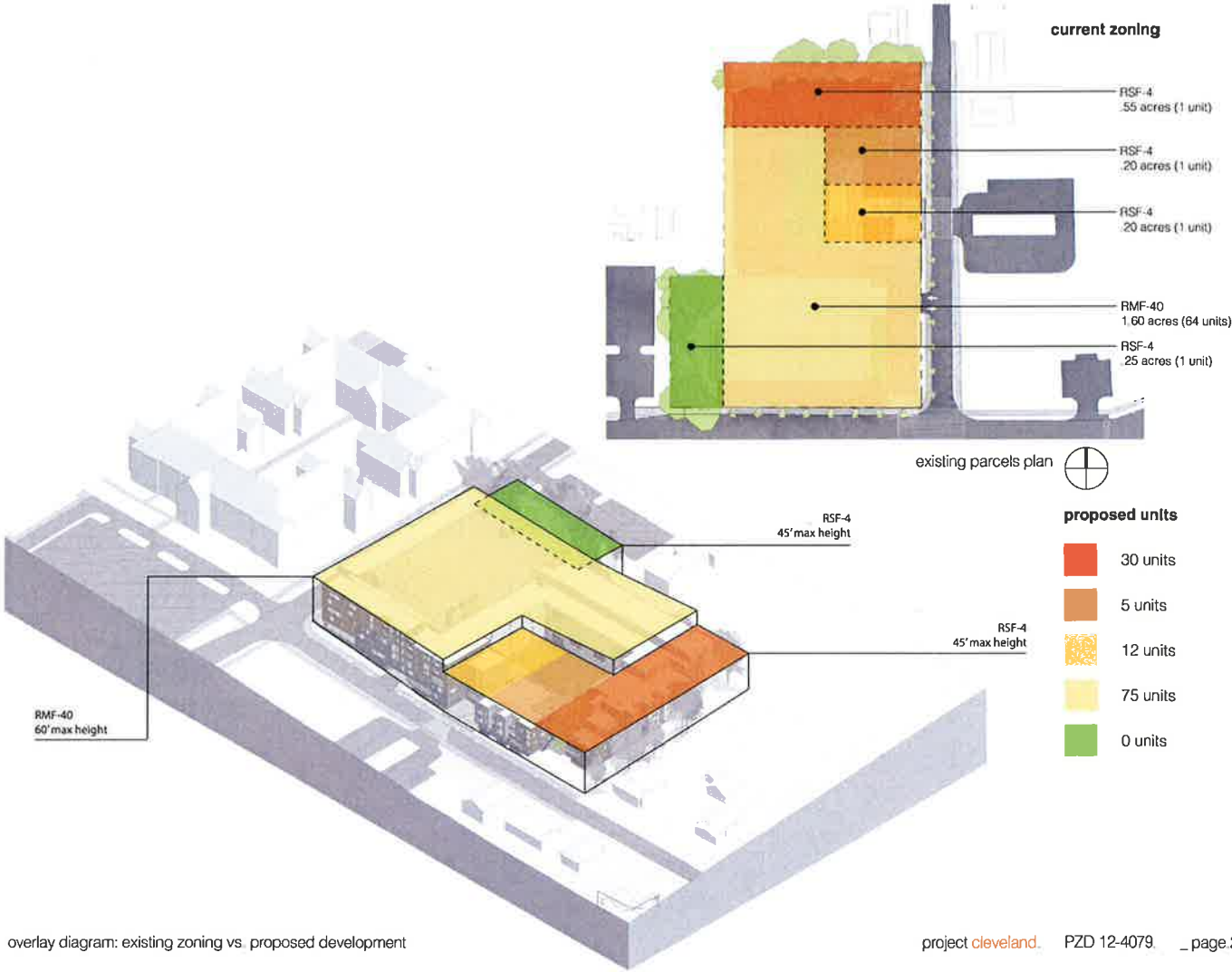
ARCHITECTURAL DESIGN

All structures shall be designed and constructed to comply with the architectural design standards of the PA-1 Planning Area and all Downtown General design standards.

SIGNAGE

In accordance with the City of Fayetteville Unified Development Code Chapter 174 requirements for multi-family districts.





proposed zoning + development standards

Permitted uses will consist mostly of all residential dwelling types, with conditional uses being that of cultural and recreational facilities, eating places, neighborhood shopping goods, and sidewalk cafes.

There will be no maximum density and no lot area minimums. The lot width minimum for all dwelling unit types will be 18 feet.

The required front setback will be a build-to zone from the front property line to 25 feet into the site. The front of the property is referring to the sides facing Cleveland Street and Hall Avenue. The sides of the property will have a required setback of 10 feet. The sides of the property are referring to those property lines facing west towards Theta Tau. The rear will have no required setback. The rear of the property is referring to the side to the west of the building, facing north. [see the required setbacks diagram on page 19]

The minimum buildable street frontage will be 50% of the lot width on each street facing facade.

Height restrictions on all sides will be a uniform maximum of 60 feet above projected existing grade plane to top of occupied spaces.

All structures shall be designed and constructed to comply with the architectural design standards of the PA-1 Planning Area, Downtown Design Overlay District, and all City design standards.

The landscaping, parking, and signage will all be installed in accordance with the City of Fayetteville Unified Development Code.



aerial photo + diagram of surrounding area.



g. zoning comparison + analysis of
site characteristics.



ZONE	RSF-4 [portion of current zoning]
PERMITTED USES	unit 1: city-wide uses by right unit 8: single-family dwellings unit 41: accessory dwellings
CONDITIONAL USES	unit 2: city-wide uses by CUP unit 3: public protection + utility facilities unit 4: cultural + recreational facilities unit 5: government facilities unit 9: two-family dwellings unit 12: limited business unit 24: home occupation unit 36: wireless communications facilities
DENSITY	4 or less single-family units, 7 or less two-family units
LOT WIDTH MINIMUM	single-family 70 ft single-family [hillside overlay district] 60 ft two-family 80 ft two-family [hillside overlay district] 70 ft
LOT AREA MINIMUM	single-family 8,000 sq. ft. single-family [hillside overlay district] 8,000 sq. ft. two-family 12,000 sq. ft. two-family [hillside overlay district] 12,000 sq. ft.
LAND AREA PER DWELLING UNIT	single-family 8,000 sq. ft. single-family [hillside overlay district] 8,000 sq. ft. two-family 6,000 sq. ft. two-family [hillside overlay district] 6,000 sq. ft.

REQUIRED SETBACKS	front 15 ft side 5 ft rear 15 ft
MINIMUM BUILDABLE STREET FRONTAGE	none
HEIGHT REGULATIONS	45 ft maximum existing structures shall be grandfathered in

ZONE	RMF-40 (portion of current zoning)
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.
CONDITIONAL USES	unit 2: city-wide uses by CUP unit 3: public protection + utility facilities unit 4: cultural + recreational facilities unit 5: government facilities. unit 11: manufactured home park unit 12: limited business unit 24: home occupation. unit 25: professional offices. unit 36: wireless communications facilities.
DENSITY	40 units or less.
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
LOT AREA MINIMUM	manufactured home park 3 acres lot within a manufactured home park 4,200 sq. ft. townhouses: development individual lot 10,000 sq. ft. single-family 6,000 sq. ft. two-family 6,500 sq. ft. three or more 8,000 sq. ft. fraternity or sorority 1 acre
LAND AREA PER DWELLING UNIT	manufactured home park 3,000 sq. ft. townhouses + apartments no bedroom 1,000 sq. ft. one bedroom 1,000 sq. ft. two or more bedrooms 1,200 sq. ft. fraternity or sorority 500 sq. ft. per resident

REQUIRED SETBACKS	front build-to zone of 10-25 ft side 8 ft rear 20 ft
MINIMUM BUILDABLE STREET FRONTAGE	50% of lot width
HEIGHT REGULATIONS	60 ft. maximum. 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

ZONE	DOWNTOWN GENERAL [for comparison purposes]
PERMITTED USES	unit 1: city-wide uses by right unit 4: cultural + recreational facilities unit 5: government facilities unit 8: single-family dwellings unit 9: two-family dwellings unit 10: three-family dwellings unit 13: eating places unit 15: neighborhood shopping goods unit 24: home occupations unit 25: offices, studios, + related services unit 26: multi-family dwellings
CONDITIONAL USES	unit 2: city-wide uses by CUP unit 3: public protection + utility facilities unit 14: hotel, motel + amusement services unit 16: shopping goods unit 17: transportation trades + services unit 19: commercial recreation, small sites unit 28: center for collecting recyclable materials unit 36: wireless communications facilities unit 40: sidewalk cafes
DENSITY	none
LOT WIDTH MINIMUM	dwelling (all unit types) 18 ft.
LOT AREA MINIMUM	none.
LAND AREA PER DWELLING UNIT	n/a.

REQUIRED SETBACKS	front build-to zone from front property line to 25 ft. side none. rear 5 ft. rear, from center line of alley 12 ft.
MINIMUM BUILDABLE STREET FRONTAGE	50% of lot width.
HEIGHT REGULATIONS	4 stories or 56 ft. (whichever is less)

ZONE	PA.1: CAMPUS EDGE	
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.	
CONDITIONAL USES	unit 4: cultural + recreational facilities unit 12: limited business. unit 13: eating places unit 15: neighborhood shopping goods. unit 40: sidewalk cafes.	
DENSITY	none	
LOT WIDTH MINIMUM	dwelling (all unit types)	18 ft
LOT AREA MINIMUM	none	
LAND AREA PER DWELLING UNIT	n/a	

REQUIRED SETBACKS	front build-to zone from front property line to 25' side 10' rear 0'
MINIMUM BUILDABLE STREET FRONTAGE	50% of lot width
HEIGHT REGULATIONS	60 ft building height maximum above projected existing grade plane to top of occupied spaces.

analysis of site characteristics.

Project Cleveland's site is bounded on two sides by existing streets. To the east is Hall Avenue and to the south is Cleveland Street.

The property slopes from the south to the north and is currently covered in a mix of apartments, single-family homes, and a sparatic tree canopy. There are no tributaries or drainage ways on site besides the swale along the north edge of the property, which runs west to east.

Located just north of the University of Arkansas Campus and just west of Leverett Elementary School, the site has views towards the Maple Hill dormitory complex and Hotz Hall to the south, as well as views east and north of existing homes, and west towards the Theta Tau house.

iv recreational facilities, open space + accesses



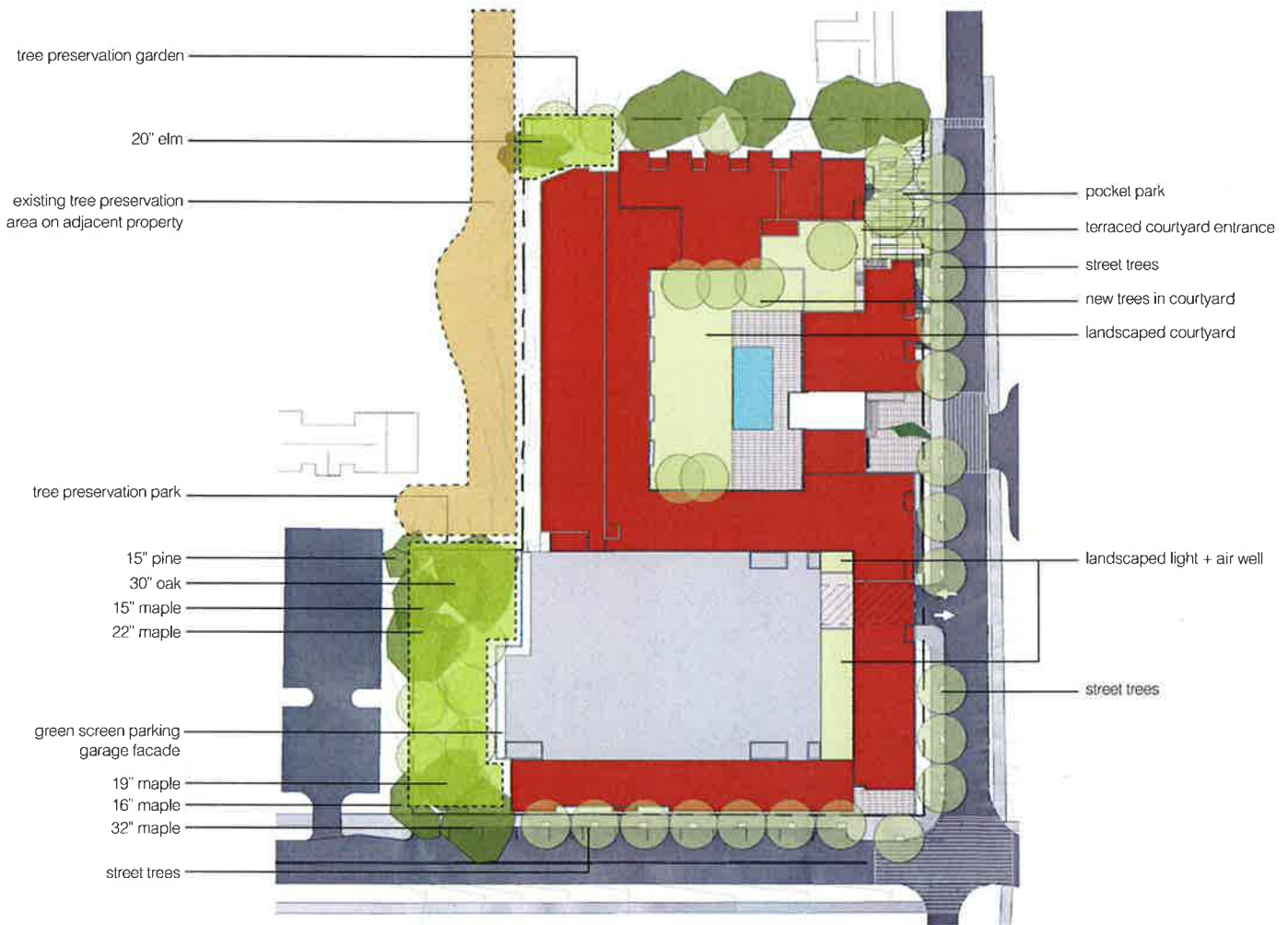
This project proposes two new greenspaces, one at the tree preservation garden that occupies the western portion of the property, and one on the north-east corner of the property, adjacent to Hall Avenue. These open areas will be accessible and usable by tenants as well as neighbors. These are not specifically dedicated parks, but will be maintained by the development for the greater benefit of the neighborhood.

City of Fayetteville public parks and open areas exist within ready access to this project, including Asbell Park, Wilson Park, Agri Park, Hotz Park, and Old Main Lawn at the University of Arkansas. Large areas of the university campus also serve as a greenspace. This project is within close proximity to bike trails such as Scull Creek Trail, Frisco Trail, and Oak Ridge Trail.

v reason for requesting zoning change



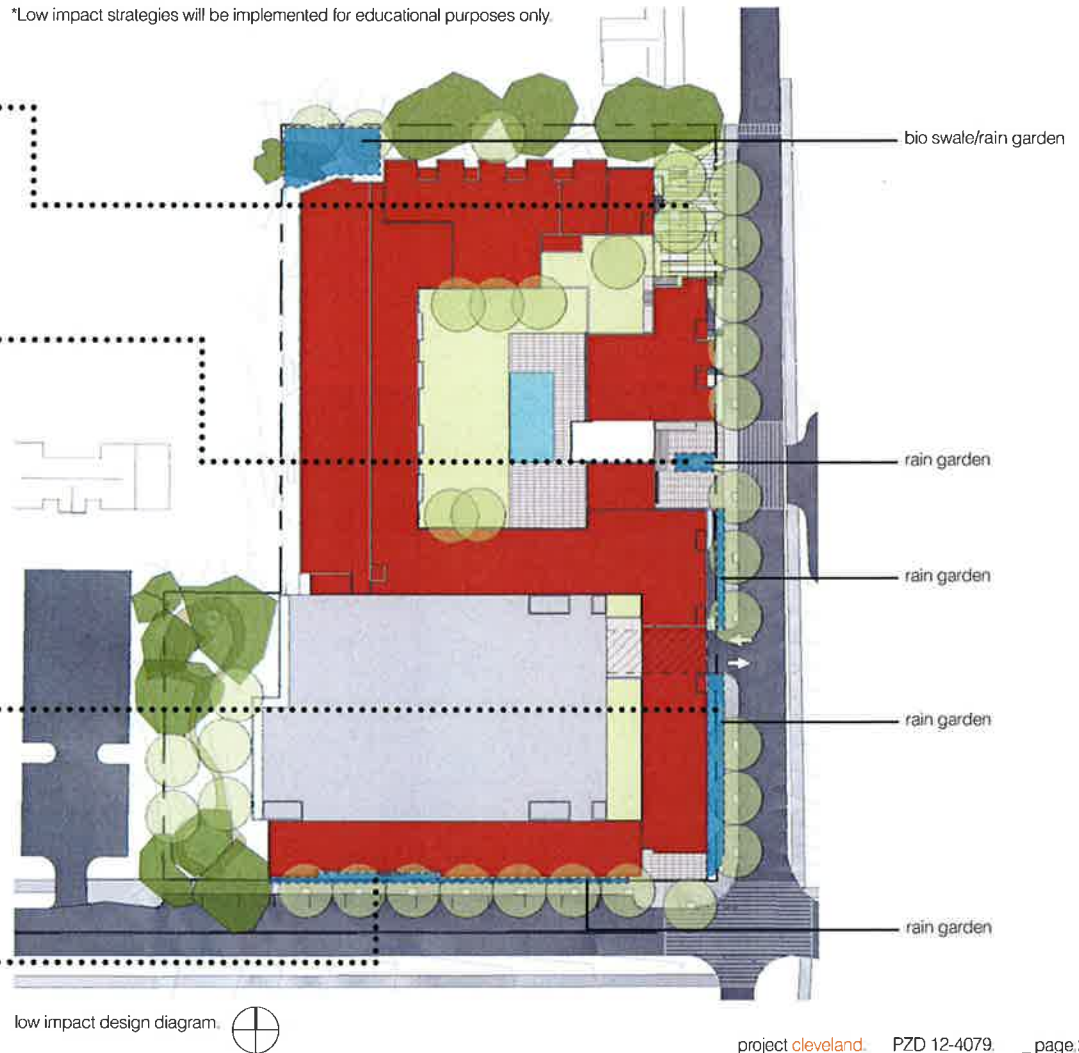
A development such as Project Cleveland would not be possible under other zoning districts. There currently exists a gap in the existing city zoning that does not properly address sites adjacent to the University campus. This Campus Edge zone requires an advantageous density in order to best utilize the site. The project designers wish to present current and future residents some of the lifestyle amenities that the Fayetteville 2030 City Plan provides by encouraging pedestrian street life yet in a more appropriately urban manner.



tree preservation garden + outdoor space diagram. 



*Low impact strategies will be implemented for educational purposes only.



low impact design diagram. 

Relationship to the existing + surrounding properties



To the west is the Theta Tau house along with other single-family residences, to the north are single family residences. Adjacent to the east are single-family rentable homes as well as Leverett Elementary School. Further to the east are approximately four square blocks of multi-family structures. Directly across the street to the south is the large University of Arkansas campus dormitory complex, Maple Hill, and the nine story dormitories Hotz Hall and Reid Hall.

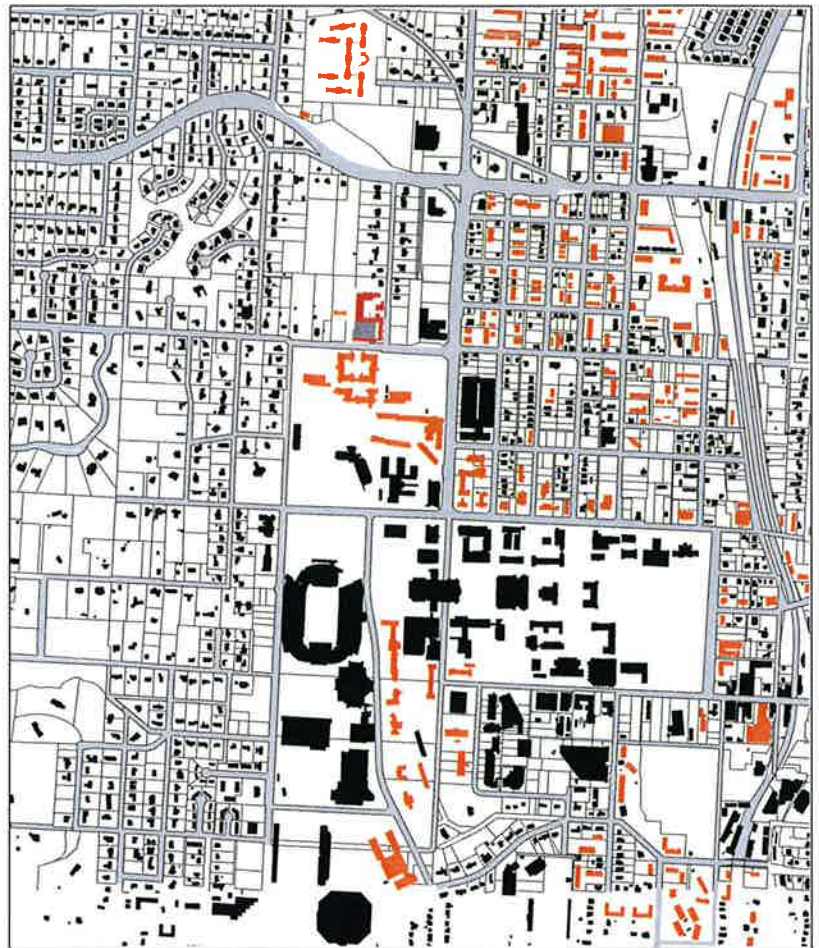
Project Cleveland will solidify the corner of Cleveland Street and Hall Avenue, and address the rather large presence of the Maple Hill, Hotz Hall, and Reid Hall dormitories. The facade of these streets will be solid and consistent when adjacent to larger institutional zones, while scale will be gradually broken down when adjacent to more residential zoning and buffered with landscape screening systems. The building will be a safe and pleasant distance from the street and feature sidewalks and landscaping.

The traffic will access Project Cleveland from Hall Avenue traveling north from Cleveland Street. The majority of traffic from Cleveland Street will be from the east, but there will be a smaller amount from the west. This will be in accordance with the UDC access management.

All signage is to comply with the City of Fayetteville Unified Development Code.



figure ground of surrounding neighborhood.



project cleveland.
multi-family housing.

figure ground of greater campus area.



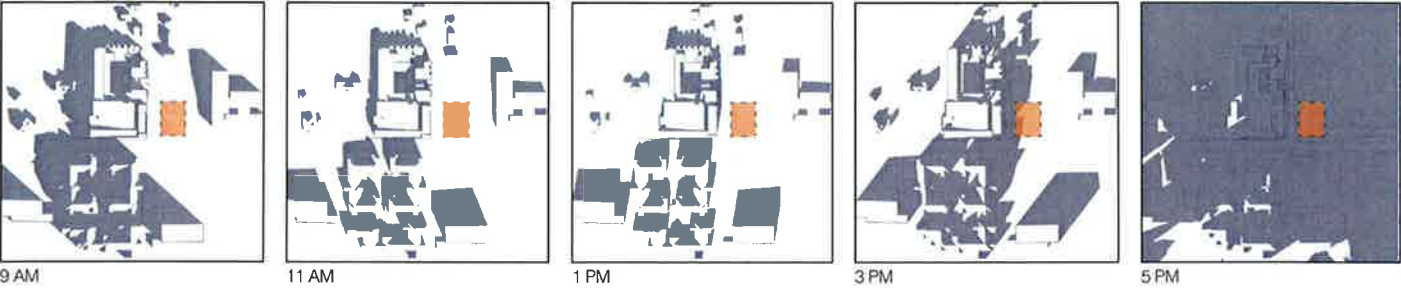


east elevation with site context + height comparison.

shadow study | summer solstice



shadow study | winter solstice



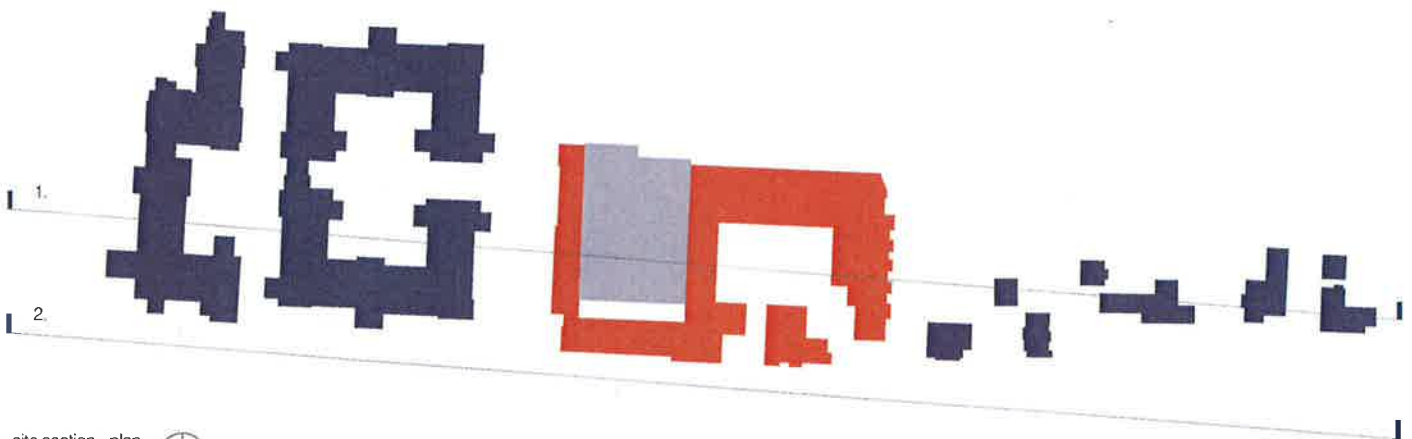
 leverett elementary school playground area



1. site section running north/south through maple hill dormitory, project cleveland, + homes on hall avenue - looking west



2. site section running north/south through hall avenue - looking west



site section - plan





project cleveland



campus edge diagram



university of arkansas garland center

The Campus Edge Zone provides an appropriate connection between two different, yet compatible land uses, one being the dense University of Arkansas campus, and the other being the lower density housing areas which surround the campus. This zone allows for larger massing to be situated near campus with that massing reducing in scale and height as it moves toward lower density areas. The materials also transition from institutional to more residential types.



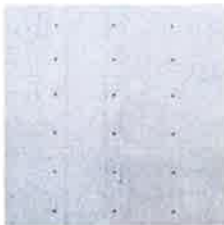
rainscreen



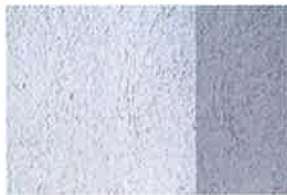
operable glazing



storefront glazing



architectural concrete



stucco



wood

institutional palette



residential palette



dark brick



light brick

material transitions



a. 824 n. hall ave



b. 816 n. hall ave



c. 800 n. hall ave



d. 1164 w. cleveland ave



e. 1220 w. cleveland ave ★



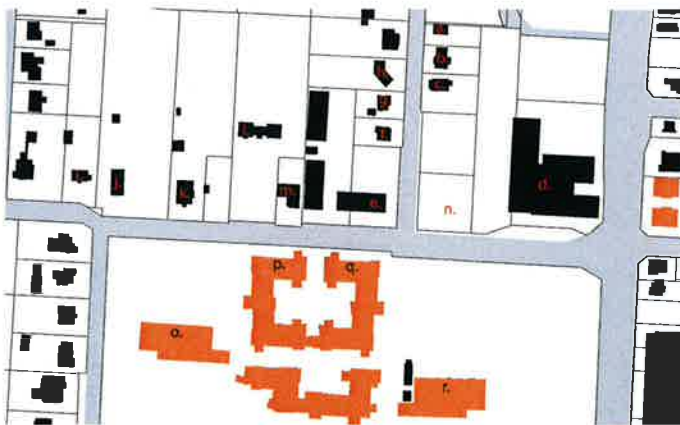
f. 725 n. hall ave ★



g. 727 n. hall ave ★



h. 805 n. hall ave ★





i. 1400 w. cleveland st.



j. 1338 w. cleveland st.



k. 1326 w. cleveland st.



l. 1322 w. cleveland st.



m. 1236 w. cleveland st. ★



e. 1220 w. cleveland st. ★



n. 1164 w. cleveland st.



d. 1100 w. cleveland st.



o. 1175 n. garland ave.



p. 1261 w. cleveland st.



q. 1263 w. cleveland st.



r. 1365 w. cleveland st.

★ indicates building is currently occupying the project cleveland site.

... in compliance with the Fayetteville City Plan 2030.



CITY OF FAYETTEVILLE PLANNING GOALS.

GOAL 1 We will make appropriate infill and revitalization our highest priorities.	Project Cleveland's infill strategy will provide a more appropriate density for this Campus Edge zone by utilizing the property to its correct potential. More units in close proximity to the University and other neighborhood services will encourage even more appropriate development and revitalization right where it is needed.
GOAL 2 We will discourage suburban sprawl.	Project Cleveland discourages suburban sprawl by concentrating residential population near the center of the city and near the University campus, encouraging more revitalization in this area, and decreasing traffic and infrastructure expansion demands on the rest of the city.
GOAL 3 We will make traditional town form the standard.	Project Cleveland encourages the values of traditional urban life by encouraging pedestrian activity through a street-level cafe or coffee shop and relegating parking and building services to the interior of the building.
GOAL 4 We will grow a livable transportation network.	Project Cleveland encourages the use of alternative transportation methods by being directly on the Razorback Transit route, being in close proximity to the University campus, being in close proximity to bike trails, and providing appropriately scaled and usable sidewalks.
GOAL 5 We will assemble an enduring green network.	Project Cleveland contributes to the green network of Fayetteville by advancing the development of the Campus Edge zone as having tree-lined streets, rich landscape elements, a planted courtyard, and various elevational green screens. This project will be LEED Silver certified at a minimum.
GOAL 6 We will create opportunities for attainable housing.	Project Cleveland is the definition of attainable housing. Condos and upscale housing units built in the past have caused a large amount of space in the downtown and campus area to remain empty, leaving the city with appropriate density possibilities still unrealized. By providing well designed yet affordable, rentable apartment units directed towards students and young professionals, Project Cleveland is helping to revitalize this area and create the density and liveliness that is more appropriate for this Campus Edge zone.

1: traffic study



Two traffic studies have been completed. The following findings and recommendations are excerpts from pages 31-33 of the study completed by Peters & Associates Engineers, Inc., dated May 10, 2012.

Findings and Recommendations of Traffic Study 01:

- Approximately 1,043 vehicle trips (combined in and out) per average weekday are projected to be generated by the proposed residential student housing land use on this site. Of this total, approximately 75 vehicle trips are estimated during the traffic conditions of the AM peak hour, approximately 85 vehicle trips are estimated during the traffic conditions of the school PM peak hour and approximately 144 vehicle trips are estimated during the traffic conditions of the PM peak hour.
- Capacity and LOS analysis results for existing traffic conditions for the study intersections indicate existing vehicle movements for existing traffic conditions at the study intersections presently operate at what calculates as an acceptable LOS "D" or better for the AM, school PM and typical PM peak hours.
- Capacity and LOS analysis results performed for projected traffic conditions for the AM, school PM and typical PM peak hours for the study intersections indicate vehicle movements at the study intersections are expected to continue to operate at what calculates as an acceptable LOS "D" or better for the worst-case AM, school PM and typical PM peak hours.
- Project Cleveland is along the existing Razorback Transit route. This will facilitate usage by residents and have the effect of reducing vehicular traffic generation.
- The access drive proposed to serve the Project Cleveland development will intersect Hall Avenue only with no direct access via Cleveland Street. Access via Hall Avenue (local street) is better than direct access on higher volume Cleveland Street (Collector) providing fewer non-site traffic volume conflicts with ingress and egress to the site.
- Existing daily volume on Hall Avenue is approximately 860 vehicles per typical weekday (two-way volume). It is expected that approximately 25 percent of the site generated traffic will utilize Hall Avenue, north of the site (an additional two-way volume of approximate 260 vehicles per day). The combined total of the projected 1,120 vehicles per day (two-way volume) on Hall Avenue, north of the site is expected to remain well below the City of Fayetteville Master Street Plan local street service volume of less than 4,000 vehicles per day.
- It is projected that approximately 30 percent of the site generated traffic volumes is expected to enter and exit the proposed site from the west via Cleveland Street. It is assumed that most, if not all, of this traffic from the west will be from or destined to the University of Arkansas facilities, thereby using Razorback Road, west of the site. It is expected that very little, if any, site-generated traffic volumes will likely travel west of Razorback Road via Cleveland Street unless they are destined to a specific location in that area. This travel pattern is consistent with traffic counts made west of the site at Cleveland Roads intersections with Razorback Road, Sunset Avenue and Oliver Avenue.
- It is recommended to construct the site access drives along Hall Avenue to consist of an inbound lane and an outbound lane.
- The new access drive intersection along Hall Avenue must conform City of Fayetteville design standards and will require approval by the City.
- It is recommended to install pedestrian crossing warning signs per the MUTCD for traffic exiting the site drive approaching Hall Avenue. Also, it is recommended to include pedestrian crosswalk markings at the site access drive adjacent to Hall Avenue. Additionally, it is recommended to install a new crosswalk (and required MUTCD signs) across Hall Avenue near the north edge of the site. This could be constructed as a raised crosswalk with embedded LED lights in pavement to also serve to reduce speed by vehicles on Hall Avenue in the vicinity.
- It is recommended that consideration be given to including raised crosswalks with embedded LED lights in pavement enhancements to existing crosswalks along Cleveland Street, between Hall Avenue and Garland Avenue due to the existing high pedestrian activity observed in this area.

The following findings and recommendations are excerpts from pages 07-37 of the study completed by Small Arrow Engineering, LLC, dated May 14, 2012.

Findings and Recommendations of Traffic Study 02:

Existing Conditions.

- The existing signalized intersection at Cleveland Street & Garland Avenue is operating at LOS B with a delay of 19.5 sec/veh for the A.M. peak hour and LOS C with a delay of 28.2 sec/veh for the PM peak hour.
- The intersection of Hall Avenue & Cleveland Street with a single stop control on the south-bound lane operated at LOS A for both the AM and PM peak hours in the undeveloped condition.
- Consideration should be given to removing mid-block crosswalks for improved pedestrian safety.
- Add a "Do Not Enter" sign on the "One Way" sign

Existing + Developed Conditions.

- The signalized intersection of Cleveland Street and Garland Avenue would operate at LOS C with a delay of 22.1 sec/veh for the A.M. peak hour and LOS C with a delay of 28.6 sec/veh for the PM peak hour. When compared to the same time periods without the new development, there is a 2.6 second increase in delay for the AM and a 0.4 second increase in delay in the PM. The intersection of Hall Avenue & Cleveland Street continued to operate at LOS A for both the AM and PM peak hours when stop control was added on the east and west directions for the developed conditions.

At the Hall Avenue and Cleveland Street intersection:

- Adding a 3 to 4 inch high raised table as a traffic calming feature at the intersection or milling the intersection and constructing contrasting pavement colors/types in the intersection and in the crosswalk areas. (ie., Crosswalks could be brick pavers with a colored stamped concrete logo in the intersection.)
- Adding 10 foot wide crosswalks along the west and south sides of the intersection.
- Widening the existing 6 foot wide crosswalks along the north and east sides of the intersection to 10 foot wide crosswalks.
- Adding/Improving lighting in/near the intersection.
- Adding a "Do Not Enter" sign on the "One Way" sign to the university's driveway to add an additional level of enforcement.
- Consideration may be given to adding a crosswalk beacon system.

At the mid-block crosswalks:

- Consideration should be given to removing the crosswalks for safety reasons with those movements moved to either the Hall and Cleveland intersection or the Garland and Cleveland intersection.

Future Conditions (2032):

- The signal at Cleveland Street and Garland Avenue would operate at LOS C with a delay of 26.3 sec/veh for the A.M. peak hour and LOS E with a delay of 69.3 sec/veh for the PM peak hour.
- The intersection of Hall Avenue & Cleveland Street with a single stop control on the south-bound lane operated at LOS B for both the AM and PM peak hours in the future condition.
- Adding a dedicated eastbound left turn lane at the Cleveland Street and Garland Avenue signal should be considered to remove the split timing.

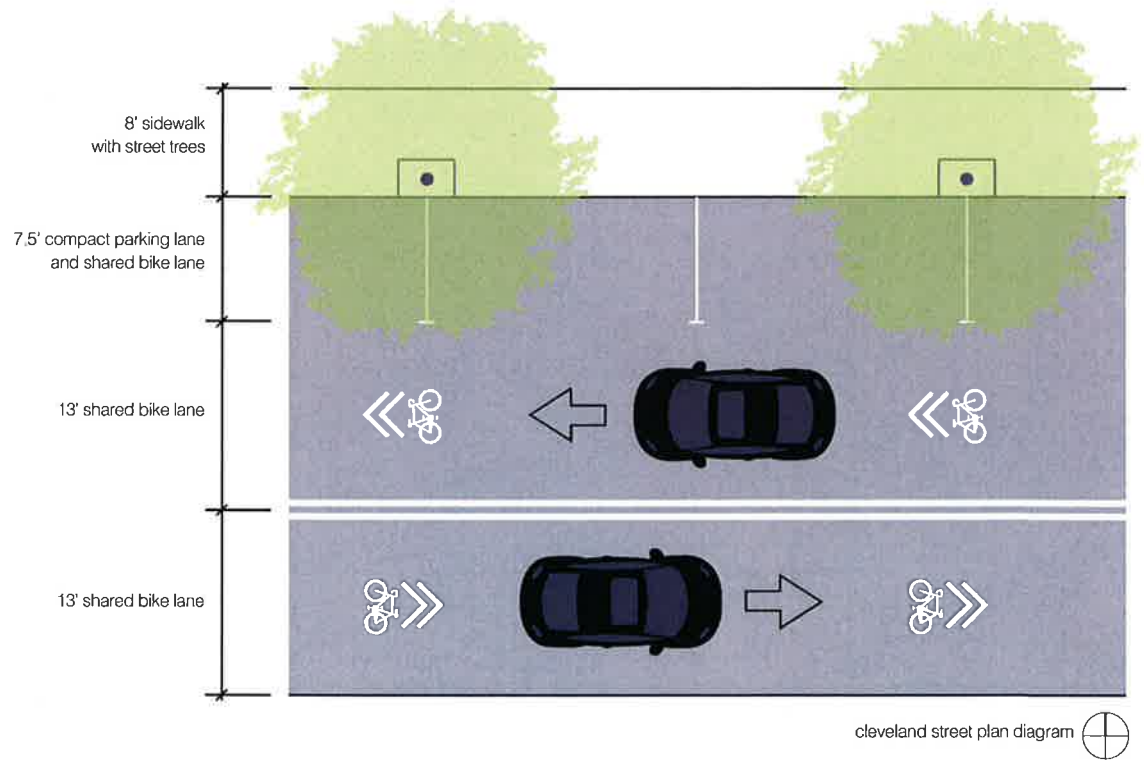
Future + Developed Conditions (2032):

- For the Future (2032) Developed Condition, the existing signal at Cleveland Street and Garland Avenue would operate at LOS C with a delay of 28.9 sec/veh for the A.M. peak hour and LOS E with a delay of 72.2 sec/veh for the PM peak hour.
- The intersection of Hall Avenue & Cleveland Street continued to operate at LOS B for both the AM and PM peak hours when stop control was added on the east and west directions for the developed conditions.



raised intersections, crosswalks, in-road warning lights and traffic calming devices.

project **cleveland**, PZD 12-4079, _page.40



iii. impacts on city services.



Project Cleveland will connect to proposed utility lines and will improve upon existing water and sewer infrastructure to meet city requirements.

Storm water discharge will meet requirements of the City of Fayetteville Unified Development Code & Drainage Manual by use of underground detention with lid strategies.

iv. statement of commitments.



1. + 2. dedication + on or off site improvements.

All public streets along with their associated sidewalks and drainage improvements will be designed and constructed in accordance with The Master Street Plan, City of Fayetteville Code of Ordinances, Title XV Unified Development Code, Chapter 172: Parking & Loading, Chapter 171: Streets and Sidewalks, and Chapter 170: Storm Water Management, Drainage & Erosion Control respectively. All of the above areas will be dedicated to the City, and maintenance will then be provided by the City. Sewer and Water improvements will also be planned and built in accordance with the City of Fayetteville.

3. natural resources + environmentally sensitive areas.

There are no significant natural resources or environmentally sensitive areas on site.

4. project phasing restrictions.

As this is essentially a single building urban typology proposal, there will be only one phase for the project.

5. fire + police protection.

Fire and police protection will be provided by the Fayetteville Fire and Police Departments. The units presented in this PZD are not seen to present any needed increase in protection and service.

Two fire lanes will be provided: one on Cleveland Street and one on Hall Avenue.

6. other commitments imposed by the city.

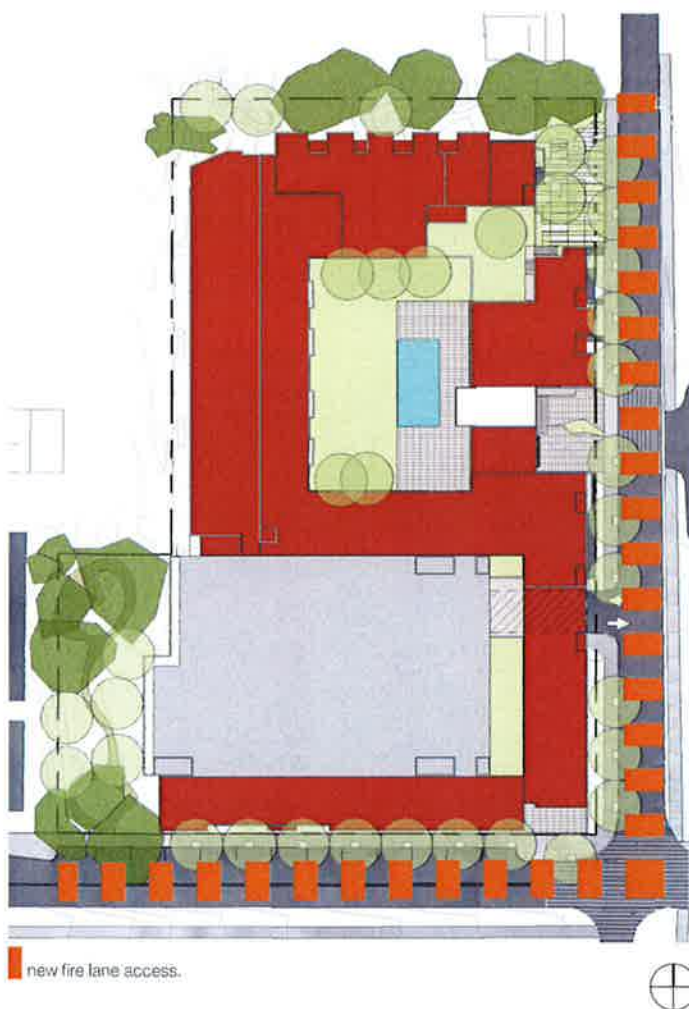
There are currently no other commitments imposed by the City of Fayetteville.

7. parks, trails + open space commitments.

Greenspace requirements will be met for Project Cleveland; tree preservation and protection will be implemented in accordance with the City of Fayetteville Code of Ordinances Title XV Unified Development Code: Chapter 167 Tree Preservation & Protection. Landscaping within Project Cleveland will also be planned in accordance with the City of Fayetteville Landscape Manual, which sets forth the standards and specifications for Tree Preservation, Protection, and Landscaping.

8. proposed preliminary building elevations.

See section "C. 9." on pages 10-11 for proposed building elevations.



... or conceptual description of development standards,
conditions + review guidelines.



1. screening + landscaping.

Trees and other landscape features will be planted as shown on the plats. Trees shall line the public streets of the development in harmony with city codes and requirements. Landscaping will also be consistent with the submitted Landscape Plan.

2. traffic + circulation.

The traffic and vehicle circulation areas will be installed in accordance with the Unified Development Code and per traffic study recommendations.

3. parking standards. [parking diagrams on page 45]

All parking areas will be installed in accordance with section 172 of the Unified Development Code.

The parking garage is concealed on three sides by building and will conform to city requirements for parking garages.

4. perimeter treatment.

All uses of land or structures will meet the open space, buffer, and green strip provisions of the Unified Development Code.

5. sidewalks.

Public sidewalks will be designed and constructed in accordance with the Master Street Plan and Section 171 of the Unified Development Code.

6. streetlights.

Streetlights will be built to the specifications of the Unified Development Code. Custom streetlights will be used as needed.

7. water. [diagram on page 46]

Approximately 312 LF of the existing 6" waterline running west from the intersection of Cleveland Street and Hall Avenue will need to be upgraded to an 8" waterline. Additionally, approximately 460 LF of existing 6" waterline running Northward from the intersection of Cleveland Street and Hall Avenue would need to be upgraded to a 12" waterline. All utilities will be installed according to city requirements.

8. sewer. [diagram on page 46]

The existing 6" sanitary sewer line that runs north/south on Hall Avenue will need to be upgraded to an 8" sanitary sewer line. This upgrade would need to occur from the intersection of Wedington Drive, south to Project Cleveland's northeast property corner (approx. 915 LF).

9. streets + drainage.

The development will not increase the amount of storm runoff from the site to the adjacent properties than currently exists, in fact, existing problems will be remedied. Runoff on the site will be detained underground in the courtyard area. The runoff will be released at a rate such that the peak runoff is not increased due to the development. The runoff will discharge into existing storm drainage along Hall Avenue.

10. construction of nonresidential facilities.

The street level of Project Cleveland will contain a possible coffee shop or sidewalk cafe as both an amenity for the residents as well as an amenity for the surrounding neighborhood. There will also be an amenities club house near the courtyard entrance on Hall Avenue to contain all necessary amenities for the tenants of Project Cleveland.

11. tree preservation.

Tree preservation at Project Cleveland will follow Title XV of the Unified Development Code, Chapter 167. Tree Preservation and Protection.

The required preserved canopy for a PZD is 25%, however only 19.8% is existing. Extensive efforts have been undertaken to maintain and preserve existing trees specifically in areas that lie between this development and adjacent properties. In all, 6.8% canopy is being preserved on site. Nine large species trees will be planted on site to add to current canopy calculations, and an additional sum will be paid into the City's tree escrow account to aid in the maintenance and planting of trees throughout the City of Fayetteville.

12. architectural design standards.

Project Cleveland will comply with the architectural design standards of Title XV of the Unified Development Code, Chapter 166: Development, section 166.21: Downtown Design Overlay District with the following revisions due to the nature of student housing design common in this zone:

- a. We propose the required minimum glass on the first or ground floor to be lowered from 40% to 20%.
- b. We also propose no restrictions on pedestrian access intervals along principal facades.

Both items found in Section E, Exterior Architectural Elements, 7. Opacity and Facades, b. First or Ground Floor Requirements of Any Principal Facade.

13. proposed signage [type and size].

All signage is to comply with the City of Fayetteville Unified Development Code. No pole/pylon signs will be permitted within Project Cleveland. Signage classifications in accordance with the UDC is specified in the zoning criteria for the Planning Area.

14. view protection.

There are no existing threatened views by completion of this project.

15. revocations.

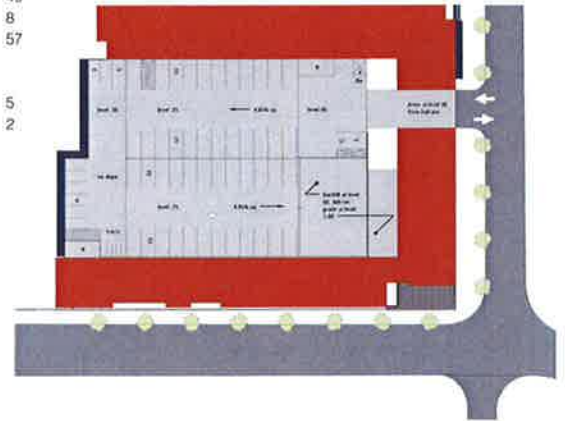
The developer understands causes for revocation and will take all measures necessary to avoid revocation.

16. covenants, trusts + homeowner associations.

No covenants, trusts, or homeowner associations currently exist for this property.

standard spaces: 49
compact spaces: 8
parking provided: 57

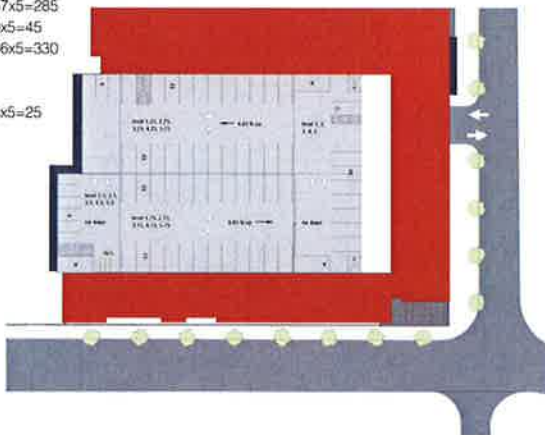
motor/scooter
spaces (m/s): 5
bike racks (br): 2



parking garage diagram - level 00

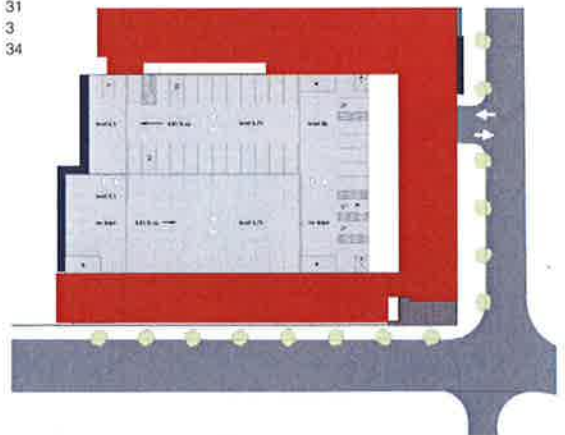
standard spaces: 57x5=285
compact spaces: 9x5=45
parking provided: 66x5=330

motor/scooter
spaces (m/s): 5x5=25

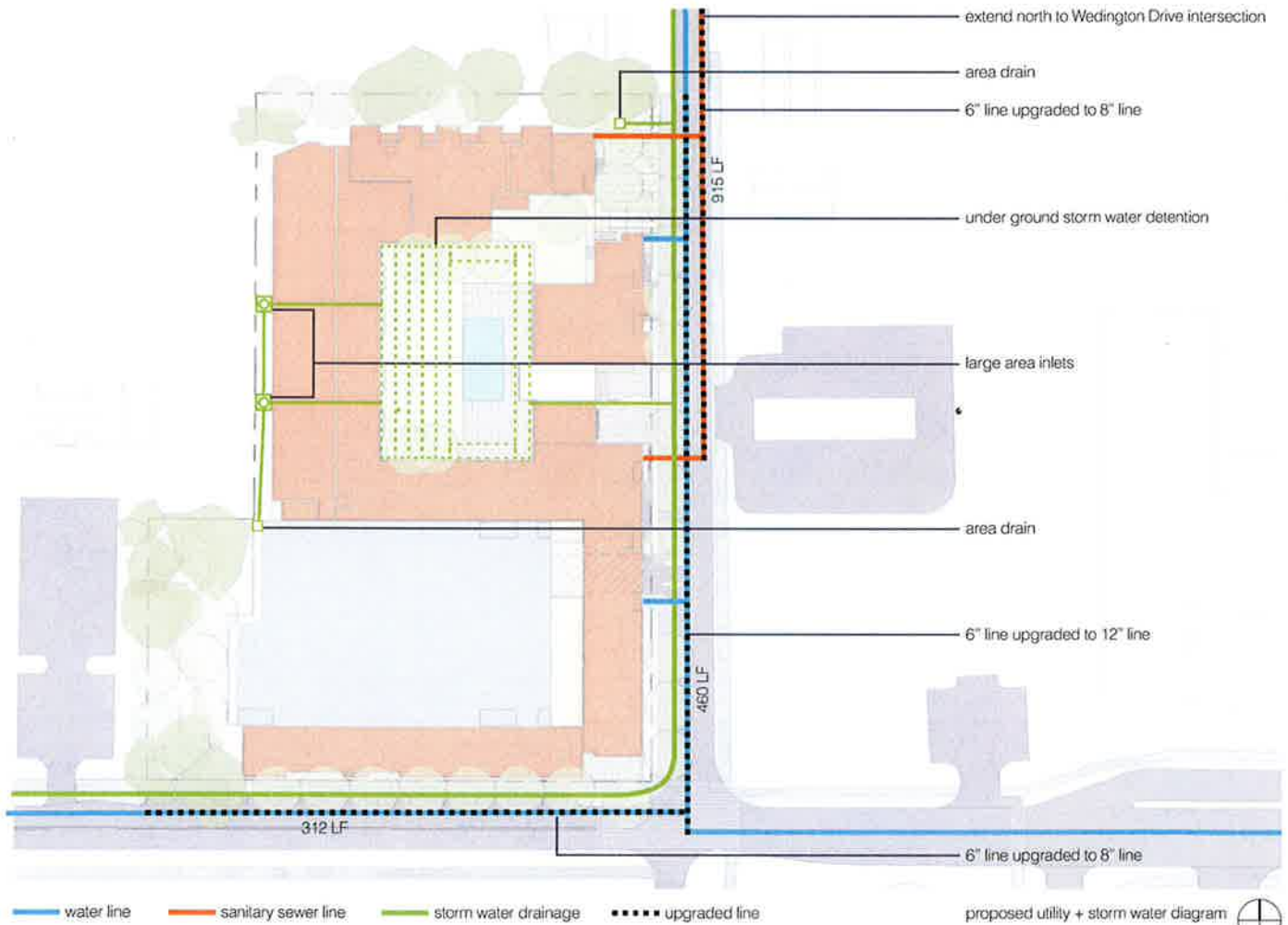


parking garage diagram - levels 01-05

standard spaces: 31
compact spaces: 3
parking provided: 34



parking garage diagram - level 06



all new electrical lines to be placed underground.

— p: how the proposal fulfills the intent/purpose of the
planned zoning district.



The proposed structure(s) in accordance and support of the proposed Campus Edge zoning district decisively address and define the ability to provide infill development within an identifiable zoning gap in the City of Fayetteville. By providing a transitional zone appropriately scaled to the diversity of the context, this zone and the proposed structure will support and exceed the Fayetteville 2030 plan, reinforce the sustainable network of our city, and positively affect the city infrastructure through appropriate improvements. The nature of the development will fulfill the growing need for attainable, walkable, multifamily housing in the City of Fayetteville.



PROJECT CLEVELAND FAYETTEVILLE, AR.

PZD 12-4079

MAY 2012
FY122106

GENERAL PROVISIONS PROJECT CLEVELAND

Authority

This PZD master development plan is authorized by Sections 101 and 106, Planned Zoning Districts of the City of Fayetteville Unified Development Code. The provisions of this PZD master development plan shall run with the land. The landowners, their successors, heirs, or assigns shall be bound by this master development plan, as amended and approved by the City Council.

Adoption

The adoption of this PZD master development plan shall evidence the findings and decision of the Fayetteville City Council that this Planned Zoning District for Project Cleveland is in general conformity with the Fayetteville City Plan 2022, is authorized by the provisions of Sections 101 and 106 of the City of Fayetteville Unified Development Code.

The provisions of this PZD master development plan shall prevail and govern the development of Project Cleveland, provided, however, that where the provisions of this Master development plan do not address a particular subject, the relevant provisions of the City of Fayetteville Unified Development Code, as amended, or any other applicable regulations or regulations of the City of Fayetteville, shall be applicable.

Enforcement

To further the mutual interest of the residents, occupants, and owners of the PZD Master development plan and of the public in the preservation of the integrity of the Plan, the provisions of this Plan relating to the use of land, statement of commitments, development and architectural standards, and the location of common open spaces shall run in favor of the City of Fayetteville and shall be enforceable at law or in equity by the City without limitation on any power or regulation otherwise granted by law.

Conflict

Where there is more than one provision within the PZD Master Development Plan that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Zoning and Development Administrator.

Maximum Level of Development

The total number of dwellings or the total commercial, business, or industrial intensity approved for development within the Planning Area is the maximum development requested for planning or construction. The actual number of dwellings or level of development for commercial, business, or industrial properties may be less due to subdivision or site improvement plan requirements or other requirements of the City Council.

Project Tracking

At the time of subdivision final plat or large scale development the applicant shall provide a summary of the development, to date, to the Planning Division, in order to ensure maximum development limits are not exceeded.

METERS AND BOUNDS PROPERTY DESCRIPTION (Washington County Parcel Numbers 786-02864-000, 786-02866-000, 786-02875-000, 786-02867-000, 786-02861-000, 786-02862-000)

Part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 8, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the southeast corner of the NE 1/4 of said SE 1/4,
thence South 87 degrees 12 minutes 06 seconds East a distance of 430.00 feet to the POINT OF BEGINNING (P.O.B.);
thence North 02 degrees 46 minutes 36 seconds East a distance of 170.27 feet;
thence South 87 degrees 09 minutes 27 seconds East a distance of 54.75 feet;
thence North 02 degrees 47 minutes 20 seconds East a distance of 201.58 feet;
thence South 87 degrees 10 minutes 22 seconds East a distance of 247.50 feet;
thence South 02 degrees 45 minutes 48 seconds West a distance of 435.07 feet;
thence North 87 degrees 12 minutes 06 seconds West a distance of 312.50 feet to the POINT OF BEGINNING (P.O.B.), containing 177928 square feet or,
2.71 acres And being subject to the right of way of Cleveland Street along the south boundary and Hall Street along the east boundary thereof.

SHEET INDEX	
SHEET	SHEET DESCRIPTION
C1.0	COVER SHEET - GENERAL PROVISIONS
C1.0	ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA
C1.0	MASTER DEVELOPMENT PLAN
C1.0	TOPOGRAPHIC SURVEY
C1.0	DEMOLITION PLAN
C1.0	DETAILED SITE PLAN
C1.0	OFFSITE IMPROVEMENT PLAN
C1.0	GRADING PLAN
C1.0	UTILITY PLAN
C1.0	OFFSITE UTILITY PLAN
C1.0	LANDSCAPE PLAN
C1.0	TRAIL PRESERVATION PLAN
C1.0	TRAIL PRESERVATION DETAILS
C1.0	SITE ANALYSIS

Developer:
Specialized Real Estate Group
1200 Shipley Street
Springdale, AR 72764

Representatives:
Madden Stokols
112 W. Center Street
Suite 300
Fayetteville, AR 72701

McClelland Consulting Engineers
1810 North College Ave
Fayetteville, AR 72701

PROJECT CLEVELAND

PZD - PA-1 CAMPUS EDGE

PA-1 CAMPUS EDGE
 a. Cleveland St. N.W. Corner
 There shall be only one planning area proposed in
 the PZD PA-1 Campus Edge
PA-1: CAMPUS EDGE
PERMITTED USES
 unit 1: city-wide uses by right
 unit 2: single-family dwellings
 unit 3: two-family dwellings
 unit 4: three-family dwellings
 unit 5: multi-family dwellings
CONDITIONAL USES
 unit 6: cultural & recreational facilities
 unit 7: limited business
 unit 8: retail stores
 unit 9: neighborhood shopping goods
 unit 10: sidewalk cafe
DEVELOP
 none
LOT WIDTH MINIMUM
 dwelling (all unit types) 18 ft
LOT AREA MINIMUM
 none
LAND AREA PER DWELLING UNIT
 n/a
REQUIRED SETBACKS (see diagram on page 17)
 front build-to zone from front property line is
 25'
 side 10'
 rear 0'
MINIMUM BUILDABLE STREET FRONTAGE
 50% of lot width
HEIGHT REGULATIONS (see diagram on page 17)
 60 ft maximum
LANDSCAPING
 in accordance with the City of Fayetteville Unified
 Development Code
PARKING
 in accordance with the City of Fayetteville Unified
 Development Code
ARCHITECTURAL DESIGN
 All structures shall be designed and constructed
 to comply with the architectural design standards
 of the PA-1 Planning Area and all Downtown
 General Design Standards
SIGNAGE
 in accordance with the City of Fayetteville Unified
 Development Code Chapter 174 requirements for
 multi-story buildings
 project identified PZD 12-4079.



PROJECT CLEVELAND PZD - PA-1 CAMPUS EDGE

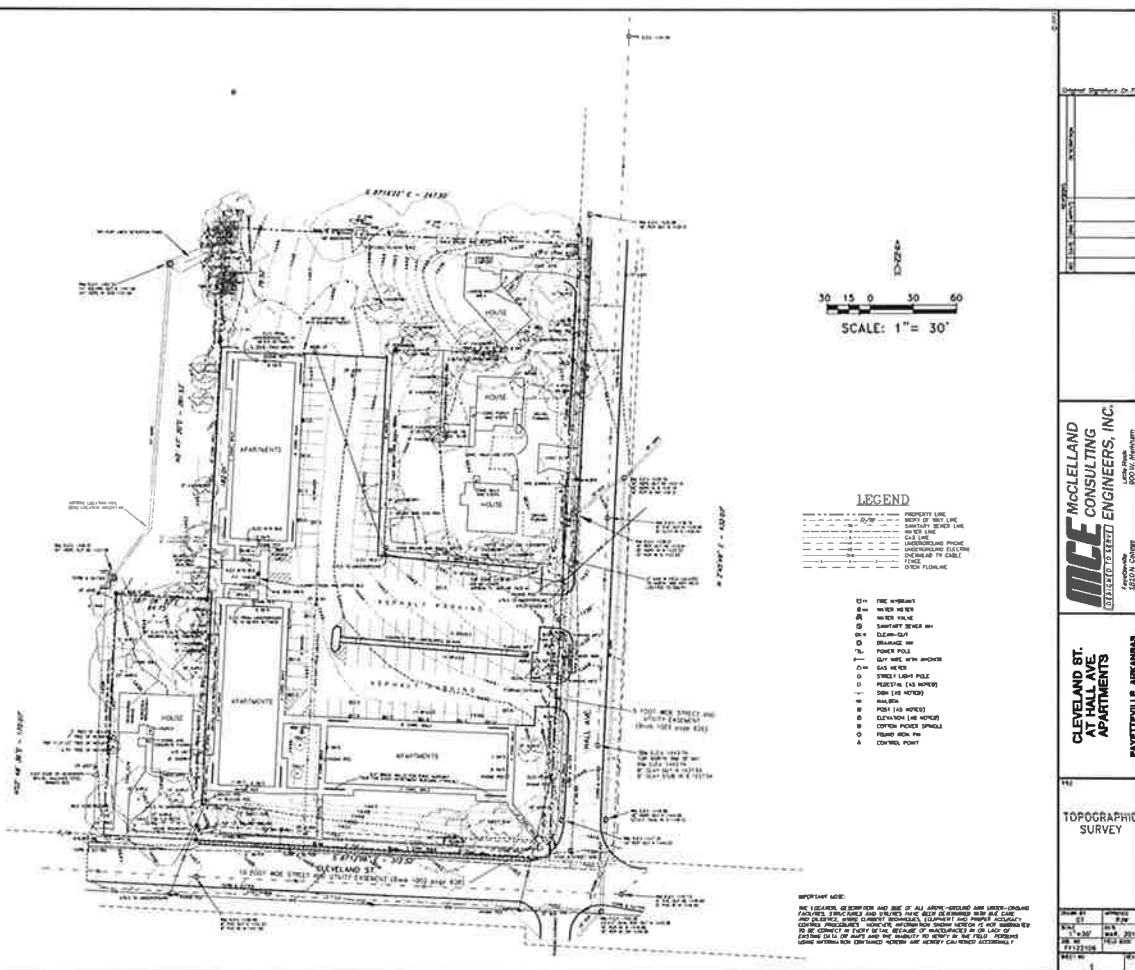
LAND USE				
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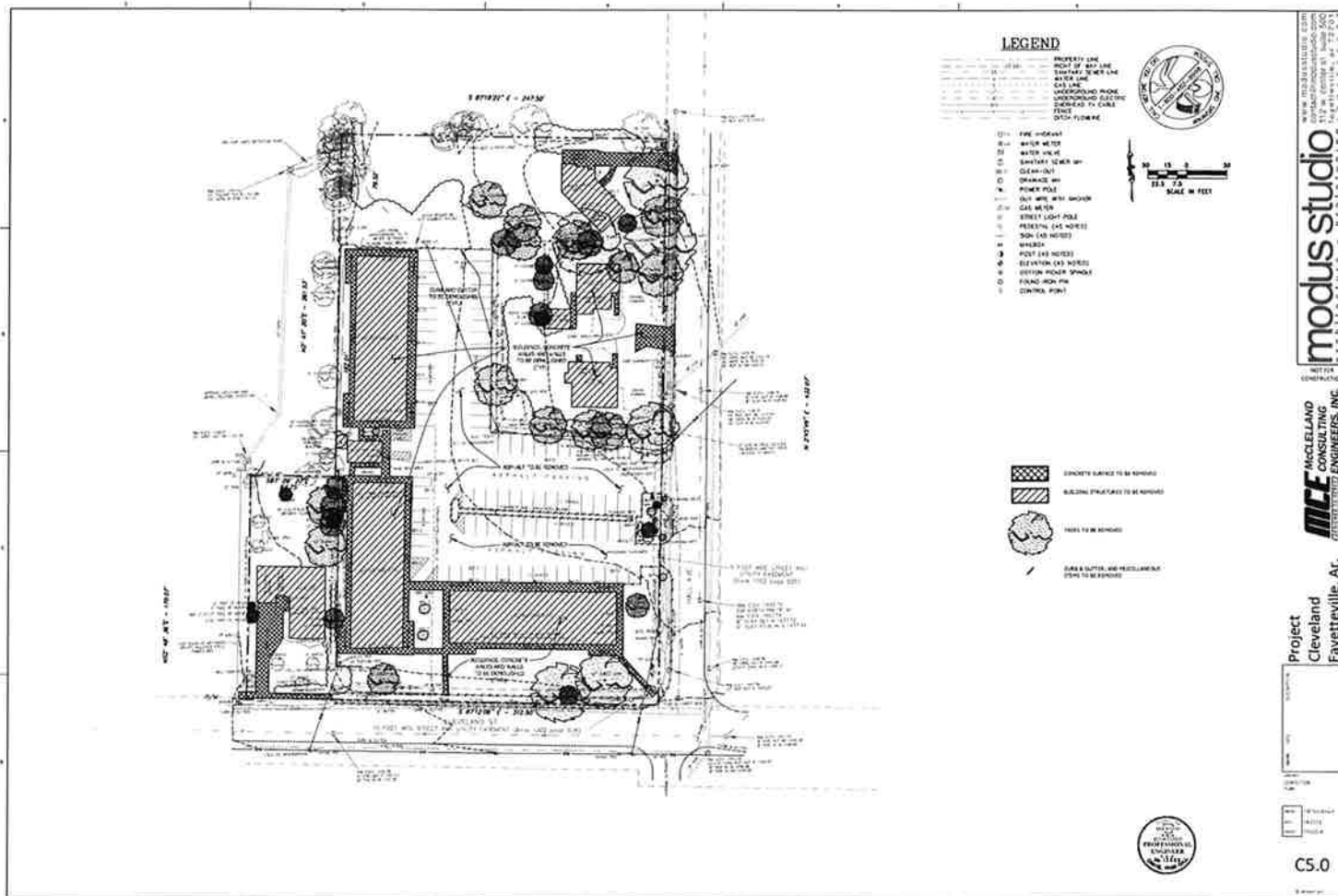
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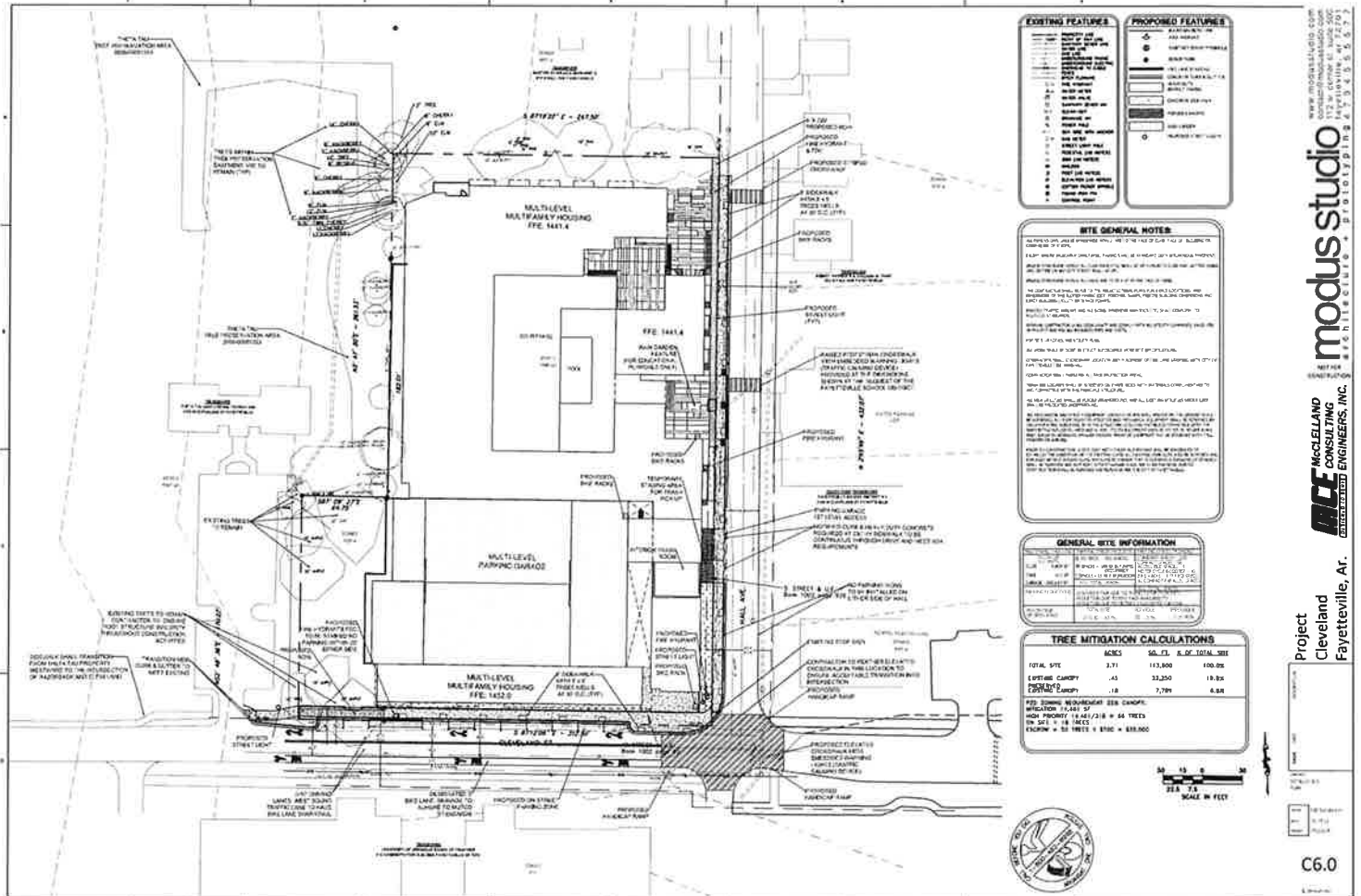


LAND USE			
F.F.W.	LAND USE	WORTH	AREA
10	AGRICULTURE	100	100
20	FOREST	200	200
30	URBAN	300	300

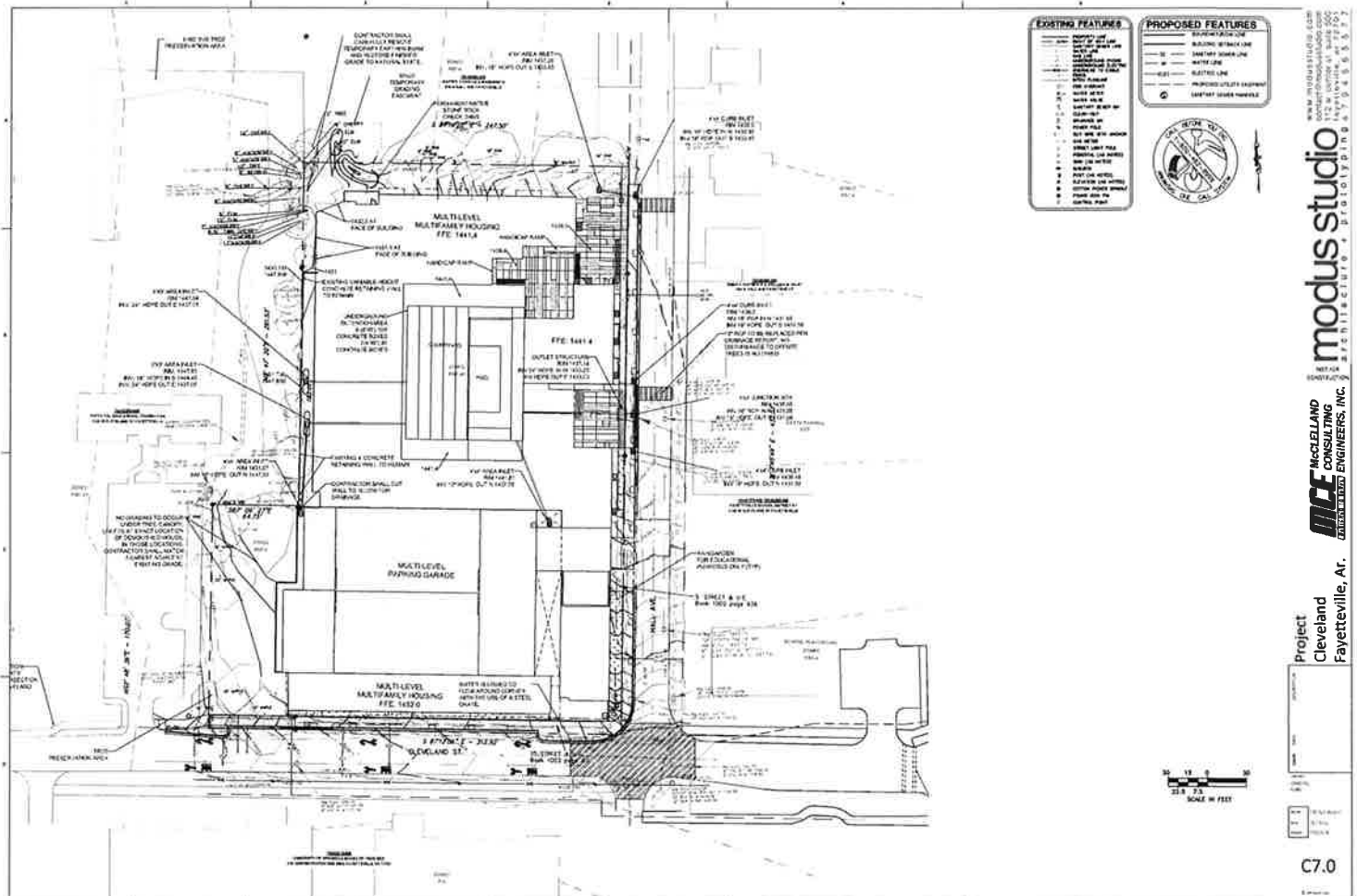


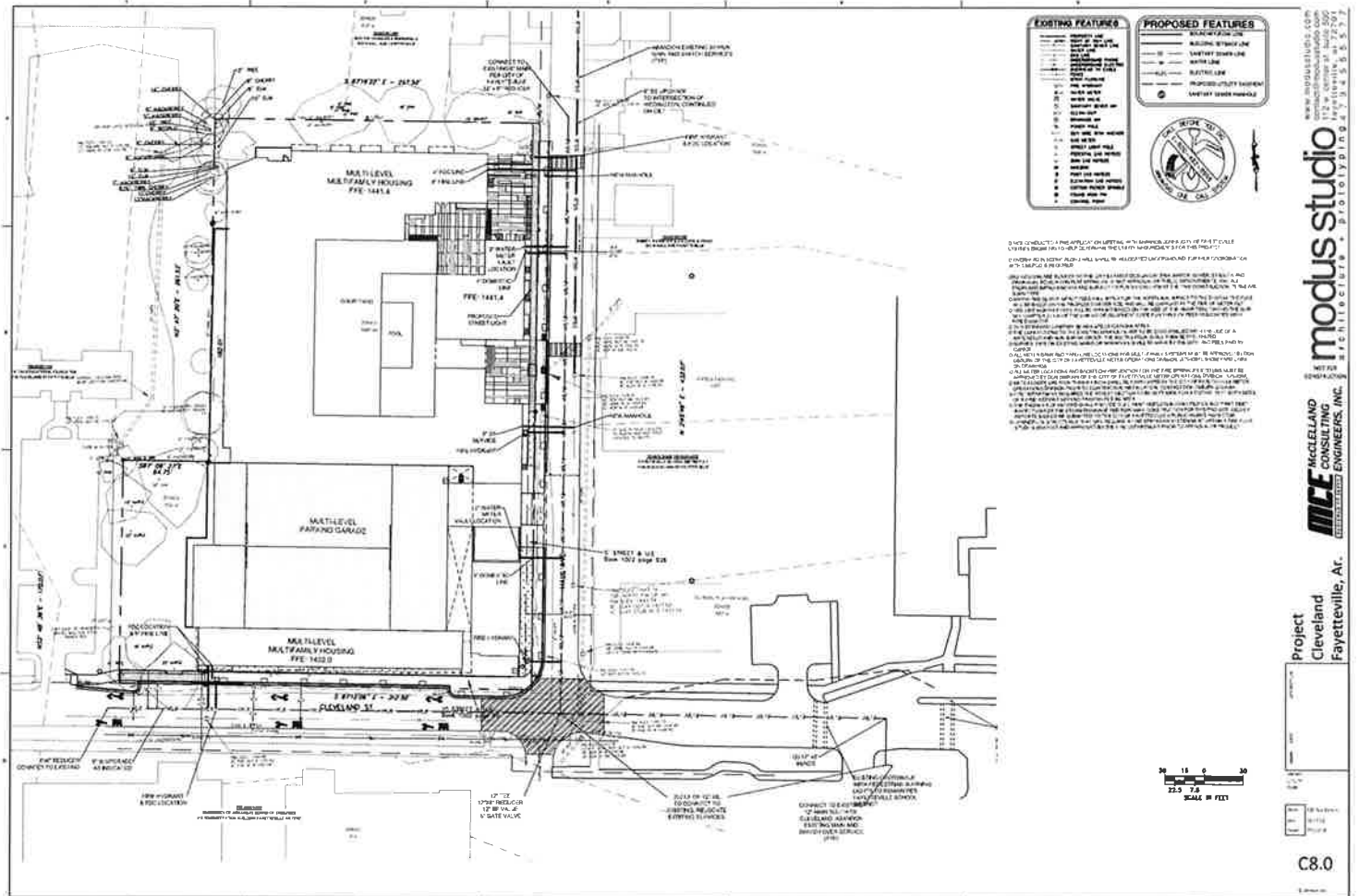






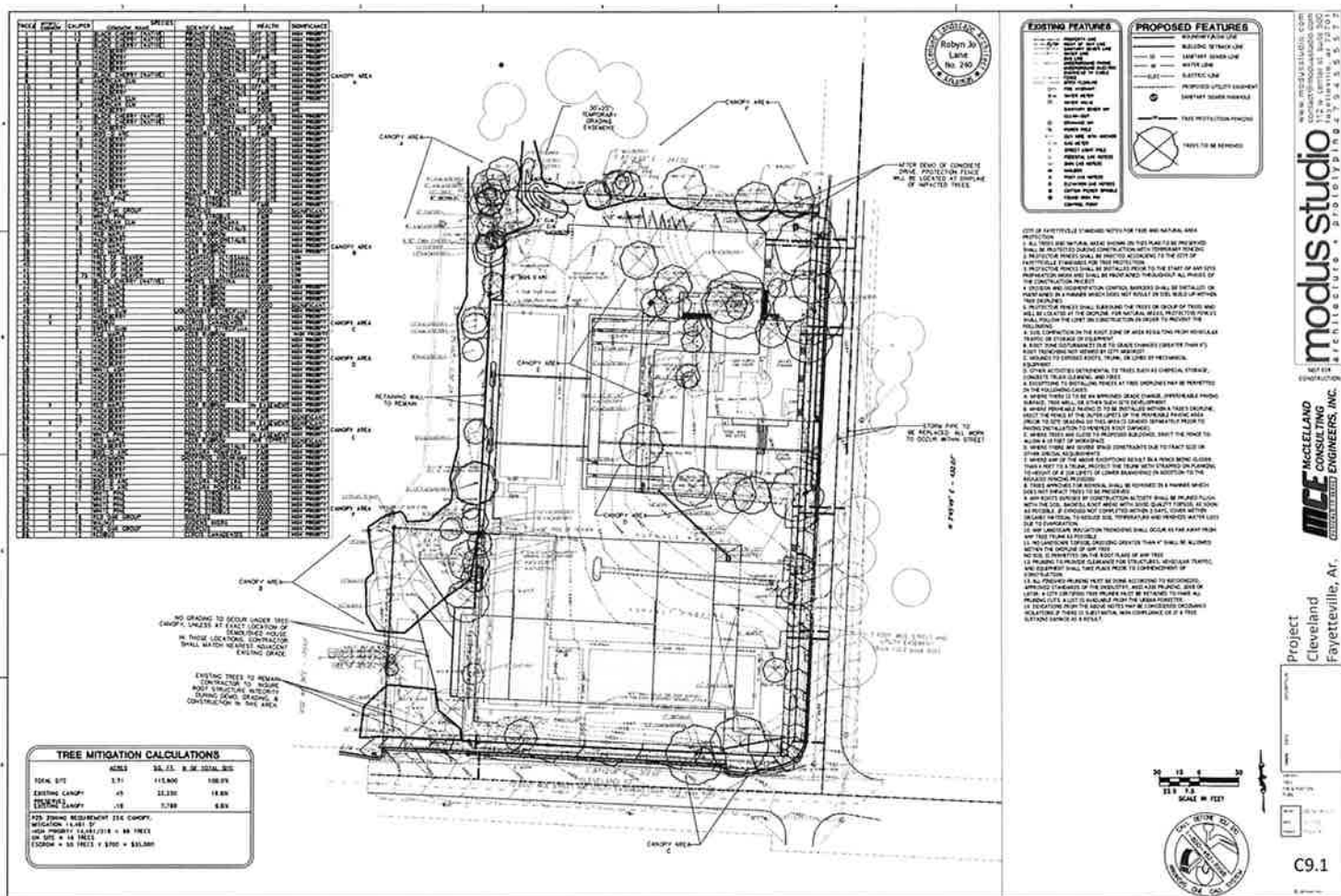












TREE ROOT PRUNING NOTES

1. TREE SHOULD BE ROOT PRUNED ONLY IF THE PROBLEM CAN BE SOLVED BY REMOVING LESS THAN 25 PERCENT OF THE TREE'S ROOTS, WITH NO MORE THAN 25 PERCENT FROM ONE SIDE.

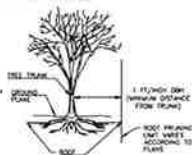
2. A DOWD OR VERMEER ROOT PRUNER SHOULD BE USED. THE CUT SHOULD EXTEND TO A DEPTH OF 21-36 INCHES. WOODENY SAMS WILL WORK BUT USUALLY ARE NOT LARGE ENOUGH TO REACH THE CORRECT DEPTH. IF THE PROPER PRUNING TOOL IS NOT AVAILABLE A TREE STUMP GRINDER CAN BE SUBSTITUTED.

3. CUT ROOTS CLEANLY AFTER EXCAVATION WITH CLEAN SHARP TOOLS, TO PROMOTE CALLUS FORMATION AND WOUND CLOSURE. WOUNDS MAY BE OILED WITH A TREE HEALING HORMONE COMPOUND THAT IS AVAILABLE AT GARDEN CENTERS.

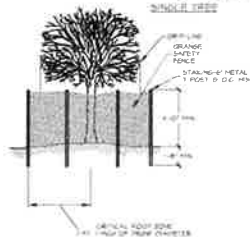
4. BACKFILL THE EXCAVATION AS SOON AS POSSIBLE AND WATER THE SOIL AROUND THE ROOTS TO HOLD LEAVES AND FOLIAGE. IF BACKFILLING WON'T HAPPEN FOR SEVERAL DAYS, COVER THE EXPOSED ROOTS WITH BURLAP AND KEEP DAMP. BACKFILL AS SOON AS POSSIBLE.



PLAN VIEW:
MAXIMUM 25% ON ONE
SIDE OR NO MORE THAN
25% OF TOTAL ROOT SYSTEM



ROOT PRUNING



TREE PROTECTION FENCE

SCALE: 1/8\"/>



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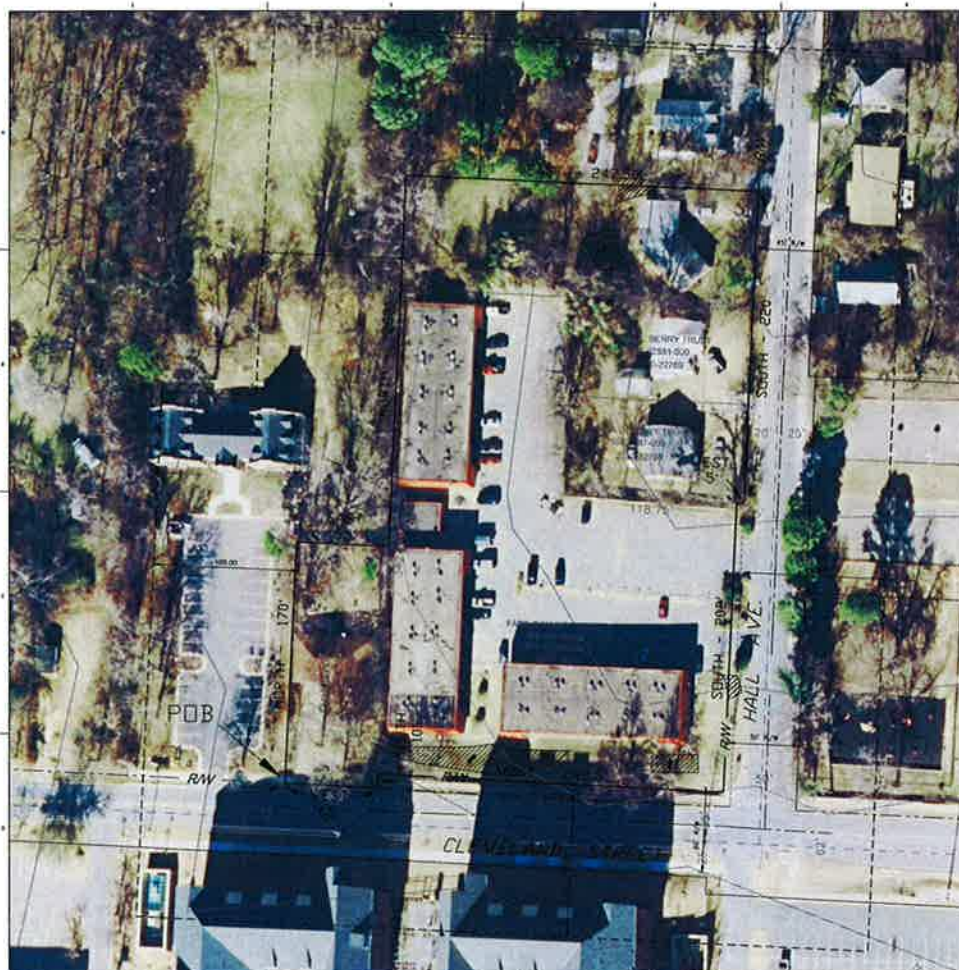
REGISTERED PROFESSIONAL ENGINEERS, INC.
MCE CONSULTING
REGISTERED PROFESSIONAL ENGINEERS, INC.

Project
Cleveland
Fayetteville, Ar.



NO
DATE
BY
CHECKED BY
DATE

C9.2



PROPERTY LINE
W/OT OF W/AY LINE
SANITARY SEWER LI
WATER LINE
Z/VE LINE
UNDERGROUND PH/VE
UNDERGROUND EL/CT
OVERHEAD TV C/BL
FENCE
DITCH FLOWLINE



- 11- FIRE HYDRANT
- 12- WATER WHEEL
- 13- WATER VALVE
- 14- EXHAUST VALVE AND
- 15- GLENN-HUNT
- 16- DRAINAGE VALVE
- 17- POWER POLE
- 18- GUY WIRE WITH ANCHOR
- 19- GAS WELDER
- 20- STREET LIGHT POLE
- 21- FEEDING (AS NOTED)
- 22- BOX (AS NOTED)
- 23- WAREHOUSE
- 24- POST (AS NOTED)
- 25- ELEVATION (AS NOTED)
- 26- OUTSIDE POWER SPEAKER
- 27- FOUND ROOF PIN
- 28- CONTROL POINT

 GRADES GREATER THAN 1%
 DRAINAGE FLOW

	ACRES	NO. FT.	W. OF TOTAL S.
TOTAL SITE	3.00	100,000	100.00
EXISTING CANOPY	.00	00,000	00.00
PROPOSED CUTTING CANOPY	.00	00,000	00.00

ERRORS IN LOGGERS ARE OCCURING ON SITE CURRENTLY
ADDITIONAL TREES BEYOND WHAT ARE PLANNED CURRENTLY
WILL BE PLACED ON SITE AND APPROVED BY U.S. FORESTER

ALL SIGNS ON SITE CONSIST OF PAID - FORTYFOUR PER HOUR SIGN
THAT SIGNS HAVE PRICES SLIPED FROM 2.00

1. **What is the purpose of the study?**
 2. **What are the research objectives?**
 3. **What is the research methodology?**
 4. **What are the results of the study?**
 5. **What are the conclusions of the study?**

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MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

Project
Cleveland
Fayetteville, Ar.

C9.3

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: **Jeremy Pate, Development Services Director**

FROM: **Kit Williams, City Attorney**



DATE: **May 30, 2012**

RE: **Woodstock Rezoning and Cleveland Street Project PZD**
Zoning and Planned Zoning District considerations

I have been providing Aldermen the legal factors they can consider when determining whether or not to approve a PZD or zoning request for over a decade. When the City Council first began considering whether or not to approve a PZD, I provided the attached memo on May 22, 2003. It is still correct today. Please especially read the section entitled "Voting" to ensure that I can effectively defend any decision the City Council will make.

When the land now zoned PZD (Woodstock) was presented to the Planning Commission, I gave them the attached memo of May 11, 2012, stating that the property owner had the legal right to have his property zoned away from the defunct PZD into a developable zone. The City Council needs to rezone this property to the best possible zoning district or districts after considering all of the relevant factors.

You can weigh many factors to determine what is the best zoning district or districts for this property. You should certainly consider the 2030 Plan, but it is only one of many factors to consider when determining the proper zoning. It is also proper to consider the desires of the property owner, the appropriate and best use of the property, traffic issues, good civil design and arrangement and the other factors detailed in my May 11th memo. All of these factors are proper considerations both for the Cleveland Street Apartment Project PZD and the defunct Woodstock PZD property whose new owner requests rezoning into various

zoning districts: Community Services, Neighborhood Services, Neighborhood Conservation, Resident Single Family, 4 units per acre and Residential Multi-Family, 24 units per acre.

CONCLUSION

If any Alderman desires to vote against a proposed rezoning or PZD approval, please explain your opposition based upon one or more of the factors approved by the Supreme Court:

1. 2030 Plan objectives
2. Public opposition that is logical and reasonable
3. Traffic
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Planning Commissioners

CC: Jeremy Pate, Development Services Director
Andrew Garner, Senior Current Planner

FROM: Kit Williams, City Attorney



DATE: May 11, 2012

RE: Expired PZD's must be rezoned upon owner's request

When a PZD has expired, the property owner loses **all** development rights on his property until it is rezoned. Almost all of a property's real worth and value is in its development rights. This loss of all of a property's development rights would constitute a government taking of the property requiring our taxpayers to pay the reasonable value of the property (very large amount of money) except the property owner must first "exhaust his remedies" by asking for a rezoning.

As long as the rezoning is granted by the City Council, no regulatory taking has occurred. However, if the property owner's request to rezone the property out of its "zombie" status (unusable and undevelopable) is just denied and the property is not rezoned into some developable zoning district, the property owner would probably have a textbook case of inverse condemnation or regulatory taking. **This must not be allowed to occur.**

Because the new owner of the property zoned for the now defunct Woodstock PZD has requested rezoning, the Planning Commission should recommend what you believe is appropriate zoning. If you get stuck on how it should be zoned now, please just recommend that the City Council rezone it back to the zoning it had prior to the approval of the PZD. **The City Council MUST rezone this property either to its prior zoning district or to the zoning district or districts that would conform to state law purposes and the 2030 Long Range Plan.** Just denying the property owner's requested rezoning is a recipe for disaster and must not happen.

When the Planning Commission is considering whether or not to recommend approval of a rezoning request, the City Planning Division presents useful information from various city departments that cover issues included with the City's 2030 Long Range

Plan. This document was the result of many public hearings and much input from citizens, staff, commissioners and council members. However, “A land use plan is meant to be just that – a plan. It is not legally binding on the city.” Taylor v. City of Little Rock, 583 S.W. 2d 72, 73 (1979).

State Statutes authorize cities to prepare zoning and development plans and list nine purposes or goals that these plans may promote:

- “ 1. Efficiency and economy in the process of development;
2. The appropriate and best use of land;
3. Convenience of traffic and circulation of people and goods;
4. Safety from fire and other dangers;
5. Adequate light and air in the use and occupancy of buildings;
6. Healthful and convenient distribution of population;
7. Good civic design and arrangement;
8. Adequate public utilities and facilities; and
9. Wise and efficient expenditure of funds.”

A.C.A. §14-56-403 (b).

The appellate courts of Arkansas have recognized and approved many different factors that a Planning Commission can consider when a proposed rezoning is contested.

1. **Public Opposition**

“Opposition by a large majority of the citizens in the neighborhood”
Thomas Petroleum v. West Helena (1992).

“The Opinion of local residents, **when it reflects logical and reasonable concerns**”

City of Lowell v. M & N Mobile Home Park (1996).

“Some of the residents (of the area) objected”
Tanner v. City of Green Forest (1990).

2. **Traffic**

“Increased traffic on limited roads”
City of Lowell v. M & N Mobile Home Park (1996).

“Increased risk of traffic accidents”
Thomas Petroleum v. West Helena (1992).

3. **Noise**
 City of Lowell v. M & N Mobile Home Park (1996).
4. **Decreased value of adjoining land**
 City of Lowell v. M & N Mobile Home Park (1996).
5. **Potential for criminal activity**
 Thomas Petroleum v. West Helena (1992).
6. **Increased litter**
 Thomas Petroleum v. West Helena (1992).
7. **Strain on Sewage service**
 Tanner v. City of Green Forest (1990).
8. **Spot zoning**
 “The need to maintain consistent zoning area, and not to set
 a precedent of spot zoning (T)he property was entirely
 surrounded by a residential area, and that the residents
 objected “ Thomas Petroleum v. West Helena, 310 Ark.
 682, 839 S.W. 2d 523, 525 (1992).

“Spot zoning has been defined by several authorities. It
has been said that:

‘ Spot zoning, by definition, is invalid because
it amounts to an arbitrary, capricious and
unreasonable treatment of a limited area
within a particular district. As such, it
departs from the comprehensive treatment
or privileges not in harmony with the other
use classifications in the area and without
any apparent circumstances which call for
different treatment. Spot zoning almost
invariably involves a single parcel or at least
a limited area.’ R. Wright and S. Webber,
Land Use (1978).” Riddell v. City of Brinkley,
612 S.W. 2d 116, 117 (1981).

“(S)pot zoning includes zoning one lot in a manner entirely
different from the surrounding area “ Smith v. City of Little Rock,
279 Ark. 4, 648 S.W. 2d 454, 457 (1983).

However, the most recent case I could find referring to “spot zoning” {Camden Community Development Corp. v. Sutton, 339 Ark. 368, 5 S.W. 3rd 439, 443 (1999)} cast doubt on Professor Wright’s quoted statement that “Spot zoning, by definition, is invalid”

Finally, a proponent of a rezoning will often argue that he or she is entitled to a rezoning in order to put the property to its “**highest and best use**” from a monetary viewpoint. The benefit to the owner of a proposed rezoning may certainly be considered, “(h)owever, we have held that **rezoning is not justified solely on the ground that it is necessary to put a particular tract to its most remunerative use.**” Tanner v. City of Green Forest, 302 Ark. 170, 788 S.W. 2d 727, 729 (1990). (emphasis added).

CONCLUSION/SUMMARY

Factors that may be considered in rezoning issues:

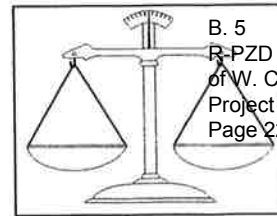
1. 2030 Plan objectives
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7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY



B. 5
R-PZD 12-4079 (N.W. Corner
of W. Cleveland St. & Hall Ave./
Project Cleveland)
Page 222 of 226

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor
City Council

FROM: **Kit Williams**, City Attorney

DATE: **May 22, 2003**

RE: **City Council Considerations for Planned Zoning Districts (PZD's)**

Since you are now considering a PZD for Lowe's and will consider the St. Joseph property for a Planned Zoning District at your next meeting, I thought you might like a short summary of issues that are appropriate for your consideration of these requests.

A Planned Zoning District includes approval of both a zoning change and a large-scale development. Thus, all zoning considerations as well as considerations relevant to LSD approval are relevant. You legally have much more discretion for the zoning part of the PZD decision. Therefore, my recommendation is that if you do not believe a Planned Zoning District should be passed, you should refer primarily to problems with changing the zoning rather than problems in the Large Scale Development when explaining why you are voting against any Planned Zoning District.

ZONING CONSIDERATIONS

1. 20/20 Plan objectives
2. Public opposition that is logical and reasonable
3. Traffic
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. Compatibility with adjacent zones (spot zoning)

"Spot Zoning" has been recognized by state courts as a violation of a city's comprehensive zoning plan.

"The need to maintain consistent zoning area, and not to set a precedent of spot zoning (T)he property was entirely surrounded by a residential area, and that the residents objected " Thomas Petroleum v. West Helena, 310 Ark. 682, 839 S.W. 2d 523, 525 (1992).

"Spot zoning" has been defined by several authorities. It has been said that:

" ' Spot zoning', by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges not in harmony with the other

use classifications in the area and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area." R. Wright and S. Webber, *Land Use* (1978)." Riddell v. City of Brinkley, 612 S.W. 2d 116, 117 (1981).

"(S)pot zoning includes zoning one lot in a manner entirely different from the surrounding area"
Smith v. City of Little Rock, 279 Ark. 4, 648 S.W. 2d 454, 457 (1983).

"Highest and best use."

A proponent of a rezoning will often argue that he or she is entitled to a rezoning in order to put the property to its **"highest and best use"** from a monetary viewpoint. The benefit to the owner of a proposed rezoning may certainly be considered, "(h)owever, we have held that rezoning is not justified solely on the ground that it is necessary to put a particular tract to its most remunerative use." Tanner v. City of Green Forest, 302 Ark. 170, 788 S.W. 2d 727, 729 (1990). (emphasis added).

LARGE SCALE DEVELOPMENT CONSIDERATIONS

In the second part of your decision, you have less discretion. As long as the developer has complied with our development ordinances (you should rely upon our city staff for this analysis), the remaining issue would be whether this proposed development would **compound a dangerous traffic condition**. That does not mean only whether more traffic will result from a development (which would almost always be the case), but whether the existing and proposed transportation infrastructure serving the new development can handle the anticipated increased flow without causing or compounding a dangerous traffic condition.

"For the purpose of this section, a 'dangerous' traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern." §166.05 7. d. (4) Unified Development Code.

In that context, if you determine that parking from the proposed development would regularly and significantly overflow onto nearby, narrow streets, you might conclude that this creates or compounds a dangerous traffic condition.

Traffic is also a factor to be considered in the **rezoning** segment of your decision (where you have greater discretion). At least two recent Arkansas Supreme Court cases relied on traffic issues to sustain a rejection of rezoning.

"Increased traffic on limited roads"

City of Lowell v. M & N Mobile Home Park (1996).

"Increased risk of traffic accidents"

Thomas Petroleum v. West Helena (1992).

VOTING

When you state your reasons to vote for or against these PZDs and any other potentially controversial rezonings or PZDs, please refer to some of the eleven factors recognized by our Supreme court to be relevant to zoning considerations.

Do not refer to things you have no control over such as the current zoning of the property when explaining any vote against the PZD.

Keep in mind that most developmental issues such as compliance with the Commercial Design Standards, Tree Ordinance, Parking Lot Landscaping Ordinance, Sign Ordinance, drainage and grading regulations, etc. have already been carefully considered and approved by our Planning and Engineering Departments and Planning Commission. Your job under the PZD Ordinance is not to go back to square one to re-examine everything as a second Planning Commission.

However, I believe you have the power to agree to changes in the Large Scale Development or Preliminary Plat contrary to the precise approval of the Planning Commission. You have these rights now on appeal from Planning Commission decisions on LSDs and Preliminary Plats. I believe the City Council may judiciously approve changes (if consistent with our ordinances). Most changes should also be acceptable to the developer/proponent. Changes unacceptable to the developer equate with a rejection of the project and should be supported by reasons sufficient to reject the whole PZD (without the changes).

Please feel free to call upon me at the meeting prior to moving to accept or reject the PZD request to clarify any factors or issues presented in this memo.

From: Planning
To: City Clerk
Date: 6/6/2012 2:47 PM
Subject: Fwd: RE: Project Cleveland, Specialized Real Estate Group
Attachments: project_cleveland_supportLetter.pdf

FYI
Thank you
Cin

>>> On 6/4/2012 at 6:30 PM, in message
<CA+jbwNvH7MfqxQo0m1wMf5X_7tSu4meqC6+TRjMR47SX8mYorg@mail.gmail.com>, Michael Ward
<draw.ward@gmail.com> wrote:
Dear City Council Members,

Please accept the attached letter in support of Project Cleveland, the development by Specialized Real Estate. Thank you.

Best,

Michael Ward
Master of Urban Planning, 2012
University of Washington

RE: Project Cleveland, Specialized Real Estate Group
4 June 2012

To Fayetteville City Council Members:

The purpose of this letter is to support Project Cleveland and the proposal for a new planned zoning district. I am a Fayetteville native, an alumnus of the University of Arkansas and a former student of Leverett Elementary School. I intimately know the City of Fayetteville.

I have just completed a Master of Urban Planning from the University of Washington in Seattle. I am now planning to move back to Fayetteville this July so that I can offer my services to my home community. I support this project because it embodies many of the crucial elements of smart urban growth that I have recently learned and that the cities of Seattle and Portland are currently applying.

The *Charter of the New Urbanism* states:

We advocate the restructuring of public policy and development practices to support the following principles: neighborhoods should be diverse in use and population; communities should be designed for the pedestrian and transit as well as the car; cities and towns should be shaped by physically defined and universally accessible public spaces and community institutions; urban places should be framed by architecture and landscape design that celebrate local history, climate, ecology, and building practice. (Congress for the New Urbanism)

The proposed planned zoning district for Project Cleveland is precisely the type of "restructuring of policy and development practices" that the Congress for the New Urbanism calls for. It will benefit the City of Fayetteville by enhancing community amenities, encouraging multiple modes of transit, and applying development practices that conserve energy and manage the ecological challenges of storm water. Furthermore, its adherence to methods of Transit Oriented Development represent the forward thinking necessary to plan for population growth, dense walkable neighborhoods, and, of course, effective public transit systems.

If Fayetteville hopes to realize its goals of urban sustainability, it must establish strategies for how and where to concentrate density as the population grows. Most of the areas adjacent to the University of Arkansas are ideal for increasing housing densities. The University's own goals of increasing the student body bolster the argument that the city's growth should be coordinated with the University. Therefore, I believe that the creation of a Campus Edge Zoning District exemplifies the kind of flexible and intelligent public policy and development practices that the Congress for the New Urbanism hopes to see.

The Campus Edge Zoning District will focus housing for students, as well as others, close to the University. This concentration is necessary for sustainable development practices because it encourages students to live close to campus, eliminating their need to commute and diminishing their need for a car altogether. Furthermore, concentrating population growth will hinder suburban sprawl—a development practice that consumes open fields, destroys natural ecologies, and stretches the municipality's ability to provide and maintain infrastructure.

RE: Project Cleveland, Specialized Real Estate Group
4 June 2012

I support the Campus Edge Zoning District not only for Project Cleveland, specifically, but for much of the area adjacent to the University. This type of zoning district, consisting of multifamily housing and a mix of retail and commercial uses, will encourage dense, walkable, and vibrant neighborhoods that enhance community amenities and increase tax revenues for the city.

I recommend that the Campus Edge Zoning District be adopted for Project Cleveland to serve as precedent for the future of smart growth in Fayetteville. I support both the zoning district and the project itself.

Sincerely,

Michael K. Ward

Master of Urban Planning, 2012
University of Washington

To: City of Fayetteville Mayor and City Council

Fm: David L. Williams, 547 Gray Avenue, Fayetteville 72701

Re: Summary of Concerns with Project Cleveland

June 11, 2012

Dear Mayor and Council Members:

Thank you for your careful attention and city staff's diligent work related to Project Cleveland. I have followed the project closely, read the online information and communications and have appreciated all city council, committee and staff work and constructive neighborhood feedback as well as the thoughtful and considerate demeanor and communications from the developer throughout its course. **Here is my summary feedback in opposition to the project for your consideration.**

Scale. The building's size and number of occupants overwhelm the residential neighborhood and are a threat to long-term neighborhood integrity. Lots of comments address this concern.

Traffic. Anticipated traffic is a safety and congestion threat. The traffic studies do not seem to reflect the considerable current experiences of neighbors and do not seem to me to be representative of the usual volume and current congestion problems so ably communicated by area residents. It looks to me like the first study was done a few days before spring break and the second during two university dead days which make me suspect that is the source of under representation of current normal and projected traffic and safety problems.

Possible water and sewer system overload upstream and downstream. From my perspective, the proposed water & sewer infrastructure seems to fit the project site. **However**, I think the potential overload impact on our area's current upstream and downstream capacities is unclear and, to my knowledge, unaddressed. We already have problems with low water pressure in the area and have had some serious problems with sewer system flooding in parts of our University Heights area during inclement weather. I suspect the current system may be strained even with future small parcel infill, and also wonder if this large scale development will cause considerable problems and future costs. I haven't seen any reports that address the impact of infrastructure of this scale on the larger area water and sewer infrastructure but hope this is addressed in any big picture infill considerations now and in the future.

Possible neighborhood diversity loss. Part of what makes our University Heights neighborhood unique is our international families and their presence in Leverett school. It is not clear what impact proposed rents will have on the displacement of international families. Even notice to vacate will create a hardship for some, if not all, the families due to our city-wide problems of low access to affordable housing. Any loss of them will be significant loss to the neighborhood, school, university and city. This possibility seems inconsistent with our long-term goals of increased affordable housing and inconsistent with our values for increased diversity and inclusion .

Wrong Use of a good PDZ planning tool. I think the PDZ is a great planning tool and also think that careful development of infill is a top priority for our city. My perspective is that a PDZ should complement and add to, not threaten sustaining neighborhood uniqueness, contribute to long-term goals of neighborhood preservation (especially in a neighborhood that has such historic value as ours), not overstrain traffic, water and sewer infrastructure and contribute to affordable housing and diversity goals. My opinion is that this project is more of a hindrance than a help to the University Heights and surrounding areas. It needs more acreage and more distance from our area to become a plus for the city and surrounding neighborhoods.

Cart before the horse problem. Finally, I suggest that a moratorium on any PDZ or other proposed development in the proximity of the university/neighborhood overlaps prior to the development of a city/university overlay covenant to guide overall development. We need to work together to find ways that will foster long-term preservation of this historic neighborhood as well as meet needs for university expansion, address infill infrastructure impact, encourage diversity and inclusion and add affordable housing in a coordinated and comprehensive way. To do this project or any others before facilitating a comprehensive approach to this area's development seems like a classic example of "putting the cart before the horse." Fortunately, we have the leadership and expertise in the city, the university and the neighborhood residents to make these kinds of future-shaping agreements and keep them.

For all these reasons, I encourage you to vote no on Project Cleveland and move quickly on university/city formulation of a shared developmental process that will shape our area's future for the better for all considered.

Thank you again for your thoughtful and lengthy consideration of this matter.

David L. Williams

Added at
Agenda Session
6-12-12

City of Fayetteville Staff Review Form

C. 1
Bid Waiver for Truck Hauling Services
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements
6-19-12 ~~728~~
~~7/3/2012~~

City Council Meeting Date
Agenda Items Only

John Nelson

Submitted By

Transportation

Division

Transportation Services

Department

Action Required:

An ordinance waiving the requirements of formal competitive bidding during calendar year 2012 for truck hauling services for use by the Transportation Division.

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 #

21-12

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

06-08-12 P02:25 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Department Director *TG*

From: John Nelson, Management Accounting Coordinator

Date: June 7, 2012

Subject: Bid Waiver for Truck Hauling Services

PROPOSAL:

Staff proposes an ordinance waiving the requirements of formal competitive bidding during calendar year 2012 for truck hauling services for use by the Transportation Division.

RECOMMENDATION:

Resolution No. 21-12 awarded Bid #12-06 for truck hauling services to Hillside Haulers and authorized the use of other bidders based on price and availability. Four vendors submitted bids to provide this service. However, two of them will not haul asphalt materials and the remaining two are unreliable due to other commitments.

Because of these circumstances, staff proposes obtaining weekly price quotes for truck hauling services and requests a bid waiver to allow the Transportation Division to award the lowest qualified trucking firm for services the following week. This method will provide a guaranteed source of trucking services at the lowest cost.

BUDGET IMPACT:

Funds for truck hauling services are budgeted in the In-House Pavement Improvements capital project.

Enclosure: Resolution No. 21-12
Bid 12-06, Truck Hauling Services

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF TRUCK HAULING SERVICES THROUGH A QUOTE PROCESS WHEN PURCHASE THROUGH BID #12-06 AS AWARDED BY RESOLUTION NO. 21-12 IS NOT AVAILABLE

WHEREAS, the City obtained competitive bids (Bid #12-06) for the provision of truck hauling services, awarded the bid to Hillside Haulers in Resolution No. 21-12 for variable unit prices, and further authorized the use of other bidders based on price and availability as needed through the end of calendar year 2012, and;

WHEREAS, due to limited availability it is possible that none of the bidders in Bid #12-06 are available to provide services when the City must have them, and;

WHEREAS, the City should be able to obtain price quotes from other truck hauling services without additional formal competitive bidding only after it has been determined that services are not available pursuant to Bid #12-06, as awarded through Resolution No. 21-12,

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that the above-stated circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and therefore waives the requirements of formal competitive bidding and approves the purchase of truck hauling services through a quote process only after it has been determined that services are not available pursuant to Bid #12-06, as awarded through Resolution No. 21-12.

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 21-12

A RESOLUTION AWARDING BID #12-06 AND AUTHORIZING THE PURCHASE OF TRUCK HAULING SERVICES FROM HILLSIDE HAULERS FOR VARIABLE UNIT PRICES, AND AUTHORIZING THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2012

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-06 and authorizes the purchase of truck hauling services from Hillside Haulers for variable unit prices as specified in the attached Exhibit "A", and authorizes the use of other bidders based on price and availability, as needed through the end of calendar year 2012.

PASSED and APPROVED this 17th day of January, 2012.

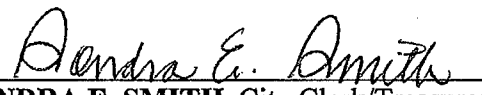
APPROVED:

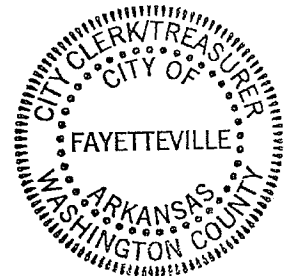
ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer





BID: 12-06
DATE: 12/14/11
2:00 PM
CITY OF FAYETTEVILLE

Bid 12-06, Truck Hauling Services

BIDDER	Estimated Quantity	UNIT PRICE (price per hour)	TOTAL
1 Hillside Haulers	1000 hours	\$54.49	\$54,490.00
2 Les Rogers Inc.	1000 hours	\$64.95	\$64,950.00
3 S and R Trucking	1000 hours	\$60.00	\$60,000.00
4 Sweetser Construction, Inc.	1000 hours	\$70.00	\$70,000.00

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

CERTIFIED:

A. Foren
A. FOREN, PURCH AGENT

P. Rice
WITNESS

12/16/11
DATE

