

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

Ward 1 Position 1 – Adella Gray  
Ward 1 Position 2 – Brenda Thiel  
Ward 2 Position 1 – Kyle B. Cook  
Ward 2 Position 2 – Matthew Petty  
Ward 3 Position 1 – Robert K. Rhoads  
Ward 3 Position 2 – Robert Ferrell  
Ward 4 Position 1 – Shirley Lucas  
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda  
City of Fayetteville, Arkansas  
City Council Meeting  
December 15, 2009**

A meeting of the Fayetteville City Council will be held on December 15, 2009 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:**

**Presentations, Reports and Discussion Items:**

**1. Nominating Committee Report APPROVED**

**A. Consent:**

1. Approval of the December 1, 2009 City Council meeting minutes. **APPROVED**
2. **ProfitStars:** A resolution awarding RFP # 09-16 and approving a contract with Jack Henry & Associates, Inc. D/B/A ProfitStars in an amount up to \$33,240.00 for an electronic check processing system; and amending the 2009 city budget by approving a budget adjustment of \$18,240.00.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 240-09**

3. **EMC Corporation:** A resolution approving a contract with EMC Corporation for the purchase, through the current State Procurement Contract, of an EMC Clariion CX4

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 241-09**

4. **Fayetteville Police Department Donations:** A resolution amending the 2009 city budget to recognize donations to the Fayetteville Police Department in the amount of \$1,980.00.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 242-09**

5. **U.S. Marshals Service Reimbursement:** A resolution amending the 2009 city budget to accept reimbursement of equipment and vehicle fuel expenses from the U.S. Marshals Service in the amount of \$22,000.00.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 243-09**

6. **State Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize state forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$5,199.00 for use by the Fayetteville Police Department.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 244-09**

7. **Federal Forfeitures:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize federal forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$4,094.00 for use by the Fayetteville Police Department.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 245-09**

8. **IRS/Treasury Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize U.S. Department of the Treasury/Internal Revenue Service forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$36,536.00 for use by the Fayetteville Police Department.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 246-09**

9. **Environmental Consulting Operations, Inc.:** A resolution approving Amendment No. 4 to the engineering contract with Environmental Consulting Operations, Inc. in the amount of \$175,200.00 for Wastewater System Improvements Project and wetlands mitigation site stormwater, wetlands and environmental issues, as required by the U.S. Army Corps of Engineers and the Arkansas Department of Environmental Quality.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 247-09**

10. **Bid # 09-52 United Engines, LLC:** A resolution awarding Bid # 09-52 and approving the purchase of seven backup power generators from United Engines, LLC in the amount of \$113,954.00 for use at Wastewater Lift Stations; and amending the 2009 city budget by approving a budget adjustment of \$113,954.00.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 248-09**



- 11. Bid # 09-65 Seven Valley's Concrete, LLC:** A resolution awarding Bid # 09-65 and approving a contract with Seven Valley's Concrete, LLC in the amount of \$583,897.00 for the construction of the Broyles Avenue sewer lift station; and approving a project contingency in the amount of \$30,000.00.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 249-09**

- 12. Bid # 09-68 Jack Tyler Engineering of Arkansas Inc.:** A resolution awarding Bid # 09-68 and approving the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas, Inc. in the amount of \$175,000.00 for use as part of wastewater treatment.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 250-09**

- 13. Bid # 09-70 ISCO Teledyne:** A resolution awarding Bid # 09-70 and approving the purchase of seventeen sewer flow monitors from ISCO Teledyne in the amount of \$138,124.78 for use in the city sewer system.

**THIS RESOLUTION WAS REMOVED FROM CONSENT & TABLED INDEFINITELY**

- 14. Bid # 09-71 HACH Company:** A resolution awarding Bid # 09-71 and approving the purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company in the amount of \$36,947.84 for use at the Noland Wastewater Treatment Plant.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 251-09**

- 15. Fiber Optic Data Communication Line:** A resolution approving budget adjustments to fund installation of a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to Water and Sewer Operations on Industrial Drive.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 252-09**

- 16. Lake Fayetteville Boat Dock Operator Contract:** A resolution approving a Lake Fayetteville Boat Dock operator contract with Dollie Black in the amount of \$36,771.00.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 253-09**

- 17. Arkansas Forestry Commission Grant:** A resolution authorizing the Mayor to accept an Urban Forestry Ice Storm Damage Assessment and Restoration Grant in the amount of \$81,915.00 from the Arkansas Forestry Commission; and approving a budget adjustment recognizing the grant revenue.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 254-09**

- 18. Stephens, Inc. Contract:** A resolution to approve the 2009 annual renewal of the contract with Stephens, Inc. in the amount of \$51,950.00 for benefits consulting and insurance brokerage services.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 255-09**

## **Agenda Additions:**

**The following item was added to the agenda at the City Council meeting:**

1. **Environmental Action Committee:** An ordinance to amend Article XI **Environmental Action Committee** of Title III **Administration** of the Fayetteville Code to increase the membership by two at-large members.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5291**

## **B. Unfinished Business: None**

## **C. New Business:**

1. **CH2M Hill Engineers, Inc.:** A resolution to approve an agreement for operations, maintenance and management services of the City's wastewater plants and pump stations with CH2M Hill Engineers Inc. in the amount of \$6,858,886.00 plus a contingency of \$75,000.00 for services in 2010.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 256-09**

2. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2010.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5292**

3. **Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2010.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5293**

4. **Wayest:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5294**

5. **R-PZD 09-3439 (Oakbrooke Phase III):** An ordinance establishing a residential planned zoning district titled R-PZD 09-3439, Oakbrooke Phase III, located within Oakbrooke Phase I and Oakbrooke Phase II; containing approximately 29 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**

- 6. Amend Chapter 33:** An ordinance to amend Section 33.108 of the Fayetteville Code to provide that Planning Commissioners serve without compensation.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5295**

- 7. ADM 09-3449 (Title XV Development Review):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville to provide more clarity, consistency and predictability in the development review codes and to establish the framework for administrative approval for certain project types.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5296**

- 8. ADM 09-3463 (Amend Chapter 172):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapters 161: Zoning Regulations and 172: Parking and Loading in order to update and modify existing requirements and regulations that address the parking needs of all forms of transportation, provide additional parking ratios, and to eliminate unnecessary regulation.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5297**

- 9. Amend Chapter 34:** An ordinance to amend §34.23 Purchases and Contracts Not In Excess of \$20,000.00 of the Fayetteville Code to enact subsection (F) Waiver of the Requirement for Bids.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5298**

- 10. Amend Chapter 50:** An ordinance amending a portion of Chapter 50: Garbage and Trash of the Fayetteville Code of Ordinances.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5299**

- 11. Suspend City Clerk/Treasurer Pay Adjustment for 2010:** An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2010.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5300**

**Announcements:**

- 1. City Council Tour: None**

**Adjournment: 8:50 p.m.**

***NOTICE TO MEMBERS OF THE AUDIENCE***

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

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

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

*A copy of the City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.*

| Subject: | Roll         |   |  |  |  |
|----------|--------------|---|--|--|--|
|          | Lucas        | ✓ |  |  |  |
|          | Lewis        | ✓ |  |  |  |
|          | Gray         | ✓ |  |  |  |
|          | Thiel        | ✓ |  |  |  |
|          | Cook         | ✓ |  |  |  |
|          | Petty        | ✓ |  |  |  |
|          | Rhoads       | ✓ |  |  |  |
|          | Ferrell      | ✓ |  |  |  |
|          | Mayor Jordan | ✓ |  |  |  |

9-0

| Subject:                  | Nominating Committee Report |         |  |  |  |
|---------------------------|-----------------------------|---------|--|--|--|
| Motion To:                |                             | Approve |  |  |  |
| Motion By:                |                             | Cook    |  |  |  |
| Seconded:                 |                             | Thiel   |  |  |  |
| <u>Passed</u><br>approved | Lucas                       | ✓       |  |  |  |
|                           | Lewis                       | ✓       |  |  |  |
|                           | Gray                        | ✓       |  |  |  |
|                           | Thiel                       | ✓       |  |  |  |
|                           | Cook                        | ✓       |  |  |  |
|                           | Petty                       | ✓       |  |  |  |
|                           | Rhoads                      | ✓       |  |  |  |
|                           | Ferrell                     | ✓       |  |  |  |
|                           | Mayor Jordan                |         |  |  |  |

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|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------|-----------------------------------|--|
| <b>Subject:</b>                                                                                                                               | Consent #13 pulled tabled indef. |         |                                   |  |
| <b>Motion To:</b>                                                                                                                             |                                  | Approve | Item #13 Bid #09-70 ISCO Teledyne |  |
| <b>Motion By:</b>                                                                                                                             |                                  | Cook    | Removed from Consent & tabled     |  |
| <b>Seconded:</b>                                                                                                                              |                                  | Gray    | Indefinitely.                     |  |
| Minutes<br>Approved<br><br>Passed<br><br>Item #13<br>Bid #09-70<br>ISCO<br>Teledyne<br>was not<br>approved.<br>It was<br>tabled indefinitely. | Lucas                            | ✓       |                                   |  |
|                                                                                                                                               | Lewis                            | ✓       |                                   |  |
|                                                                                                                                               | Gray                             | ✓       |                                   |  |
|                                                                                                                                               | Thiel                            | ✓       |                                   |  |
|                                                                                                                                               | Cook                             | ✓       |                                   |  |
|                                                                                                                                               | Petty                            | ✓       |                                   |  |
|                                                                                                                                               | Rhoads                           | ✓       |                                   |  |
|                                                                                                                                               | Ferrell                          | ✓       |                                   |  |
|                                                                                                                                               | Mayor Jordan                     |         |                                   |  |

240-09 - 255-09

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Bid #09-70 ISCO Teledyne

|                                                                      |                                                          |                    |  |  |
|----------------------------------------------------------------------|----------------------------------------------------------|--------------------|--|--|
| <b>Subject:</b>                                                      | Remove item #13 from Consent Agenda & Table Indefinitely |                    |  |  |
| <b>Motion To:</b>                                                    |                                                          | Table Indefinitely |  |  |
| <b>Motion By:</b>                                                    |                                                          | Cook               |  |  |
| <b>Seconded:</b>                                                     |                                                          | Thiel              |  |  |
| Removed<br>from the<br>Consent<br>Agenda<br>& tabled<br>indefinitely | Lucas                                                    | ✓                  |  |  |
|                                                                      | Lewis                                                    | ✓                  |  |  |
|                                                                      | Gray                                                     | ✓                  |  |  |
|                                                                      | Thiel                                                    | ✓                  |  |  |
|                                                                      | Cook                                                     | ✓                  |  |  |
|                                                                      | Petty                                                    | ✓                  |  |  |
|                                                                      | Rhoads                                                   | ✓                  |  |  |
|                                                                      | Ferrell                                                  | ✓                  |  |  |
|                                                                      | Mayor Jordan                                             |                    |  |  |

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|---------------------|---------|--------------------------------|----------|----------|------|
| <b>Subject:</b>     |         | Environmental Action Committee |          |          |      |
| <b>Motion To:</b>   |         | Add to Agenda                  | 2nd Read | 3rd Read | Pass |
| <b>Motion By:</b>   |         | Cook                           | Thiel    | Thiel    |      |
| <b>Seconded:</b>    |         | Lucas                          | Gray     | Gray     |      |
| passed<br>5291      | Lucas   | ✓                              | ✓        | ✓        | ✓    |
|                     | Lewis   | ✓                              | ✓        | ✓        | ✓    |
|                     | Gray    | ✓                              | ✓        | ✓        | ✓    |
|                     | Thiel   | ✓                              | ✓        | ✓        | ✓    |
|                     | Cook    | ✓                              | ✓        | ✓        | ✓    |
|                     | Petty   | ✓                              | ✓        | ✓        | ✓    |
|                     | Rhoads  | ✓                              | ✓        | ✓        | ✓    |
|                     | Ferrell | ✓                              | ✓        | ✓        | ✓    |
| <b>Mayor Jordan</b> |         |                                |          |          |      |
|                     |         | 8-0                            | 8-0      | 8-0      | 8-0  |

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|---------------------|---------|--|--|--|--|
| <b>Subject:</b>     |         |  |  |  |  |
| <b>Motion To:</b>   |         |  |  |  |  |
| <b>Motion By:</b>   |         |  |  |  |  |
| <b>Seconded:</b>    |         |  |  |  |  |
|                     | Lucas   |  |  |  |  |
|                     | Lewis   |  |  |  |  |
|                     | Gray    |  |  |  |  |
|                     | Thiel   |  |  |  |  |
|                     | Cook    |  |  |  |  |
|                     | Petty   |  |  |  |  |
|                     | Rhoads  |  |  |  |  |
|                     | Ferrell |  |  |  |  |
| <b>Mayor Jordan</b> |         |  |  |  |  |

|                                                        |              |                                  |  |  |  |
|--------------------------------------------------------|--------------|----------------------------------|--|--|--|
| <b>Subject:</b>                                        |              | <b>CH2M Hill Engineers, Inc.</b> |  |  |  |
| <b>Motion To:</b>                                      |              | Approve                          |  |  |  |
| <b>Motion By:</b>                                      |              | Cook                             |  |  |  |
| <b>Seconded:</b>                                       |              | Lucas                            |  |  |  |
| C. 1<br>New<br>Business<br><br><u>Passed</u><br>256-09 | Lucas        | ✓                                |  |  |  |
|                                                        | Lewis        | ✓                                |  |  |  |
|                                                        | Gray         | ✓                                |  |  |  |
|                                                        | Thiel        | ✓                                |  |  |  |
|                                                        | Cook         | ✓                                |  |  |  |
|                                                        | Petty        | ✓                                |  |  |  |
|                                                        | Rhoads       | ✓                                |  |  |  |
|                                                        | Ferrell      | ✓                                |  |  |  |
|                                                        | Mayor Jordan |                                  |  |  |  |

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|------------------------------------------------------|--------------|---------------------------------------------------------|----------|------|--|
| <b>Subject:</b>                                      |              | <b>Northwest Arkansas Economic Development District</b> |          |      |  |
| <b>Motion To:</b>                                    |              | 2nd Read                                                | 3rd Read | Pass |  |
| <b>Motion By:</b>                                    |              | Thiel                                                   | Cook     | —    |  |
| <b>Seconded:</b>                                     |              | Cook                                                    | Lewis    | —    |  |
| C. 2<br>New<br>Business<br><br><u>Passed</u><br>5292 | Lucas        | ✓                                                       | ✓        | ✓    |  |
|                                                      | Lewis        | ✓                                                       | ✓        | ✓    |  |
|                                                      | Gray         | ✓                                                       | ✓        | ✓    |  |
|                                                      | Thiel        | ✓                                                       | ✓        | ✓    |  |
|                                                      | Cook         | ✓                                                       | ✓        | ✓    |  |
|                                                      | Petty        | ✓                                                       | ✓        | ✓    |  |
|                                                      | Rhoads       | ✓                                                       | ✓        | ✓    |  |
|                                                      | Ferrell      | ✓                                                       | ✓        | ✓    |  |
|                                                      | Mayor Jordan |                                                         |          |      |  |

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|---------------------------------------------------------------------------|---------------------|----------------------------------------|----------|------|--|
| <b>Subject:</b>                                                           |                     | <b>Fayetteville Youth Center, Inc.</b> |          |      |  |
| <b>Motion To:</b>                                                         |                     | 2nd Read                               | 3rd Read | Pass |  |
| <b>Motion By:</b>                                                         |                     | Cook                                   | Ferrell  | —    |  |
| <b>Seconded:</b>                                                          |                     | Thiel                                  | Petty    | —    |  |
| <b>C. 3</b><br><b>New</b><br><b>Business</b><br><br><u>passed</u><br>5293 | <b>Lucas</b>        | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Lewis</b>        | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Gray</b>         | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Thiel</b>        | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Cook</b>         | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Petty</b>        | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Rhoads</b>       | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Ferrell</b>      | ✓                                      | ✓        | ✓    |  |
|                                                                           | <b>Mayor Jordan</b> |                                        |          |      |  |
|                                                                           |                     | 8-0                                    | 8-0      | 8-0  |  |

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|---------------------------------------------------------------------------|---------------------|------------------------|----------|------|--|
| <b>Subject:</b>                                                           |                     | <b>Wayest</b>          |          |      |  |
| <b>Motion To:</b>                                                         |                     | 2nd Read               | 3rd Read | Pass |  |
| <b>Motion By:</b>                                                         |                     | Cook                   | Thiel    | —    |  |
| <b>Seconded:</b>                                                          |                     | Thiel                  | Gray     | —    |  |
| <b>C. 4</b><br><b>New</b><br><b>Business</b><br><br><u>passed</u><br>5294 | <b>Lucas</b>        | ✓                      | ✓        | ✓    |  |
|                                                                           | <b>Lewis</b>        | ✓                      | ✓        | ✓    |  |
|                                                                           | <b>Gray</b>         | ✓                      | ✓        | ✓    |  |
|                                                                           | <b>Thiel</b>        | ✓                      | ✓        | ✓    |  |
|                                                                           | <b>Cook</b>         | ✓                      | ✓        | ✓    |  |
|                                                                           | <b>Petty</b>        | Absent during the vote | ✓        | ✓    |  |
|                                                                           | <b>Rhoads</b>       | ✓                      | ✓        | ✓    |  |
|                                                                           | <b>Ferrell</b>      | ✓                      | ✓        | ✓    |  |
|                                                                           | <b>Mayor Jordan</b> |                        |          |      |  |
|                                                                           |                     | 7-0                    | 8-0      | 8-0  |  |

|                                                                                                    |                |                                            |                                         |  |  |
|----------------------------------------------------------------------------------------------------|----------------|--------------------------------------------|-----------------------------------------|--|--|
| <b>Subject:</b>                                                                                    |                | <b>R-PZD 09-3439 (Oakbrooke Phase III)</b> |                                         |  |  |
| <b>Motion To:</b>                                                                                  |                |                                            | Send back to<br>the Planning Commission |  |  |
| <b>Motion By:</b>                                                                                  |                |                                            | Lucas                                   |  |  |
| <b>Seconded:</b>                                                                                   |                |                                            | Lewis                                   |  |  |
| <b>C. 5</b><br><br><b>New</b><br><br><b>Business</b><br><br><i>Left on<br/>the 3rd<br/>Reading</i> | <b>Lucas</b>   | ✓                                          |                                         |  |  |
|                                                                                                    | <b>Lewis</b>   | ✓                                          |                                         |  |  |
|                                                                                                    | <b>Gray</b>    | N                                          |                                         |  |  |
|                                                                                                    | <b>Thiel</b>   | N                                          |                                         |  |  |
|                                                                                                    | <b>Cook</b>    | ✓                                          |                                         |  |  |
|                                                                                                    | <b>Petty</b>   | N                                          |                                         |  |  |
|                                                                                                    | <b>Rhoads</b>  | N                                          |                                         |  |  |
|                                                                                                    | <b>Ferrell</b> | N                                          |                                         |  |  |
| <b>Mayor Jordan</b>                                                                                |                |                                            |                                         |  |  |

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|-----------------------------------------------------------------------------------|----------------|-------------------------|----------|----------|------|
| <b>Subject:</b>                                                                   |                | <b>Amend Chapter 33</b> |          |          |      |
| <b>Motion To:</b>                                                                 |                |                         | 2nd Read | 3rd Read | Pass |
| <b>Motion By:</b>                                                                 |                |                         | Petty    | Gray     | —    |
| <b>Seconded:</b>                                                                  |                |                         | Thiel    | Petty    | —    |
| <b>C. 6</b><br><br><b>New</b><br><br><b>Business</b><br><br><i>Passed</i><br>5295 | <b>Lucas</b>   | ✓                       | ✓        | ✓        |      |
|                                                                                   | <b>Lewis</b>   | ✓                       | ✓        | ✓        |      |
|                                                                                   | <b>Gray</b>    | ✓                       | ✓        | ✓        |      |
|                                                                                   | <b>Thiel</b>   | ✓                       | ✓        | ✓        |      |
|                                                                                   | <b>Cook</b>    | ✓                       | ✓        | ✓        |      |
|                                                                                   | <b>Petty</b>   | ✓                       | ✓        | ✓        |      |
|                                                                                   | <b>Rhoads</b>  | ✓                       | ✓        | N        |      |
|                                                                                   | <b>Ferrell</b> | ✓                       | ✓        | ✓        |      |
| <b>Mayor Jordan</b>                                                               |                |                         |          |          |      |

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|                                                      |              |                                                  |          |      |  |
|------------------------------------------------------|--------------|--------------------------------------------------|----------|------|--|
| <b>Subject:</b>                                      |              | <b>ADM 09-3449 (Title XV Development Review)</b> |          |      |  |
| <b>Motion To:</b>                                    |              | 2nd Read                                         | 3rd Read | Pass |  |
| <b>Motion By:</b>                                    |              | Thiel                                            | Ferrell  | —    |  |
| <b>Seconded:</b>                                     |              | Ferrell                                          | Thiel    | —    |  |
| C. 7<br>New<br>Business<br><br><i>passed</i><br>5296 | Lucas        | ✓                                                | ✓        | ✓    |  |
|                                                      | Lewis        | ✓                                                | ✓        | ✓    |  |
|                                                      | Gray         | ✓                                                | ✓        | ✓    |  |
|                                                      | Thiel        | ✓                                                | ✓        | ✓    |  |
|                                                      | Cook         | ✓                                                | ✓        | ✓    |  |
|                                                      | Petty        | ✓                                                | ✓        | ✓    |  |
|                                                      | Rhoads       | ✓                                                | ✓        | ✓    |  |
|                                                      | Ferrell      | ✓                                                | ✓        | ✓    |  |
|                                                      | Mayor Jordan |                                                  |          |      |  |
|                                                      |              | 8-0                                              | 8-0      | 8-0  |  |

|                                                      |              |                                        |          |              |  |
|------------------------------------------------------|--------------|----------------------------------------|----------|--------------|--|
| <b>Subject:</b>                                      |              | <b>ADM 09-3463 (Amend Chapter 172)</b> |          |              |  |
| <b>Motion To:</b>                                    |              | 2nd Read                               | 3rd Read | Pass         |  |
| <b>Motion By:</b>                                    |              | Thiel                                  | Thiel    | <del>—</del> |  |
| <b>Seconded:</b>                                     |              | Petty                                  | Lewis    | <del>—</del> |  |
| C. 8<br>New<br>Business<br><br><i>passed</i><br>5297 | Lucas        | ✓                                      | ✓        | ✓            |  |
|                                                      | Lewis        | ✓                                      | ✓        | ✓            |  |
|                                                      | Gray         | ✓                                      | ✓        | ✓            |  |
|                                                      | Thiel        | ✓                                      | ✓        | ✓            |  |
|                                                      | Cook         | ✓                                      | ✓        | ✓            |  |
|                                                      | Petty        | ✓                                      | ✓        | ✓            |  |
|                                                      | Rhoads       | ✓                                      | ✓        | ✓            |  |
|                                                      | Ferrell      | ✓                                      | ✓        | ✓            |  |
|                                                      | Mayor Jordan |                                        |          |              |  |
|                                                      |              | 8-0                                    | 8-0      | 8-0          |  |

|                                                      |              |                         |          |      |  |
|------------------------------------------------------|--------------|-------------------------|----------|------|--|
| <b>Subject:</b>                                      |              | <b>Amend Chapter 34</b> |          |      |  |
| <b>Motion To:</b>                                    |              | 2nd Read                | 3rd Read | Pass |  |
| <b>Motion By:</b>                                    |              | Petty                   | Petty    | —    |  |
| <b>Seconded:</b>                                     |              | Thiel                   | Ferrell  | —    |  |
| C. 9<br>New<br>Business<br><br><u>Passed</u><br>5298 | Lucas        | ✓                       | ✓        | ✓    |  |
|                                                      | Lewis        | ✓                       | ✓        | ✓    |  |
|                                                      | Gray         | ✓                       | ✓        | ✓    |  |
|                                                      | Thiel        | ✓                       | ✓        | ✓    |  |
|                                                      | Cook         | ✓                       | ✓        | ✓    |  |
|                                                      | Petty        | ✓                       | ✓        | ✓    |  |
|                                                      | Rhoads       | ✓                       | ✓        | ✓    |  |
|                                                      | Ferrell      | ✓                       | ✓        | ✓    |  |
|                                                      | Mayor Jordan |                         |          |      |  |
|                                                      |              | 8-0                     | 8-0      | 8-0  |  |

|                                                       |              |                         |          |      |  |
|-------------------------------------------------------|--------------|-------------------------|----------|------|--|
| <b>Subject:</b>                                       |              | <b>Amend Chapter 50</b> |          |      |  |
| <b>Motion To:</b>                                     |              | 2nd Read                | 3rd Read | Pass |  |
| <b>Motion By:</b>                                     |              | Thiel                   | Thiel    | —    |  |
| <b>Seconded:</b>                                      |              | Cook                    | Cook     | —    |  |
| C. 10<br>New<br>Business<br><br><u>Passed</u><br>5299 | Lucas        | ✓                       | ✓        | ✓    |  |
|                                                       | Lewis        | ✓                       | ✓        | ✓    |  |
|                                                       | Gray         | ✓                       | ✓        | ✓    |  |
|                                                       | Thiel        | ✓                       | ✓        | ✓    |  |
|                                                       | Cook         | ✓                       | ✓        | ✓    |  |
|                                                       | Petty        | ✓                       | ✓        | ✓    |  |
|                                                       | Rhoads       | ✓                       | ✓        | ✓    |  |
|                                                       | Ferrell      | ✓                       | ✓        | ✓    |  |
|                                                       | Mayor Jordan |                         |          |      |  |
|                                                       |              | 8-0                     | 8-0      | 8-0  |  |

|                                                           |                                                             |          |          |      |  |
|-----------------------------------------------------------|-------------------------------------------------------------|----------|----------|------|--|
| <b>Subject:</b>                                           | <b>Suspend City Clerk/Treasurer Pay Adjustment for 2010</b> |          |          |      |  |
| <b>Motion To:</b>                                         |                                                             | 2nd Read | 3rd Read | Pass |  |
| <b>Motion By:</b>                                         |                                                             | Petty    | Gray     | —    |  |
| <b>Seconded:</b>                                          |                                                             | Cook     | Cook     | —    |  |
| C. 11<br>New<br>Business<br><br><i>Passed</i><br><br>5300 | Lucas                                                       | ✓        | ✓        | ✓    |  |
|                                                           | Lewis                                                       | ✓        | ✓        | ✓    |  |
|                                                           | Gray                                                        | ✓        | ✓        | ✓    |  |
|                                                           | Thiel                                                       | ✓        | ✓        | ✓    |  |
|                                                           | Cook                                                        | ✓        | ✓        | ✓    |  |
|                                                           | Petty                                                       | ✓        | ✓        | ✓    |  |
|                                                           | Rhoads                                                      | ✓        | ✓        | ✓    |  |
|                                                           | Ferrell                                                     | ✓        | ✓        | ✓    |  |
|                                                           | Mayor Jordan                                                |          |          |      |  |
|                                                           |                                                             | 8-0      | 8-0      | 8-0  |  |

|                          |              |  |  |  |  |
|--------------------------|--------------|--|--|--|--|
| <b>Subject:</b>          |              |  |  |  |  |
| <b>Motion To:</b>        |              |  |  |  |  |
| <b>Motion By:</b>        |              |  |  |  |  |
| <b>Seconded:</b>         |              |  |  |  |  |
| C. 12<br>New<br>Business | Lucas        |  |  |  |  |
|                          | Lewis        |  |  |  |  |
|                          | Gray         |  |  |  |  |
|                          | Thiel        |  |  |  |  |
|                          | Cook         |  |  |  |  |
|                          | Petty        |  |  |  |  |
|                          | Rhoads       |  |  |  |  |
|                          | Ferrell      |  |  |  |  |
|                          | Mayor Jordan |  |  |  |  |

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY  
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **December 16, 2009**

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

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of December 15, 2009**

1. **Profit Stars:** A resolution awarding RFP #09-16 and approving a contract with Jack Henry & Associates, Inc. D/B/A/ProfitStars in an amount up to \$33,240.00 for an electronic check processing system; and amending the 2009 City Budget by approving a budget adjustment of \$18,240.00;
2. **EMC Corporation:** A resolution approving a contract with EMC Corporation for the purchase, through the current state procurement contract, of an EMC Clariion CX4 Redundant Network Storage System with a three year hardware and software maintenance agreement, in the amount of \$196,280.00 and a budget adjustment;
3. **Fayetteville Police Department Donations:** A resolution amending the 2009 City Budget to recognize donations to the Fayetteville Police Department in the amount of \$1,980.00;
4. **U.S. Marshals Service Reimbursement:** A resolution amending the 2009 City Budget to accept reimbursement of equipment and vehicle fuel expenses from the U.S. Marshals Service in the amount of \$22,000.00;
5. **State Forfeiture:** A resolution amending the 2009 City Budget by approving a budget adjustment to recognize State Forfeiture Revenue for the third and fourth quarters of 2009 in the amount of \$5,199.00 for use by the Fayetteville Police Department;

**6. Federal Forfeiture:** A resolution amending the 2009 City Budget by approving a budget adjustment to recognize Federal Forfeiture Revenue for the third and fourth quarters of 2009 in the amount of \$4,094.00 for use by the Fayetteville Police Department;

**7. IRS/Treasury Forfeiture:** A resolution amending the 2009 City Budget by approving a budget adjustment to recognize U.S. Department of the Treasury/Internal Revenue Service Forfeiture for the third and fourth quarters of 2009 in the amount of \$36,536.00 for use by the Fayetteville Police Department;

**8. Environmental Consulting Operations, Inc.:** A resolution approving Amendment No. 4 to the Engineering Contract with Environmental Consulting Operations, Inc. in the amount of \$175,200.00 for Wastewater System Improvements Project and wetlands mitigation site stormwater, wetlands and environmental issues, as required by the U.S. Army Corps of Engineers and the Arkansas Department of Environmental Quality;

**9. Bid #09-52 United Engines, LLC:** A resolution awarding Bid #09-52 and approving the purchase of seven back-up power generators from United Engines, LLC in the amount of \$113,954.00 for use at Wastewater Lift Stations; and amending the 2009 city budget by approving a budget adjustment of \$113,954.00;

**10. Bid #09-65 Seven Valley's Concrete, LLC:** A resolution awarding Bid #09-65 and approving a contract with Seven Valley's Concrete, LLC in the amount of \$583,897.00 for the construction of the Broyles Avenue Sewer Lift Stations; and approving a project contingency in the amount of \$30,000.00

**11. Bid #09-68 Jack Tyler Engineering of Arkansas, Inc.:** A resolution awarding Bid #09-68 and approving the purchase of a fine band screen with associated controls and accessories form Jack Tyler Engineering of Arkansas, Inc. in the amount of \$175,000.00 for use as part of wastewater treatment;

**12. Bid #09-71 HACH Company:** A resolution awarding Bid #09-71 and approving the purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company in the amount of \$36,947.84 for use at the Noland Wastewater Treatment Plant;

- 13. Fiber Optic Data Communication Line:** A resolution approving budget adjustments to fund installation of a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to Water and Sewer Operations on Industrial Drive;
- 14. Lake Fayetteville Boat Dock Operator Contract:** A resolution approving a Lake Fayetteville Boat Dock Operator contract with Dollie Black in the amount of \$36,771.00;
- 15. Arkansas Forestry Commission Grant:** A resolution authorizing the Mayor to accept and Urban Forestry Ice Storm Damage Assessment and Restoration Grant in the amount of \$81,915.00 from the Arkansas Forestry Commission; and approving a budget adjustment recognizing the grant revenue;
- 16. Stephens, Inc. Contract:** A resolution to approve the 2009 annual renewal of the contract with Stephens, Inc. in the amount of \$51,950.00 for benefits consulting and insurance brokerage services;
- 17. CH2M Hill Engineers, Inc.:** A resolution to approve an agreement for operations, maintenance and management services of the City's Wastewater Plants and Pump Stations with CH2M Hill Engineers, Inc. in the amount of \$6,858,886.00 plus a contingency of \$75,000.00 for services in 2010;
- 18. NWA Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2010;
- 19. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2010;
- 20. Wayest:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department;



- 21. Amend Chapter 33:** An ordinance to amend §33.108 of the Fayetteville Code to provide that Planning Commissioners serve without compensation;
- 22. Amend Chapter 34:** An ordinance to amend §34.23 **Purchases and Contract Not In Excess of \$20,000.00** of the Fayetteville Code to enact subsection (F) *Waiver of the Requirement for Bids*;
- 23. Suspend City Clerk/Treasurer Pay Adjustment for 2010:** An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2010;
- 24. Increase Membership of Environmental Action Committee:** An ordinance to amend Article XI **Environmental Action Committee** of Title III **Administration** of the Fayetteville Code to increase the membership by two at-large members.

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

Ward 1 Position 1 – Adella Gray  
Ward 1 Position 2 – Brenda Thiel  
Ward 2 Position 1 – Kyle B. Cook  
Ward 2 Position 2 – Matthew Petty  
Ward 3 Position 1 – Robert K. Rhoads  
Ward 3 Position 2 – Robert Ferrell  
Ward 4 Position 1 – Shirley Lucas  
Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas  
City Council Meeting Minutes  
December 1, 2009**

A meeting of the Fayetteville City Council was held on December 1, 2009 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Mayor Jordan called the meeting to order.**

**PRESENT: Alderman Gray, Thiel, Cook, Petty, Rhoads, Ferrell, Lucas, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.**

**Pledge of Allegiance**

**Mayor's Announcements, Proclamations and Recognitions:**

**Mayor Jordan** introduced the Spring International students and welcomed them to Fayetteville.

**Presentations, Reports and Discussion Items:**

Third Quarter 2009 Report of Financial Condition of the City – City Clerk

**City Clerk Sondra Smith** presented the reports to the City Council.

**Consent:**

Approval of the November 17, 2009 City Council meeting minutes.

***Approved***

**2009 Series Bond Issue – Streets & Trails:** A resolution adjusting the 2009 city budget to appropriate the proceeds of the 2009 Sales Tax Bond Issue for streets and trails.

***Resolution 234-09 as recorded in the office of the City Clerk.***

**Bid # 09-67 Royal Overhead Door Inc.:** A resolution awarding Bid 09-67 and approving purchase of three overhead rolling service doors from Royal Overhead Door, Inc. in the amount of \$36,507.00 for use at the Noland Wastewater Treatment Plant; approving a \$2,500.00 contingency; and approving a budget adjustment of \$3,007.00.

***Resolution 235-09 as recorded in the office of the City Clerk.***

**Alderman Rhoads moved to approve the Consent Agenda as read. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Ferrell was absent.**

**Agenda Additions:**

**Unfinished Business:**

**Old Wire Annexation Appeal:** An ordinance annexing that property described in annexation petition ANX 09-3409 (CC2009-4), for property located at 3231 North Old Wire Road, the northwest corner of Old Wire Road and Rom Orchard Road, containing approximately 39 acres. *This ordinance was left on the First Reading at the October 6, 2009 City Council meeting. This ordinance was left on the Second Reading at the October 20, 2009 City Council meeting. This ordinance was left on the Third Reading at the November 3, 2009 City Council meeting and Tabled to the November 17, 2009 City Council meeting. This ordinance was left on the Third Reading at the November 17, 2009 City Council meeting and Tabled to the December 1, 2009 City Council meeting.*

**Jeremy Pate,** Development Services Director gave a brief description and update on the proposed ordinance. He stated this was recommended for denial by Planning Commission and staff.

**Captain William Brown** referred to a letter he wrote to Jeremy Pate which stated this could cause some confusion for the officers and emergency services regarding the city boundaries and whose jurisdiction it would be.

**Alderman Ferrell:** Would the same scenario apply to other places?

**Captain William Brown:** Yes sir, it could.

**Alderman Lewis:** Can you talk about the response time?

**Captain William Brown:** Anything that is on the perimeter of an area is going to get less extra patrol. The response time should not be affected because we are out and about all over the city.

**Alderman Thiel:** I would like to hear from the applicant or the developer. Then the citizens can respond to that.

**Todd Jacobs** with Appian gave a brief presentation on the proposed annexation.

**Alderman Lewis:** Why would a developer want to be in the City versus being in the County where there are fewer restrictions?

**Todd Jacobs:** The City will be able to provide utilities to the property. We have a lot more design flexibility than we would in the County.

**Alderman Thiel:** When this went before the Planning Commission and staff do you think that being linked together with a rezoning affected the approval? If this would have just come in as an annexation would it have been denied?

**Jeremy Pate:** At the last Planning Commission they did not consider the rezoning. It was on the agenda but the applicant withdrew that before it was discussed.

**Alderman Thiel:** And there was no consideration that it was all owned by one owner?

**Jeremy Pate:** I don't believe all this property was under one ownership. They have actually brought in one more property owner to make the square that you see. The sliver of property that is adjacent to the western side of the City limits that is considered as part of this parcel and that is the portion that they are discussing about being in the city limits.

**Alderman Thiel:** I am just not very clear on what we have. I guess page 66 of 70 is what you are referring to.

**Jeremy Pate:** Yes that is correct.

**Todd Jacobs** clarified the property boundary lines.

**Alderman Lewis** asked for clarification on what is being annexed.

**Todd Jacobs** showed the area that is being annexed on the map.

A discussion followed on which area it was.

**Colleen Gaston**, resident of 32703 Rom Orchard Rd. submitted photographs of the blind curve on Old Wire just before arriving at the property proposed for annexation. She also submitted photographs of subdivisions that are vacant and three letters from residents. She went on to speak in opposition to the ordinance.

**Alderman Ferrell:** I would still like to know which citizens are citizens of the City of Fayetteville.

**Terry Peyton**, resident of Bridgewater which is just inside the City's growth area expressed his concerns and went on to speak in opposition to the ordinance.

**Alderman Ferrell** confirmed that he was in fact a citizen of Fayetteville. He also asked did Dr. Knox develop a portion of his property at one time.

**Terry Peyton:** I don't think so. I do know they are working with the City to straighten the curve on the extension of Joyce to donate the land at the far northern reaches of her land.

**Peggy Hart,** resident of 521 East Ash spoke on behalf of her parents who live at 3119 Rom Orchard Rd. She expressed their concerns and went on to speak in opposition to the ordinance.

**Jeff Danjo,** resident of 3284 Rom Orchard Rd expressed his concerns and spoke in opposition to the ordinance.

**Hank Broyles,** the developer spoke on previous developments that also have county property on the other side of the road and stated they have worked out well. He also pointed out part of the Knox property that is zoned RSF-12.

**Alderman Thiel:** I see in the packet that it is RSF-12. So it is shown very clearly. Can you remind me about the Bridgewater extension?

**Hank Broyles:** Bridgewater is part of the 20/20 Master Street Plan. In the future when this property is developed whoever develops it will have to put in Bridgewater from Old Wire Road all the way to the western edge of this piece of property.

**Alderman Thiel:** Is that owned by the Knox's?

**Hank Broyles:** The Knox property is all north of our property. They have no property to the west of us.

**Alderman Thiel:** So there is a possibility that someone would want to extend Bridgewater.

**Hank Broyles:** Someone could extend Bridgewater. The property that I have now there is about sixty feet or so that brushes up against the Knox property.

**Alderman Thiel:** Jeremy, when Hank brought up the rezoned area that belongs to the Knox's, do you remember when that was rezoned?

**Jeremy Pate:** I believe it was before my time here but I am not sure when.

**Alderman Thiel:** So they did not do it or you don't know?

**Jeremy Pate:** I don't know.

**Alderman Thiel:** My other question is on that same page 65 of 70 just past Natchez Trace there is the peninsula that sticks out that is zoned R-A. When did that come in and why?

**Jeremy Pate:** It was in a conservation easement. That property and the adjacent property are also in conservation easements that are maintained by Ozark Regional Land Trust as part of the protected area. There are certain residential structures and we have a copy of that in our office. That was brought in maybe in the early 2000's and dedicated as a protected area.

**Alderman Thiel:** It's not in the City it is just green.

**Jeremy Pate:** No that little sliver is in the City and I believe the intent at the time was to develop it however through those discussions it became a conservation easement and has not been developed.

**Alderman Thiel:** However at one point staff, and Planning Commission and the City Council did approve a peninsula like that.

**Jeremy Pate:** Yes.

**Alderman Gray:** I have a question for Colleen regarding these other subdivisions. Can you give me some distance and also some kinds of houses that are being built there?

**Colleen Gaston:** The subdivision on Skillern which is Crestmont is a single street with 10 lots. It has a stormwater detention pond at the rear of the development that is full of trash. It has been undeveloped for over a year now or possibly longer. All of the subdivisions that I gave you photos of are by road within a mile of the proposed annexed property. Then you go to the subdivision on Crossover which is RPG.

**Alderman Gray:** You don't have any idea how this is zoned and what size houses they planned to put there?

**Colleen Gaston:** I am guessing it is four houses per acre but I don't know how the lots are actually sized.

**Jeremy Pate:** I would anticipate both are zoned for four units per acre.

**Colleen Gaston:** The other lots are further south on Crossover before you get to Township. Hickory Park Subdivision does have some houses but it has more vacant lots than it has houses.

**Jeremy Pate:** Hickory Park is actually a residential planned zoning district and it's roughly four units per acre as well.

**Alderman Gray:** And Lynnwood?

**Colleen Gaston:** That is a subdivision that goes off of Crossover directly and you can maybe see from the photograph how many lots there are.

**Alderman Gray:** It looks like six but we don't have any idea how many acres are there.

**Colleen Gaston:** No, I am sorry. I can say on the peninsula that you asked about Ms. Thiel, my recollection is that when that came before the Planning Division first as an annexation/rezoning that the Planning Division recommended against it because it was creating an island. I think the Planning Commission denied it and it was an appeal to the City Council and they annexed it in but did not rezone it. The actual conservation easement was worked out once it looked like it wasn't going to be rezoned for high density development. The neighbors went together and bought the property and then put it in a conservation easement.

**Alderman Petty:** I think in spite of all the content I have read from the Planning Commission I am going to support it. My principal concern is preserving our agricultural production and the

potential of this land. I am going to vote for this as a gesture of good faith to say that if the developer will bring forth something that is up to my standards when it comes to urban agriculture I will work very closely with you. If it is anything other than that I can't support any other rezonings.

**Alderman Lewis:** The City has a footprint and you should try not to go out of it. No matter what happens with this property the City has the long term maintenance of whatever utilities go in etc. and that is a cost to the citizens. I am not a proponent of annexation at this point in time. We have a lot of space in Fayetteville that can be developed and that is what we need to be looking at.

**Alderman Thiel** stated I favor annexation when it is this close to town. This is actually going to be developed and we want the structures to be based on our City Codes so I probably will support this.

**Alderman Rhoads** stated I don't know if I have ever voted against an annexation and the reason being is I believe eventually it would be the City's responsibility to take care of those areas anyways. I would rather do it on the front end than on the back. You all will get another chance to come back and your voices will be heard on what is developed out there. I am going to support it as well.

**Alderman Lewis:** If we want to protect our water resources and you are talking about septic tanks then instead of sprawling we need to be working with the County to create regulations at the County level to keep them from using types of septic systems that would affect our water supply. It doesn't seem like the City should sprawl in order to protect our water resources. That is not the correct tool to address that problem.

**Alderman Thiel:** I think we have come a long way in septic systems but the only way to ensure that there is not leakage and run off is if they are on Sewer Systems and the City does not extend sewer into the County. As far as us trying to get the county to regulate construction that is just not our purview.

**Alderman Lewis:** I understand what you are saying. I would just like people to think about that and what tool we are using to address that.

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-2. Alderman Lewis and Cook voting no.**

***Ordinance 5287 as Recorded in the office of the City Clerk.***

### **New Business:**

**Fayetteville Animal Shelter Donation:** A resolution accepting a donation of \$25,000.00 to the Fayetteville Animal Shelter from the estate of Kathryn B. Stout, and approving a budget adjustment recognizing the donation.

**Justine Middleton,** Animal Services Superintendent expressed her gratitude for the generous gift.

**Alderman Lewis:** Thank you Justine for saying that out loud. That was a significant contribution and deserved some recognition.

**Alderman Lucas:** I knew Mrs. Stout and she was a fantastic lady and very generous to many things. The Animal Shelter was very important to her and I think this is wonderful.

**Alderman Ferrell** shared his memories of Mr. Stout.

**Alderman Thiel moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed unanimously.**

***Resolution 236-09 as recorded in the office of the City Clerk.***

**RZN 09-3442 (Kimbrough):** An ordinance rezoning that property described in rezoning petition RZN 09-3442, for approximately 0.3 acres, located at 805 West Bel Air Drive from RSF-4, Residential Single-Family, 4 units per acre, to RSF-8, Residential Single-Family, 8 units per acre.

***City Attorney Kit Williams read the ordinance.***

**Jeremy Pate** gave a brief description of the ordinance.

**Alderman Lewis:** Are there any regulations on the design of that as far as the parking lot and how close they can be?

**Jeremy Pate:** There can be a parking lot. It's a single family district so the only use that is allowed is one single family home. It would have one or two parking spaces likely within the driveway or garage. We don't have any architectural design standards for single family homes so there is nothing really that we would have a regulation on.

**Alderman Lucas:** Why did they not go for a lot split?

**Jeremy Pate:** If the zoning is approved they go through with the lot split but as it is currently you could not split the lot out and still have an RSF-4 lot for development. It would have to be zoned RSF-8 or RSF-7.

**Alderman Lucas** asked him to explain again.

**Jeremy Pate** explained why a lot split was not done.

**Alderman Lucas:** Why couldn't you have RSF-4 there?

**Jeremy Pate:** The lot wouldn't be big enough. The RSF-4 zoning district requires an 8,000 square foot minimum lot and the RSF-8 requires 5,000 square feet. This allows them a little more flexibility in terms of providing another single family home.



**Alderman Thiel:** The fact that it is single family, its meeting affordability, infill, etc. I think it is a good thing.

**Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Cook seconded the motion. Upon roll call the motion passed unanimously.**

**City Attorney Kit Williams read the ordinance.**

**Alderman Cook:** In the past there have been arguments about parts of this neighborhood but with this RSF-8 all they could build on this would be another single family house.

**Jeremy Pate:** That's correct. We had the exact same discussion and we have had concerns west and east of Garland. There is not as clear of a dividing line except for this neighborhood. The change of density with RSF-8 is certainly an additional single family unit but it's the same use as any of the neighbors that would be directly adjacent to that.

**Alderman Petty moved to suspend the rules and go to the third and final reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.**

**City Attorney Kit Williams read the ordinance.**

**Alderman Lucas:** I am not going to support this. This is the neighborhood that fought long and hard for the property across the street from this when they were trying to build the apartments right up against their houses. I just feel it slowly creeps into a neighborhood when you change the rezoning.

**Alderman Ferrell** asked Alderman Lucas to repeat what she just stated.

**Alderman Lucas** re-explained her reasons for not supporting the ordinance.

**Alderman Lewis:** Has the ward representing this heard anything?

**Alderman Petty:** No.

**Alderman Lewis:** Kit, did you put a condition of approval on this zoning stating it can never be changed?

**City Attorney Kit Williams:** No, it wasn't like that.

**Alderman Lucas:** It wasn't that way. It was when the apartments were built and this property was going to be part of that and we refused. The idea in order to get this rezoned was to preserve this.

**City Attorney Kit Williams:** One City Council can not prevent another City Council from rezoning property. It was not a condition like that that could be enforced.

**Alderman Lucas:** Somehow or another they said they were not going to do anything to that lot.

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-2. Alderman Lucas and Cook voting no.**

***Ordinance 5288 as Recorded in the office of the City Clerk.***

**Illinois River Watershed Partnership:** An ordinance waiving the requirements of §34.23, of the Fayetteville Code of Ordinances and approving a contract with the Illinois River Watershed Partnership in the amount of \$10,000.00 for Watershed Education and Planning Services.

***City Attorney Kit Williams read the ordinance.***

**Alderman Lewis:** I would like to recuse from this. Three years ago they made a donation to my dissertation research and I think I should not vote on this.

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

**Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis recused.**

***City Attorney Kit Williams read the ordinance.***

**Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis recused.**

***City Attorney Kit Williams read the ordinance.***

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Lewis recused.**

***Ordinance 5289 as Recorded in the office of the City Clerk.***

**ADM 09-3467 Park Centre C-PZD Amendment No. 1:** An ordinance amending a commercial planned zoning district entitled C-PZD 08-2894 Park Centre to allow modification to the approved building elevations, as described herein.

***City Attorney Kit Williams read the ordinance.***

**Jeremy Pate** gave a brief description of the ordinance. He stated we are recommending approval.

**Alderman Thiel:** It looks like to me that this is an improvement of what we originally accepted.

**Alderman Lewis:** I mentioned that it looked like a strip mall and I am wondering if there is any way to get them to move their parking lot so that it will be more walkable as opposed to the sheet of parking in front of the building.

**Jeremy Pate:** They have about five years to obtain their building permits. We expressed our desire for the buildings to either face onto Zion or Vantage Street. The Planning Commission and Council voted to keep the buildings where they are currently. We were able to add additional outdoor eating and retail space along the endcaps of those buildings. The other good thing about this project is the extension of Vantage into the park which will extend the trail system and bike lanes in the park.

**Alderman Lewis:** I am just worried that it will look like Sixth Street near Chick Fil A and I don't want that.

**Alderman Ferrell:** I think you were on the Council when this came the first time and in my opinion there was a lot of give and take. I think they would like to have preservation and a pretty nice area.

**Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.**

*City Attorney Kit Williams read the ordinance.*

**Alderman Ferrell moved to suspend the rules and go to the third and final reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.**

*City Attorney Kit Williams read the ordinance.*

**Alderman Petty:** I sympathize with what you are saying Sarah but I am going to vote for it because it is better than what has already been approved. I don't want to change the whole thing. They have five years so we might see someone else come forward and make some of those changes.

**Alderman Lewis:** Is the applicant here? Can you speak to those concerns about the parking?

**Roger Boskus,** Architect for the project stated the concept is pretty simple. The homesteads are fronted along Zion Road so the buildings are occupying where the homesteads were. This basically puts themselves in that proximity which preserves the natural tree line along Zion Road. This allows us to save a nice canopy.

**Alderman Ferrell:** There is an existing log cabin there and they offered the log cabin to the Parks.

**Alderman Lewis:** Did we keep it?

**Alderman Ferrell:** No.

**Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.**

***Ordinance 5290 as Recorded in the office of the City Clerk.***

**Private Parking Lot Agreements:** A resolution to express the City Council's support for the City Parking Division to seek leases and agreements to manage private parking lots.

**Sharon Crosson,** Parking and Telecommunications Manager gave a brief description of the resolution. She stated we are asking for the Council's support in going forward with negotiating contracts with private parking lot owners that offer public parking in the Dickson Street Entertainment District. The things we will gain are continuity of enforcement and consistency in the rate structure and the rates would be set within each individual contract.

**City Attorney Kit Williams:** They have to be set by ordinance so we would have to pass an ordinance to our code to set the rates.

**Sharon Crosson:** We will define that more as we get into the negotiating of those. Another thing it would benefit is centralization of customer service and it would also provide enforcement with written citations rather than towing and booting of the vehicles. Lastly it would provide a legal method of litter control and cleaning of those areas.

**Alderman Thiel:** I support this, however would we have to manage our public lots to make this cost effective or can we just do this part of it and consider something different with the public lots?

**Sharon Crosson:** It would depend on the lot and the times they want to enforce it. She went on to explain the staff time constraints.

**Alderman Thiel:** So at this time you have not analyzed it enough to feel like it would pay for it.

**Mayor Jordan:** Here is why we are bringing this forward. These are resolutions of intent before the staff spends hours on something that may not pass this Council I wanted to make sure that the Council was okay with this and then we would take it from there.

**Don Marr,** Chief of Staff stated the Mayor directed us to address the Walton Arts Center's problem which was parking for their patrons. We shared with the Walton Arts Center that we would have to have dialogue with a lot of people to make any agreements. That dialogue evolved as a result of the input that the Mayor received from all those people. I would expect that you will see a plan come back from the staff that is a combination of both public and private and that there will also be public lots that we may look for someone else to manage like the Walton Arts Center so that we can handle and best fit their needs. We look at this as a means of being able to have consistency in the area but that is a policy decision we need your authorization on.

**Alderman Rhoads:** I am supportive of this but that does not necessarily mean I plan on voting for exactly what comes forward. My take is not so much as trying to please various groups as much as keeping our eye on what is best for Fayetteville. This area is one of the crown jewels of Fayetteville and we need to make sure that it gets better and better. Parking can either be an incredible attribute or it can mess it all up. Whatever we do finally vote on will probably be dynamic and potentially meant to be changed.

**Alderman Petty:** There have been more than 50 comments online about parking in the last week and I think everyone needs to know to expound on what Lioneld started with. There are no

proposals or policies on the table tonight. The reason we need to show our support is because the one show stopper in any parking plan is going to be a lack of Council support. We need to take steps before we commit hours of staff time towards this to indicate that we are not going to be obstinate about any parking plan that comes forward that we are going to consider things carefully. If you are one of the stakeholders involved this is your chance to give us input.

**Alderman Ferrell:** I am going to support this. One of the biggest things I have heartburn with is the towing. I am very willing and glad to look at this. The way it is presented I think it is a good idea. Alderman Ferrell expresses his concern about people being towed.

**Nelson Driver:** I occupy a business on Dickson Street. I firmly agree that dialogue needs to begin. I would hate to see paid parking come to Dickson Street because of what I think it would do to the businesses. I think it is inevitable that something is going to have to change down there. If we are going to be able to build a parking garage to take care of the parking menace that we have in the Dickson Street area we are going to have to have the revenue sources to do that with.

One of the biggest problems that we have with the private/public lots around the entertainment district is towing. That sends a negative message to the people coming into this town. My comment about the City managing private lots from a continuity standpoint as a business person it is the only thing that makes sense.

**Alderman Lucas:** We already have paid parking down there. It is a matter of whether we are going to manage it or they are going to manage it individually. I am in support of this if we can have continuity.

**Mayor Jordan:** The main thing we are going to get from this is when the City starts managing that there will not be any more towing. We will issue citations but their vehicle will not be towed off. When I met with the business owners the number one concern that they had was towing.

**Alderman Lewis:** I think this is also worth exploring. What type of business owners did you meet with? Was it a pretty good mix?

**Mayor Jordan:** I think it was a good mix.

**Nelson Driver:** The Mayor met with the Dickson Street Merchants Association, which is an association of all the business owners on Dickson Street. It is a pretty good mix of everyone on the street.

**Alderman Lewis:** I would like to look at other options if something else comes that is easier or better.

**Mayor Jordan:** Absolutely.

**Alderman Thiel moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed unanimously.**

***Resolution 237-09 as recorded in the office of the City Clerk.***

**Dickson Street Parking:** A resolution to recommend that City staff prepare plans to make all City parking lots in the Dickson Street entertainment area paid parking.

**Sharon Crosson:** The amount of revenues that could be made in the entertainment district, a majority of those revenues we could make on the property that we already own. If we went to paid parking in those lots and we provided services after hours and six to seven days a week not only does it generate revenue to build a future parking deck, it also put another set of eyes and feet in the entertainment district to help with litter control, residents, etc. It will also afford us the opportunity to help the Walton Arts Center when they have a large event because we will have staff to help with parking. We are asking the Council for their support in us developing a plan to change the public lots to paid parking. The money that could be generated all or a portion of it would be earmarked for a future parking deck.

**Alderman Thiel:** This doesn't exclude conversations with the Walton Arts Center as far as possibly a different management plan. This is just looking at paid parking on our public lots?

**Don Marr, Chief of Staff:** That's correct. There are four lots that the City currently owns in this area. We would evaluate each of those being a paid option. There would be a plan addressing the operating expense related to those lots, the revenue, rates and hours of service and where those proceeds would or could be used based on who was managing or leading them.

**Alderman Lewis:** I hope a part of this is some sort of education process that tells people about the parking.

**Don Marr:** I don't think we are going to have any problem trying to find where to spend the money. I think everyone wants it and everyone has ideas about it.

**Alderman Thiel:** I have never been in a large City that had free parking. The free parking that we have in turn creates parking problems because we do not have enough room. I think we need to move into the future.

**Don Marr:** We have been trying to identify all the parking available downtown in the entertainment district and the cultural arts district and it is very interesting that we actually have quite a bit of parking that is still available that is still free. It is all about perspective. Sometimes we have a walking problem, not a parking problem. Sometimes we have an informational problem in letting people know where that availability is. Part of this plan will be to show people where there are free parking options also available. It is not to eliminate all the free parking options. We have a lot of private options that are still available.

**Nelson Driver:** One of the things I would ask the City to look at as far as the parking lot plans is to go back revisit some of the exceptions that have been made by past Councils as far as not requiring the developers that have built and remodeled to not comply with the City standard number of parking spaces per unit, person and occupancy to see where we should be.

I would take a look at the dialogue with the university. One of the things that has happened to us on Dickson Street and some of the areas around the University campus is when the university built their parking decks it drives the parking to Dickson Street for the students. There are a lot

of different problems that we have with parking. This is not a new issue. I appreciate the Council's support for opening dialogue on this and trying to come to an equitable solution to the problem.

**Alderman Lewis:** Does the City have parking lots any where else in town except in downtown?

**Sharon Crosson:** No.

**Alderman Petty:** All the square parking is paid. It is easy to be afraid that a move to paid parking on Dickson Street is going to kill business but it has not on the square. I think we are entering a period of revitalization on the square and we have an example of successful paid parking in the City.

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

*Resolution 238-09 as recorded in the office of the City Clerk.*

**Residential Parking Permits – Dickson Street Area:** A resolution expressing the City Council's support for residential parking permits in the Dickson Street area and requesting the administration to present such a system for City Council approval.

**Alderman Petty:** It is incredibly likely that any plans that come forward are going to be dynamic and it is unlikely that they will all be implemented at once and that includes any sort of residential permitting system. This is just getting something for us to look at.

**Alderman Thiel:** I know this was discussed. We talked about it a long time ago. I am glad that Matthew brought it as a whole separate resolution.

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

*Resolution 239-09 as recorded in the office of the City Clerk.*

**Announcements:**

**City Council Tour:** None

**Meeting adjourned at 7:55 p.m.**

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**Lioneld Jordan, Mayor**

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**Sondra E. Smith, City Clerk/Treasurer**

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

Ward 1 Position 1 – Adella Gray  
Ward 1 Position 2 – Brenda Thiel  
Ward 2 Position 1 – Kyle B. Cook  
Ward 2 Position 2 – Matthew Petty  
Ward 3 Position 1 – Robert K. Rhoads  
Ward 3 Position 2 – Robert Ferrell  
Ward 4 Position 1 – Shirley Lucas  
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda  
City of Fayetteville, Arkansas  
City Council Meeting  
December 15, 2009**

A meeting of the Fayetteville City Council will be held on December 15, 2009 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:**

**Presentations, Reports and Discussion Items:**

**1. Nominating Committee Report**

**A. Consent:**

1. Approval of the December 1, 2009 City Council meeting minutes.
2. **ProfitStars:** A resolution awarding RFP # 09-16 and approving a contract with Jack Henry & Associates, Inc. D/B/A ProfitStars in an amount up to \$33,240.00 for an electronic check processing system; and amending the 2009 city budget by approving a budget adjustment of \$18,240.00.
3. **EMC Corporation:** A resolution approving a contract with EMC Corporation for the purchase, through the current State Procurement Contract, of an EMC Clariion CX4 redundant network storage system with a three year hardware and software maintenance agreement, in the amount of \$196,280.00.



4. **Fayetteville Police Department Donations:** A resolution amending the 2009 city budget to recognize donations to the Fayetteville Police Department in the amount of \$1,980.00.
5. **U.S. Marshals Service Reimbursement:** A resolution amending the 2009 city budget to accept reimbursement of equipment and vehicle fuel expenses from the U.S. Marshals Service in the amount of \$22,000.00.
6. **State Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize state forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$5,199.00 for use by the Fayetteville Police Department.
7. **Federal Forfeitures:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize federal forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$4,094.00 for use by the Fayetteville Police Department.
8. **IRS/Treasury Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize U.S. Department of the Treasury/Internal Revenue Service forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$36,536.00 for use by the Fayetteville Police Department.
9. **Environmental Consulting Operations, Inc.:** A resolution approving Amendment No. 4 to the engineering contract with Environmental Consulting Operations, Inc. in the amount of \$175,200.00 for Wastewater System Improvements Project and wetlands mitigation site stormwater, wetlands and environmental issues, as required by the U.S. Army Corps of Engineers and the Arkansas Department of Environmental Quality.
10. **Bid # 09-52 United Engines, LLC:** A resolution awarding Bid # 09-52 and approving the purchase of seven backup power generators from United Engines, LLC in the amount of \$113,954.00 for use at Wastewater Lift Stations; and amending the 2009 city budget by approving a budget adjustment of \$113,954.00.
11. **Bid # 09-65 Seven Valley's Concrete, LLC:** A resolution awarding Bid # 09-65 and approving a contract with Seven Valley's Concrete, LLC in the amount of \$583,897.00 for the construction of the Broyles Avenue sewer lift station; and approving a project contingency in the amount of \$30,000.00.
12. **Bid # 09-68 Jack Tyler Engineering of Arkansas Inc.:** A resolution awarding Bid # 09-68 and approving the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas, Inc. in the amount of \$175,000.00 for use as part of wastewater treatment.
13. **Bid # 09-70 ISCO Teledyne:** A resolution awarding Bid # 09-70 and approving the purchase of seventeen sewer flow monitors from ISCO Teledyne in the amount of \$138,124.78 for use in the city sewer system.
14. **Bid # 09-71 HACH Company:** A resolution awarding Bid # 09-71 and approving the purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company in the amount of \$36,947.84 for use at the Noland Wastewater Treatment Plant.

- 15. Fiber Optic Data Communication Line:** A resolution approving budget adjustments to fund installation of a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to Water and Sewer Operations on Industrial Drive.
- 16. Lake Fayetteville Boat Dock Operator Contract:** A resolution approving a Lake Fayetteville Boat Dock operator contract with Dollie Black in the amount of \$36,771.00.
- 17. Arkansas Forestry Commission Grant:** A resolution authorizing the Mayor to accept an Urban Forestry Ice Storm Damage Assessment and Restoration Grant in the amount of \$81,915.00 from the Arkansas Forestry Commission; and approving a budget adjustment recognizing the grant revenue.
- 18. Stephens, Inc. Contract:** A resolution to approve the 2009 annual renewal of the contract with Stephens, Inc. in the amount of \$51,950.00 for benefits consulting and insurance brokerage services.

#### **Agenda Additions:**

#### **B. Unfinished Business: None**

#### **C. New Business:**

- 1. CH2M Hill Engineers, Inc.:** A resolution to approve an agreement for operations, maintenance and management services of the City's wastewater plants and pump stations with CH2M Hill Engineers Inc. in the amount of \$6,858,886.00 plus a contingency of \$75,000.00 for services in 2010.
- 2. Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2010.
- 3. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2010.
- 4. Wayest:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.
- 5. R-PZD 09-3439 (Oakbrooke Phase III):** An ordinance establishing a residential planned zoning district titled R-PZD 09-3439, Oakbrooke Phase III, located within Oakbrooke Phase I and Oakbrooke Phase II; containing approximately 29 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan.

6. **Amend Chapter 33:** An ordinance to amend Section 33.108 of the Fayetteville Code to provide that Planning Commissioners serve without compensation.
7. **ADM 09-3449 (Title XV Development Review):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville to provide more clarity, consistency and predictability in the development review codes and to establish the framework for administrative approval for certain project types.
8. **ADM 09-3463 (Amend Chapter 172):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapters 161: Zoning Regulations and 172: Parking and Loading in order to update and modify existing requirements and regulations that address the parking needs of all forms of transportation, provide additional parking ratios, and to eliminate unnecessary regulation.
9. **Amend Chapter 34:** An ordinance to amend §34.23 Purchases and Contracts Not In Excess of \$20,000.00 of the Fayetteville Code to enact subsection (F) Waiver of the Requirement for Bids.
10. **Amend Chapter 50:** An ordinance amending a portion of Chapter 50: Garbage and Trash of the Fayetteville Code of Ordinances.
11. **Suspend City Clerk/Treasurer Pay Adjustment for 2010:** An ordinance to suspend the normal pay adjustment of the City Clerk/Treasurer for 2010.

**Announcements:**

1. **City Council Tour:** None

**Adjournment:**

***NOTICE TO MEMBERS OF THE AUDIENCE***

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

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

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

***A copy of the City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.***

## City of Fayetteville Staff Review Form

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

12/15/2009

City Council Meeting Date  
Agenda Items OnlyRainy Laycox  
Submitted ByBilling and Collections  
DivisionFinance  
Department

## Action Required:

A resolution to approve RFP 09-16, Electronic Check Processing Services to ProfitStars a Jack Henry Company for an electronic check processing system in the amount of \$21,200 for software, \$2,350 for installation and training, related travel expenses not to exceed \$3,500 and first year of maintenance of \$3,668 plus applicable sales tax of approximately \$2,500.00., and the approval of a budget adjustments for \$18,240

\$ 33,240.00

Cost of this request

\$ 15,000.00

Category / Project Budget

Business Office Improvements

Program Category / Project Name

5400.1840.5801.00

Account Number

\$ -

Funds Used to Date

Water &amp; Sewer Improcwmwnra

Program / Project Category Name

03038.1

Project Number

\$ 15,000.00

Remaining Balance

Water &amp; Sewer Fund

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

Paul A. Bahr

11-25-2009

Date

Previous Ordinance or Resolution #

N/A

City Attorney

Chris Blalock

11-25-09

Date

Original Contract Date:

N/A

Original Contract Number:

N/A

Finance and Internal Services Director

Paul A. Bahr

11-25-2009

Date

Received in City  
Clerk's Office

Chief of Staff

Don Man

11-30-09

Date

Received in  
Mayor's Office

Mayor

Donnell Jordan

11/30/09

Date

Comments:

# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

|                                             |                                         |             |                            |           |               |                           |                       |             |               |
|---------------------------------------------|-----------------------------------------|-------------|----------------------------|-----------|---------------|---------------------------|-----------------------|-------------|---------------|
| Requisition No.:                            | Date:                                   | A. 2        |                            |           |               |                           |                       |             |               |
| P.O Number:                                 | Expected Delivery Date:                 | ProfitStars |                            |           |               |                           |                       |             |               |
|                                             | 1/15/2010                               | Page 2 of 2 |                            |           |               |                           |                       |             |               |
| Mail Yes:___ No:___x                        |                                         |             |                            |           |               |                           |                       |             |               |
| Taxable Yes:___x No:___                     | Quotes Attached Yes:___ RFP09-16 No:___ |             |                            |           |               |                           |                       |             |               |
| Divison Head Approval:                      |                                         |             |                            |           |               |                           |                       |             |               |
| Extension: 249                              |                                         |             |                            |           |               |                           |                       |             |               |
| Item                                        | Description                             | Quantity    | Unit of Issue              | Unit Cost | Extended Cost | Account Numbers           | Project/Subproject #  | Inventory # | Fixed Asset # |
| 1                                           |                                         |             |                            |           |               |                           |                       |             |               |
| 2                                           | Profit Stars Remit Plus Software        | 1           | ea                         | 23,550.00 | \$23,550.00   | 5400-1840-5801.00         | 03038.1               |             |               |
| 3                                           | Annual Software Maint                   | 1           | ea                         | 3,668.00  | \$3,668.00    | 5400-1840-5416.00         | 3038.1                |             |               |
| 4                                           | Reimburse Travel Expenses for 3 days    | 1           | ea                         | 2,000.00  | \$2,000.00    | 5400.1840.5801.00         | 3038.1                |             |               |
| 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: \$29,218.00 |             |               |
|                                             |                                         |             |                            |           |               |                           | Tax: \$2,702.67       |             |               |
|                                             |                                         |             |                            |           |               |                           | Total: \$31,920.67    |             |               |
| Approvals:                                  |                                         |             |                            |           |               |                           |                       |             |               |
| Mayor: _____                                |                                         |             | Department Director: _____ |           |               | Purchasing Manager: _____ |                       |             |               |
| Finance & Internal Services Director: _____ |                                         |             | Budget Manager: _____      |           |               | IT Manager: _____         |                       |             |               |
| Dispatch Manager: _____                     |                                         |             | Utilities Manager: _____   |           |               | Other: _____              |                       |             |               |

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING A CONTRACT WITH EMC CORPORATION FOR THE PURCHASE, THROUGH THE CURRENT STATE PROCUREMENT CONTRACT, OF AN EMC CLARIION CX4 REDUNDANT NETWORK STORAGE SYSTEM WITH A THREE YEAR HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT, IN THE AMOUNT OF \$196,280.00 AND A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase, through the current state procurement contract, of an EMC Clariion CX4 redundant network storage system with a three (3) year hardware and software maintenance agreement, in the amount of \$196,280.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment.

**PASSED and APPROVED** this 17<sup>th</sup> day of November, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



## City of Fayetteville Staff Review Form

A. 9  
Environmental Consulting  
Operations, Inc.  
Page 1 of 6

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

15-Dec-09

**City Council Meeting Date  
Agenda Items Only**

David Jurgens

**Submitted By**

Water and Sewer

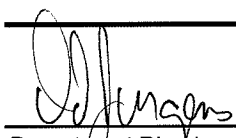
**Division**

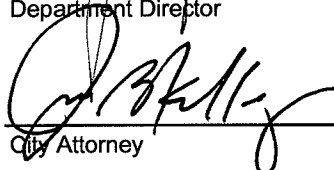
Utilities

**Department****Action Required:**

Approval of Amendment 4 to the Engineering contract with Environmental Consulting Operations, Inc., (ECO) for \$175,200, for WSIP and wetlands mitigation site stormwater, wetlands, and environmental issues.

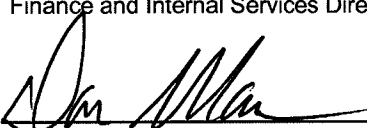
|                                         |         |                           |            |                                 |
|-----------------------------------------|---------|---------------------------|------------|---------------------------------|
| \$                                      | 110,400 | \$                        | 19,739,981 | Wastewater System Imp Project   |
| \$                                      | 64,800  | \$                        | 7,461,353  | Water/Wastewater                |
| Cost of this request                    |         | Category / Project Budget |            | Program Category / Project Name |
| 4520.9530.5315.00                       |         | \$ 11,387,751             |            | Wastewater System Imp Project   |
| <del>5400.5000.5315.00</del> 5400.5120. |         | \$ -                      |            | Wastewater Treatment            |
| Account Number 5315.00                  |         | Funds Used to Date        |            | Program / Project Category Name |
| 02133.0001                              |         | \$ 8,352,230              |            | Water and Sewer                 |
| N/A                                     |         | \$ 7,461,353              |            | Water and Sewer                 |
| Project Number                          |         | Remaining Balance         |            | Fund Name                       |

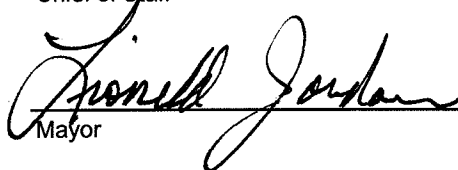
**Budgeted Item**☒**Budget Adjustment Attached**☐
  
Department Director

25 Nov 09  
Date
Previous Ordinance or Resolution # 4515Original Contract Date: 10/7/2003
  
City Attorney

11-30-09  
Date
Original Contract Number: 932
Paul A. Becker  
Finance and Internal Services Director

11-30-2009  
Date
Received in City  
Clerk's Office

  
Chief of Staff

12-1-09  
Date
Received in  
Mayor's Office
  
Mayor

12/1/09  
Date

Comments:





# PURCHASE ORDER

**\*\* CHANGE ORDER \*\***

A. 9  
Environmental Consulting

Each Package Must Be Marked  
Exactly As Shown Here  
City of Fayetteville, Arkansas

PURCHASE ORDER #  
Page 2 of 6

**03-0004053-103**

VENDOR NO. **11986**

**ECO Inc**

**1313 Hwy 229-5A  
Benton AR 72019**

DATE

**5/05/09**

**FOB Fyv**

**TERMS**

**NET 30 DAY**

| Qty. | Unit of Issue | Qty. Received | Description and Account Number                                                                                                                                   | Unit Price | TOTALS    |
|------|---------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1.00 | JOB           | _____         | a) Contract to Handle Environmental Analysis, Permitting, Etc<br>Contract #932 Bid Waiver Ordinance #4515<br>4480.9480.5315.00 02133 1                           | 376409.00  | 376409.00 |
| 1.00 | EA            | _____         | b) Amendment #1 to Contract #932<br>04/15/04 C/O #1 Relates to Revised Interceptor Sewer Alignment Across Springwoods Subdivision<br>5400.5700.5315.00 021330302 | 5000.00    | 5000.00   |

1.00 EA 9 AMENDMENT #4 WSIP AND WETLANDS MITIGATION  
SITE STORMWATER, WETLANDS & ENVIRONMENTAL ISSUES  
4520.9520.5314.00 # 02133-0314  
increase PO By 110,400.00 0001  
OP 12/3/09  
J. J. J.

**SHIP TO:** Water & Wastewater Director  
**CITY OF FAYETTEVILLE**  
**113 W MOUNTAIN**  
**FAYETTEVILLE AR 72701**

**Continued on Next Page**

| DEPARTMENT VERIFICATION   | BY       | DATE  |
|---------------------------|----------|-------|
| RECEIVED                  | _____    | _____ |
| DEPT HEAD APPROVAL        | _____    | _____ |
| AMOUNT TO PAY             | \$ _____ | _____ |
| A/P VERIFICATION          | _____    | _____ |
| PURCHASING VERIFICATION   | _____    | _____ |
| PRICE CHANGE VERIFICATION | _____    | _____ |

RETURN CHECK TO \_\_\_\_\_  
SEND COPY TO \_\_\_\_\_

| ADDITIONAL APPROVAL                   |
|---------------------------------------|
| _____ CHECK # _____                   |
| _____ DOES NOT MEET PURCHASING POLICY |
| _____ CONTRACT PAYMENT                |
| _____ OTHER                           |
| APPROVED BY _____                     |

PROJECT # \_\_\_\_\_  
THIS PAYMENT \$ \_\_\_\_\_  
PREVIOUS PAYMENT(S) \$ \_\_\_\_\_  
TOTAL PYMT(S) \$ \_\_\_\_\_  
BALANCE \$ \_\_\_\_\_

**DEPT COPY**



# PURCHASE ORDER

**\*\* CHANGE ORDER \*\***

A. 9  
Environmental Consulting  
On-site  
Page 3 of 6

Each Package Must Be Marked  
Exactly As Shown Here  
City of Fayetteville, Arkansas

**PURCHASE ORDER #**  
**03-0004053-103**

VENDOR NO. 11986

ECO Inc

1313 Hwy 229-5A  
Benton AR 72019

DATE 5/05/09

FOB Fyv

TERMS NET 30 DAY

| Qty. | Unit<br>of<br>Issue | Qty.<br>Received | Description and<br>Account Number                                                                                                                                                                                                                                                                                     | Unit Price | TOTALS    |
|------|---------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1.00 | LOT                 |                  | c) Construction and Post-Construction<br>Phase Environmental Consulting<br>Service for WSIP<br>Contract Amendment 2<br>1/17/06 C/O #2 to incr PO<br>\$579,349.00<br>05/04/09 C/O #4 to PO, Part 1 of 4<br>to decr line item (c) by <108,813.83><br>& place in line item (e) with new G/L<br>4480.9480.5315.00 02133 1 | 470535.17  | 470535.17 |

**SHIP TO:** Water & Wastewater Director  
CITY OF FAYETTEVILLE  
113 W MOUNTAIN  
FAYETTEVILLE AR 72701

Continued on Next Page

|                         |    |    |      |                                 |  |
|-------------------------|----|----|------|---------------------------------|--|
| DEPARTMENT VERIFICATION |    | BY | DATE | ADDITIONAL APPROVAL             |  |
| RECEIVED                |    |    |      | CHECK #                         |  |
| DEPT HEAD APPROVAL      |    |    |      | DOES NOT MEET PURCHASING POLICY |  |
| AMOUNT TO PAY           | \$ |    |      | CONTRACT PAYMENT                |  |
| A/P VERIFICATION        |    |    |      | OTHER                           |  |
|                         |    |    |      | APPROVED BY                     |  |
|                         |    |    |      |                                 |  |
|                         |    |    |      | PROJECT #                       |  |
|                         |    |    |      | THIS PAYMENT \$                 |  |
|                         |    |    |      | PREVIOUS PAYMENT(S) \$          |  |
|                         |    |    |      | TOTAL PYMT(S) \$                |  |
|                         |    |    |      | BALANCE \$                      |  |

RETURN CHECK TO \_\_\_\_\_  
SEND COPY TO \_\_\_\_\_

DEPT COPY



# PURCHASE ORDER

**\*\* CHANGE ORDER \*\***

A. 9  
Environmental Consulting  
Operations, Inc.  
Page 4 of 6

Each Package Must Be Marked  
Exactly As Shown Here  
City of Fayetteville, Arkansas

**PURCHASE ORDER #**

**03-0004053-103**

VENDOR NO. 11986

ECO Inc

1313 Hwy 229-5A

Benton

AR 72019

DATE

5/05/09

FOB Fyv

**TERMS**

**NET 30 DAY**

| Qty. | Unit<br>of<br>Issue | Qty.<br>Received | Description and<br>Account Number                                                                                                                                                                                                                                                                                                                                                            | Unit Price | TOTALS   |
|------|---------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| 1.00 | EA                  | _____            | d) Change Order #3 to Contract #932<br>02/20/09 C/O to incr contract by<br>\$79,067.00 for final, post-<br>construction and monitoring phase<br>services for remaining WSIP work<br>relating to regulatory and<br>environmental issues<br>05/04/09 C/O #4 to PO, Part 2 of 4<br>to decr line item (d) by <36,871.62><br>& place in line item (f) with new G/L<br>4480.9480.5315.00 021330314 | 42195.38   | 42195.38 |

**SHIP TO:** Water & Wastewater Director  
CITY OF FAYETTEVILLE  
113 W MOUNTAIN  
FAYETTEVILLE AR 72701

**Continued on Next Page**

|                           |          |       |
|---------------------------|----------|-------|
| DEPARTMENT VERIFICATION   | BY       | DATE  |
| RECEIVED                  | _____    | _____ |
| DEPT HEAD APPROVAL        | _____    | _____ |
| AMOUNT TO PAY             | \$ _____ | _____ |
| A/P VERIFICATION          | _____    | _____ |
| PURCHASING VERIFICATION   | _____    | _____ |
| PRICE CHANGE VERIFICATION | _____    | _____ |
| RETURN CHECK TO           | _____    |       |
| SEND COPY TO              | _____    |       |

|                              |                                 |
|------------------------------|---------------------------------|
| ADDITIONAL APPROVAL          |                                 |
| _____                        | CHECK # _____                   |
| _____                        | DOES NOT MEET PURCHASING POLICY |
| _____                        | CONTRACT PAYMENT                |
| _____                        | OTHER                           |
| APPROVED BY _____            |                                 |
| PROJECT # _____              |                                 |
| THIS PAYMENT \$ _____        |                                 |
| PREVIOUS PAYMENT(S) \$ _____ |                                 |
| TOTAL PYMT(S) \$ _____       |                                 |
| BALANCE \$ _____             |                                 |

DEPT COPY

**\*\* CHANGE ORDER \*\*****PURCHASE ORDER**

A. 9  
Environmental Consulting  
Operations, Inc.  
Page 5 of 6

Each Package Must Be Marked  
Exactly As Shown Here  
City of Fayetteville, Arkansas

**PURCHASE ORDER #****03-0004053-103****VENDOR NO. 11986****ECO Inc****1313 Hwy 229-5A****Benton****AR 72019****DATE****5/05/09****FOB Fyv****TERMS****NET 30 DAY**

| Qty. | Unit<br>of<br>Issue | Qty.<br>Received | Description and<br>Account Number                                                                                                                                                         | Unit Price | TOTALS    |
|------|---------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1.00 | EA                  | _____            | e) Change Order #4 to PO, Part 3 of 4<br>05/04/09 C/O #4 to PO, Part 3 of 4<br>to add line item (e), created by<br>reduction of line item (c) to close<br>fund 4480.<br>4520.9520.5314.00 | 108813.83  | 108813.83 |
|      |                     |                  | 02133 1                                                                                                                                                                                   |            |           |
| 1.00 | EA                  | _____            | f) Change Order #4 to PO, Part 4 of 4<br>05/04/09 C/O #4 to PO, Part 4 of 4<br>to add line item (f), created by<br>reduction of line item (d) to close<br>fund 4480<br>4520.9520.5314.00  | 36871.62   | 36871.62  |
|      |                     |                  | 021330314                                                                                                                                                                                 |            |           |

**SHIP TO:**

**Water & Wastewater Director**  
**CITY OF FAYETTEVILLE**  
**113 W MOUNTAIN**  
**FAYETTEVILLE AR 72701**

*Jurgens, D*

**Sales Tax Total: \$0.00**  
**Purchase Order Total: 1039825.00**

|                                  |           |             |
|----------------------------------|-----------|-------------|
| <b>DEPARTMENT VERIFICATION</b>   | <b>BY</b> | <b>DATE</b> |
| RECEIVED                         | _____     | _____       |
| DEPT HEAD APPROVAL               | _____     | _____       |
| AMOUNT TO PAY                    | \$ _____  |             |
| <b>A/P VERIFICATION</b>          | _____     | _____       |
| <b>PURCHASING VERIFICATION</b>   | _____     | _____       |
| <b>PRICE CHANGE VERIFICATION</b> | _____     | _____       |
| RETURN CHECK TO _____            |           |             |
| SEND COPY TO _____               |           |             |

|                                       |
|---------------------------------------|
| <b>ADDITIONAL APPROVAL</b>            |
| _____ CHECK # _____                   |
| _____ DOES NOT MEET PURCHASING POLICY |
| _____ CONTRACT PAYMENT                |
| _____ OTHER                           |
| APPROVED BY _____                     |
| PROJECT # _____                       |
| THIS PAYMENT \$ _____                 |
| PREVIOUS PAYMENT(S) \$ _____          |
| TOTAL PYMT(S) \$ _____                |
| BALANCE \$ _____                      |

**DEPT COPY**



Added at  
Agenda Session  
12/8/09

City of Fayetteville Staff Review Form

A. 18  
Stephens, Inc. Contract  
Page 1 of 6

City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

Missy Leflar

N/A

Human Resources

Submitted By

Division

Department

Action Required:

Staff requests approval of the 2009 annual renewal of the 2007 Five Year Contract with Stephens, Inc. previously approved by the City Council. The monthly payment price remains unchanged from the 2008 renewal. There is no budget impact, as the amounts have already been approved for the 2009 and 2010 budgets.

51,950 Annual Cost

\$ 202,222.00

Services & Charges

Cost of this request

Category / Project Budget

Program Category / Project Name

1010.1210.5314.00

\$ 112,301.00

Human Resources

Account Number

Funds Used to Date

Program / Project Category Name

\$ 89,921.00

Project Number

Remaining Balance

General

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Missy Leflar

Department Director

12-8-09  
Date

Previous Ordinance or Resolution #

OK [Signature]

City Attorney

12-8-09  
Date

Original Contract Date:

Original Contract Number:

Maister Hertweck

Finance and Internal Services Director

12/8/09  
Date

Received in City  
Clerk's Office



[Signature]

[Signature]

Chief of Staff

12/8/09  
Date

Received in  
Mayor's Office



[Signature]

Mayor

Date

Comments:

## CITY COUNCIL AGENDA MEMO

---

**To:** Mayor Lioneld Jordan and City Council members

**Thru:** Don Marr

**From:** Missy Leflar

**Date:** December 8, 2009

**Subject:** Annual renewal of 2007 Five Year Contract with Stephens, Inc.

---

### **PROPOSAL:**

Staff recommends that the City Council approve the 2009 annual renewal of the 2007 Five Year Contract previously approved by the City Council. The monthly payment price remains unchanged from the 2008 renewal.

A copy of said document is attached and labeled "RFP 07-08, Benefits Consulting and Insurance Brokerage Services Contract, Second Amendment".

### **RECOMMENDATION:**

Staff recommends approval of the annual renewal of this contract.

Stephens, Inc. once again provided valuable money saving services for the City and also assisted staff in individually assisting employees so they could obtain maximum coverage their benefits. Although health insurance premiums went up 7.5%, they could have gone up between 21.39% and 45.07% but for Stephens' competitive shopping for the City. Stephens also oversaw negotiations for an life insurance "takeover" from a company which was not performing well for employees to one that should provide superior customer service and reduced legal risk. In addition, Stephens has assisted with numerous employee situations where the medical insurance initially was not paying everything it could have and should have. Stephens also routinely and timely assists with any types of issues City staff or employees have with obtaining any type of benefit coverage. This is a significant benefit to the employees. Stephens also again satisfactorily oversaw the annual contract renewals with for the twelve employee benefits offered by the City, advising the City as to industry standards and expectations. Stephens oversaw the annual discussions with the City's benefits enrollment software vendor, to ensure a smooth transition into the new enrollment period. In addition, when Blue Cross changed the coverage rules after employee enrollment had occurred, Stephens assisted City staff with making the necessary adjustments such that no employee would miss the additional opportunities. Stephens also assisted with a last minute enrollment issue staff experienced with one of the insurance companies. Stephens is always there to assist City staff with any issue, large or small, that occurs between the City staff/City employees and the various insurance companies the City deals with.

### **BUDGET IMPACT:**

No impact. This item has already been approved for the 2009 and 2010 budgets.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROVE THE 2009 ANNUAL RENEWAL  
OF THE CONTRACT WITH STEPHENS, INC. IN THE AMOUNT  
OF \$51,950.00 FOR BENEFITS CONSULTING AND INSURANCE  
BROKERAGE SERVICES**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached contract renewal for 2009-2010 with Stephens, Inc. in the annual amount of \$51,950.00 for benefits consulting and insurance brokerage services.

**PASSED and APPROVED** this 15<sup>th</sup> day of December , 2009.

**APPROVED:**

**ATTEST:**

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**



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

**Second Amendment**

---

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

WHEREAS, City of Fayetteville and Stephens Insurance, LLC are parties to that certain Benefits Consulting and Insurance Brokerage Services Contract dated as of July 17, 2007 (the "Agreement"), which was previously extended and modified by that certain First Amendment dated as of July 15, 2008; and

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

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

1. The term of the Agreement is hereby extended for an additional period of one year, beginning on July 17, 2009 and ending on July 17, 2010.

2. For the term of the Agreement running from July 17, 2009 through July 17, 2010, the City of Fayetteville shall pay Stephens Insurance, LLC twelve (12) equal monthly installments of \$4,329.17 (\$51,950 on an annualized basis) for the Base Services described in the Fee Schedule. This amount was determined by continuing the same fees payable for the Base Services that were applicable during the prior renewal term which ran from July 17, 2008 through July 17, 2009.

It is the intent of the parties that this Agreement be renewed on an annual basis for two additional years following July 17, 2010. The fees to be paid to Stephens Insurance, LLC for the Base Services during each such renewal year shall be increased for each renewal year by a percentage equal to the percentage increase in the "Consumer Price Index for All Urban Consumers: US City Average, All Items, Index Base Period 1982-84=100, before seasonal adjustment" (referred to herein as the "CPI-U", as published by the U.S. Bureau of Labor Statistics) from April of the preceding year through April of the then-current year. For example, if the CPI-U for April 2010 is 5% higher than the CPI-U for April 2009, then the monthly installments payable for the Base Services during the renewal year from July 17, 2010 through July 17, 2011 shall be \$4,545.63 (i.e., \$4,329.17 x 105%). It is agreed that should the CPI-U decrease during such April to April time period, then the monthly installments payable for the Base Services for the next following renewal year shall remain unchanged. It is also agreed that for purposes of the calculations described above, any April to April percentage increase in the CPI-U shall be rounded to the tenth of a percent (e.g. 3.9%).

3. All capitalized terms used in this Second Amendment which are not defined herein shall have the meanings ascribed to them in the Agreement.

4. All terms and conditions of the Agreement not specifically modified, amended, or superseded in this Second Amendment shall remain unchanged and in full force and effect.

WITNESS OUR HANDS THIS \_\_\_\_ DAY OF ~~October~~, 2009.

CITY OF FAYETTEVILLE, ARKANSAS

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

ATTEST:

By: \_\_\_\_\_  
Sondra Smith, City Clerk

STEPHENS INSURANCE, LLC

BY: \_\_\_\_\_

Authorized Signature

DENNIS B. LIVING  
Printed Name and Title

ATTEST: CONSULTANT FIRM'S SECRETARY

Pamela Brown  
Pamela Brown

111 Center Street, Little Rock, Arkansas 72201



Added at  
Agenda Session  
12/8/09

City of Fayetteville Staff Review Form

C. 11  
Suspend City Clerk/Treasurer Pay  
Adjustment for 2010  
Page 1 of 4

City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

Sondra E. Smith

Submitted By

City Clerk

Division

City Clerk

Department

Action Required:

Freeze City Clerk Salary for 2010

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

Budgeted Item

☐

Budget Adjustment Attached

☐

Sondra E. Smith 12/8/09  
Department Director Date

K. Smith 12/8/09  
City Attorney Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Paul A. Bucher 12-16-2009  
Finance and Internal Services Director Date

Don McLean 12/8/09  
Chief of Staff Date

Donald J. Jordan 12/8/09  
Mayor Date

Received in City  
Clerk's Office



Received in  
Mayor's Office



Comments:



## Departmental Correspondence

---

To: **City Council**

Thru: **Lioneld Jordan, Mayor**

From: **Sondra E. Smith**

A handwritten signature in black ink, appearing to read "Sondra E. Smith".

Date: **December 8, 2009**

RE: **Freeze City Clerk Salary for 2010**

Because of the difficult economic conditions and in light of the freeze that has been placed on city salaries, I am requesting that any pay increase for the year 2010 be suspended for my position.

I have asked the Mayor to present this agenda item to you at today's City Council Agenda Session.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO SUSPEND THE NORMAL PAY ADJUSTMENT  
OF THE CITY CLERK/TREASURER FOR 2010**

**WHEREAS**, §31.30 (E)(3) of the Fayetteville Code would normally require that the City Clerk on January 1, 2010 receive a pay increase "equal to the average percentage pay increase granted to regular full-time non-civil service city employees during the previous year", and;

**WHEREAS**, Mayor Jordan has had to freeze all city employees' salaries or wages because of the recession; and

**WHEREAS**, City Clerk/Treasurer Sondra Smith has requested that her salary not be increased for 2010.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby suspends the operation of §31.30 (E)(3) for 2010 such that City Clerk/Treasurer Sondra Smith's salary shall be frozen at its current level for 2010.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

**APPROVED:**

**ATTEST:**

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



## AGENDA REQUEST

FOR: COUNCIL MEETING OF DECEMBER 15, 2009

---

FROM: ALDERMAN KYLE COOK

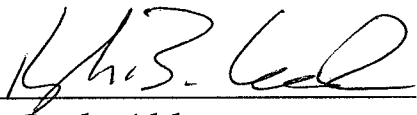
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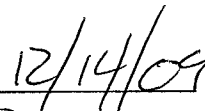
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

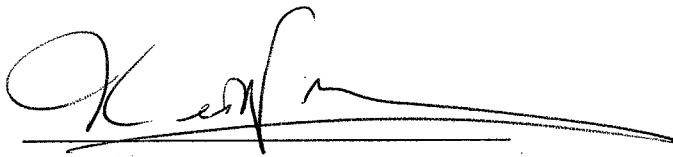
An Ordinance To Amend Article XI Environmental Action Committee Of Title III  
Administration Of The Fayetteville Code To Increase The Membership By Two At-Large  
Members

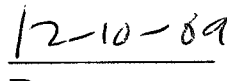
---

APPROVED FOR AGENDA:

  
\_\_\_\_\_  
Kyle Cook, Alderman

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Attorney  
(approved as to form)

  
\_\_\_\_\_  
Date



# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY  
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Alderman Kyle Cook**

FROM: **Kit Williams**, City Attorney

A handwritten signature in black ink, appearing to read "Kit Williams", with a long horizontal flourish extending to the right.

DATE: **December 10, 2009**

RE: **Environmental Action Committee Amendment**

Please review the proposed ordinance you asked me to draft and sign the Agenda Request form if it is okay. Then return it to my office so I can prepare copies for Tuesday evening.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ARTICLE XI ENVIRONMENTAL  
ACTION COMMITTEE OF TITLE III ADMINISTRATION OF THE  
FAYETTEVILLE CODE TO INCREASE THE MEMBERSHIP BY  
TWO AT-LARGE MEMBERS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends  
§33.241 **Membership; Terms** (A) of the Fayetteville Code by amending the “six citizens-at-  
large” provision to read “eight citizens-at-large” and repeals subsection (B)(2) in its entirety and  
enacts a replacement subsection (B)(2) as follows:

“(B)(2) Terms of all other members shall be three years and shall be  
staggered so that each year either three or four members’ terms shall  
be available for appointment by the Nominating Committee.”

**PASSED** and **APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

## **Environmental Action Committee**

### **Alderman**

#### **Sarah Lewis**

113 West Mountain  
Fayetteville, AR 72701  
263-2087 – Home  
01/01/09-Indef.

#### **Local Industry**

#### **Phillip Penny**

1245 E. Columbus Blvd.  
Fayetteville, AR 72703  
445-8212 – Home  
Replaced Chris Nnamore  
01/01/07-12/31/09 1<sup>st</sup> Term

### **Science Discipline**

#### **Kirby McCalister**

1803 North Hartford Drive  
Fayetteville, AR 72701  
444-8089 – Home  
290-7272 – Work  
Replaced Scott Longing  
07/01/08-06/30/11 Unexpired Term

### **Community (Citizens-at-Large)**

#### **Angela Albright**

2239 Kantz Lane  
Fayetteville, AR 72703  
713-0154 – Home  
273-5702 – Work  
Replaced Susan Drouilhet  
07/01/09-06/30/12 1st Term

#### **Amy Lamb**

2454 N. Karyn Ave.  
Fayetteville, Ar 72703  
587-9229 – Home  
Replaced Joyce Hale  
01/01/09-12/31/11 1<sup>st</sup> Term

#### **Cemantha Wolljung**

2939 N. Bermuda Ave.  
Fayetteville, AR 72704  
575-9116 – Home  
Replaced Jeff Beaver  
01/01/09-06/30/10 Unexpired Term

#### **Nicole Hardiman**

2163 E. Revere Pl.  
Fayetteville, AR 72701  
225-2793 – Home  
575-6020 – Work  
Replaced Stephanie Shepherd  
07/01/09-12/31/10 Unexpired Term

#### **James Barton**

3376 Peppermill Place  
Fayetteville, AR 72764  
927-2136 – Home  
521-8131 – Work  
Replaced Kent Landrum  
07/01/08-06/30/11 1<sup>st</sup> Term

#### **Nancy Varvil**

531 E. Rock Street  
Fayetteville, AR 72701  
871-7023 – Home  
444-1766 – Work  
Replaced Mary Gomez  
10/01/06-12/31/06 Unexpired Term  
01/01/07-12/31/09 1<sup>st</sup> Term

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

Ward 1 Position 1 – Adella Gray  
Ward 1 Position 2 – Brenda Thiel  
Ward 2 Position 1 – Kyle B. Cook  
Ward 2 Position 2 – Matthew Petty  
Ward 3 Position 1 – Robert K. Rhoads  
Ward 3 Position 2 – Robert Ferrell  
Ward 4 Position 1 – Shirley Lucas  
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda  
City of Fayetteville, Arkansas  
City Council Meeting  
December 15, 2009**

A meeting of the Fayetteville City Council will be held on December 15, 2009 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**

**Agenda Session Presentations:**

1. **Courts Building Progress Update** – Lynn Hyke, Utilities Construction & Contract Manager

**Mayor's Announcements, Proclamations and Recognitions:**

**Presentations, Reports and Discussion Items:**

**A. Consent:**

1. Approval of the December 1, 2009 City Council meeting minutes.
2. **ProfitStars:** A resolution awarding RFP # 09-16 and approving a contract with Jack Henry & Associates, Inc. D/B/A ProfitStars in an amount up to \$33,240.00 for an electronic check processing system; and amending the 2009 city budget by approving a budget adjustment of \$18,240.00.

3. **EMC Corporation:** A resolution approving a contract with EMC Corporation for the purchase, through the current State Procurement Contract, of an EMC Clariion CX4 redundant network storage system with a three year hardware and software maintenance agreement, in the amount of \$196,280.00.
4. **Fayetteville Police Department Donations:** A resolution amending the 2009 city budget to recognize donations to the Fayetteville Police Department in the amount of \$1,980.00.
5. **U.S. Marshals Service Reimbursement:** A resolution amending the 2009 city budget to accept reimbursement of equipment and vehicle fuel expenses from the U.S. Marshals Service in the amount of \$22,000.00.
6. **State Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize state forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$5,199.00 for use by the Fayetteville Police Department.
7. **Federal Forfeitures:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize federal forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$4,094.00 for use by the Fayetteville Police Department.
8. **IRS/Treasury Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize U.S. Department of the Treasury/Internal Revenue Service forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$36,536.00 for use by the Fayetteville Police Department.
9. **Environmental Consulting Operations, Inc.:** A resolution approving Amendment No. 4 to the engineering contract with Environmental Consulting Operations, Inc. in the amount of \$175,200.00 for Wastewater System Improvements Project and wetlands mitigation site stormwater, wetlands and environmental issues, as required by the U.S. Army Corps of Engineers and the Arkansas Department of Environmental Quality.
10. **Bid # 09-52 United Engines, LLC:** A resolution awarding Bid # 09-52 and approving the purchase of seven backup power generators from United Engines, LLC in the amount of \$113,954.00 for use at Wastewater Lift Stations; and amending the 2009 city budget by approving a budget adjustment of \$113,954.00.
11. **Bid # 09-65 Seven Valley's Concrete, LLC:** A resolution awarding Bid # 09-65 and approving a contract with Seven Valley's Concrete, LLC in the amount of \$583,897.00 for the construction of the Broyles Avenue sewer lift station; and approving a project contingency in the amount of \$30,000.00.
12. **Bid # 09-68 Jack Tyler Engineering of Arkansas Inc.:** A resolution awarding Bid # 09-68 and approving the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas, Inc. in the amount of \$175,000.00 for use as part of wastewater treatment.
13. **Bid # 09-70 ISCO Teledyne:** A resolution awarding Bid # 09-70 and approving the purchase of seventeen sewer flow monitors from ISCO Teledyne in the amount of \$138,124.78 for use in the city sewer system.

- 14. Bid # 09-71 HACH Company:** A resolution awarding Bid # 09-71 and approving the purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company in the amount of \$36,947.84 for use at the Noland Wastewater Treatment Plant.
- 15. Fiber Optic Data Communication Line:** A resolution approving budget adjustments to fund installation of a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to Water and Sewer Operations on Industrial Drive.
- 16. Lake Fayetteville Boat Dock Operator Contract:** A resolution approving a Lake Fayetteville Boat Dock operator contract with Dollie Black in the amount of \$36,771.00.
- 17. Arkansas Forestry Commission Grant:** A resolution authorizing the Mayor to accept an Urban Forestry Ice Storm Damage Assessment and Restoration Grant in the amount of \$81,915.00 from the Arkansas Forestry Commission; and approving a budget adjustment recognizing the grant revenue.

#### **Agenda Additions:**

#### **B. Unfinished Business: None**

#### **C. New Business:**

- 1. CH2M Hill Engineers, Inc.:** A resolution to approve an agreement for operations, maintenance and management services of the City's wastewater plants and pump stations with CH2M Hill Engineers Inc. in the amount of \$6,858,886.00 plus a contingency of \$75,000.00 for services in 2010.
- 2. Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2010.
- 3. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2010.
- 4. Wayest:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.

5. **R-PZD 09-3439 (Oakbrooke Phase III):** An ordinance establishing a residential planned zoning district titled R-PZD 09-3439, Oakbrooke Phase III, located within Oakbrooke Phase I and Oakbrooke Phase II; containing approximately 29 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan.
6. **Amend Chapter 33:** An ordinance to amend Section 33.108 of the Fayetteville Code to provide that Planning Commissioners serve without compensation.
7. **ADM 09-3449 (Title XV Development Review):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville to provide more clarity, consistency and predictability in the development review codes and to establish the framework for administrative approval for certain project types.
8. **ADM 09-3463 (Amend Chapter 172):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapters 161: Zoning Regulations and 172: Parking and Loading in order to update and modify existing requirements and regulations that address the parking needs of all forms of transportation, provide additional parking ratios, and to eliminate unnecessary regulation.
9. **Amend Chapter 34:** An ordinance to amend §34.23 Purchases and Contracts Not In Excess of \$20,000.00 of the Fayetteville Code to enact subsection (F) Waiver of the Requirement for Bids.
10. **Amend Chapter 50:** An ordinance amending a portion of Chapter 50: Garbage and Trash of the Fayetteville Code of Ordinances.

**Announcements:**

1. **City Council Tour: December 14, 2009**

**Adjournment:**

## ***NOTICE TO MEMBERS OF THE AUDIENCE***

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

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

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

***A copy of the City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.***





## City of Fayetteville Staff Review Form

A. 2  
ProfitStars  
Page 1 of 62City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items OnlyRainy Laycox  
Submitted ByBilling and Collections  
DivisionFinance  
Department

## Action Required:

A resolution to approve RFP 09-16, Electronic Check Processing Services to ProfitStars a Jack Henry Company for an electronic check processing system in the amount of \$21,200 for software, \$2,350 for installation and training, related travel expenses not to exceed \$2,000 and first year of maintenance of \$3,668 plus applicable sales tax of approximately \$2,500.00., and the approval of a budget adjustments for \$18,240

\$ 33,240.00  
Cost of this request\$ 15,000.00  
Category / Project BudgetBusiness Office Improvements  
Program Category / Project Name5400.1840.5801.00  
Account Number\$ -  
Funds Used to DateWater & Sewer Improcwmwnra  
Program / Project Category Name03038.1  
Project Number\$ 15,000.00  
Remaining BalanceWater & Sewer Fund  
Fund NameBudgeted Item ☐Budget Adjustment Attached ☒

Paul A. Bachman  
Department Director

11-25-2009  
Date

Previous Ordinance or Resolution # N/A

Don Mallory  
City Attorney

11-25-09  
Date

Original Contract Date: N/A

Original Contract Number: N/A

Paul A. Bachman  
Finance and Internal Services Director

11-25-2009  
Date

Received in City  
Clerk's Office

Don Mallory  
Chief of Staff

11-30-09  
Date

Received in  
Mayor's Office

Donnell Jordan  
Mayor

11/30/09  
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

TDD (Telecommunications Device for the Deaf)  
(479) 521-1316

## **December 8<sup>th</sup> Agenda Session**

## **Mayor's Approval**

**To:** Mayor Lioneld Jordan

**From:** Rainy Laycox, Billing and Collections Manager  
Scott Huddleston, Information Technology Director

**Date:** November 13, 2009

**Subject:** Approval of Contract with Profit Stars for Electronic Check Processing Software

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### **RECOMMENDATION**

Staff recommends approval of purchase request to Profit Stars in the amount of \$ 33,240.00 for RemitPlus electronic check processing software, installation, training, and first year software maintenance.

### **BACKGROUND**

The City currently processes utility payments received through the mail, using a labor intensive data entry process utilizing several employees each day. Checks are manually batched for deposit and physically presented to the bank. The City currently has approximately 37,000 utility customers and the average daily volume of paper checks is approximately 1,500. The selection committee for RFP 09-16 selected the Profit Stars RemitPlus applications from three submitted proposals.

### **DISCUSSION**

The RemitPlus application from Profit Stars will automate the check processing by capturing and converting paper checks and related documents into digital data for upload into the City's Revenue Accounting system, Utility Billing systems, and Electronic Document Management System (EDMS). Additionally, this application will allow the City to electronically transfer all processed checks to the bank.

This system will increase efficiency and effectiveness by reducing the staff time that is currently required for processing payments, reduce staff time required for accessing and retrieving payment related documents, and reduce the staff time currently required to process and physically present checks to the bank for deposit. Additionally, due to recent changes in service fees charged by our bank for electronically deposited checks, the City will see an approximate \$2,000 monthly reduction in bank service charges by going to electronically deposited checks.

### **BUDGET IMPACT**

Total Cost for this project is \$39,776.54. This amount includes \$32,240.00 for the software, installation and first year software maintenance, and \$7,536.54 for scanners and first year scanner maintenance. Annual hardware and software maintenance cost will be approximately \$4,500.

---

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDING RFP #09-16 AND APPROVING A CONTRACT WITH JACK HENRY & ASSOCIATES, INC. D/B/A PROFITSTARS IN AN AMOUNT UP TO \$33,240.00 FOR AN ELECTRONIC CHECK PROCESSING SYSTEM; AND AMENDING THE 2009 CITY BUDGET BY APPROVING A BUDGET ADJUSTMENT OF \$18,240.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby awards RFP #09-16 and approves a contract with Jack Henry & Associates, Inc. d/b/a Profitstars in an amount up to \$33,240.00 for an electronic check processing system. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby amends the 2009 city budget by approving a budget adjustment, a copy of which is attached to this Resolution and made a part hereof as if set out word for word, in the amount of \$18,240.00.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

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

A. 2  
ProfitStars  
Page 4 of 62

|                                |                                                                                                    |                                        |                   |
|--------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|
| Budget Year<br><br><b>2009</b> | Department: Operations<br>Division: Water & Sewer Maintenance<br>Program: Meter Operations Capital | Date Requested<br><br><b>12/1/2009</b> | Adjustment Number |
|--------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|

|                                                                                                                                   |                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project or Item Added/Increased:<br>\$18,240 is requested in the fixed asset account in the Business Office Improvements project. | Project or Item Deleted/Reduced:<br>Reduction in Billing and Collections Office Supplies (\$5,040), Bank Charges (\$8,200) and Software Maint (\$5,000). |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                    |                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Justification of this Increase:<br>Purchase of Electronic Check Processing Services per RFP 09-16. | Justification of this Decrease:<br>Reduce budgeted expenses to cover acquisition of electronic check processing services. Sufficient funding remains for 2009 purchases. |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Increase Budget          |                |      |      |    |        |                |   |
|--------------------------|----------------|------|------|----|--------|----------------|---|
| Account Name             | Account Number |      |      |    | Amount | Project Number |   |
| Fixed Assets             | 5400           | 1840 | 5801 | 00 | 18,240 | 03038          | 1 |
|                          |                |      |      |    |        |                |   |
|                          |                |      |      |    |        |                |   |
|                          |                |      |      |    |        |                |   |
| Decrease Budget          |                |      |      |    |        |                |   |
| Account Name             | Account Number |      |      |    | Amount | Project Number |   |
| Office Supplies/Printing | 5400           | 1810 | 5200 | 00 | 5,040  |                |   |
| Software Maintenance     | 5400           | 1810 | 5416 | 00 | 5,000  |                |   |
| Bank Service Charges     | 5400           | 1810 | 5320 | 01 | 8,200  |                |   |

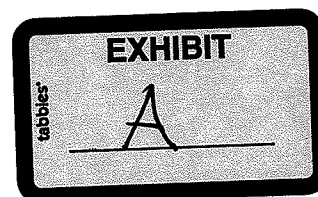
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between;"> <span>Division Head</span> <span>Date</span> </div> </div> <div style="margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between;"> <span>Budget Director</span> <span>Date</span> </div> </div> <div style="margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between;"> <span>Department Director</span> <span>Date</span> </div> </div> <div style="margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between;"> <span>Finance Director</span> <span>Date</span> </div> </div> <div> <div style="display: flex; justify-content: space-between;"> <span>Chief of Staff</span> <span>Date</span> </div> </div> | <div align="right" style="margin-bottom: 20px;">V.090403</div> <div align="center" style="margin-bottom: 10px;">Budget &amp; Research Use Only</div> <div style="margin-bottom: 20px;">           Type:    A        B        C        D        E         </div> <div style="margin-bottom: 20px;">           Requested By _____         </div> <div style="margin-bottom: 20px;">           General Ledger Date _____         </div> <div>           Posted to General Ledger<br/> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Initial</span> <span>Date</span> </div> </div> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
FINAL CONTRACT

---

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2009, between the City of Fayetteville, Arkansas, and Jack Henry & Associates, Inc., acting through its ProfitStars Division ("JHA"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. JHA 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 RFP 09-16 as stated in JHA's bid proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 09-16, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay JHA based on their proposal in an amount not to exceed the following items listed below. Payments shall be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice
  - a. For total software: \$21,200
  - b. For installation, training, & technical support: \$2,350
  - c. For travel expenses related to initial installation: **not to exceed** \$2,000.00, which includes up to three (3) days on site. Additional on site training days shall be at the cost of \$750 per day. All travel expenses shall be billed on actual expenses incurred from JHA and shall not exceed said pricing.
  - d. Initial annual software fees, first fee due after complete installation: \$3,668.00.
3. The Contract documents which comprise the contract between the City of Fayetteville and JHA consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Appendix A: Request for proposal identified as RFP 09-16 with the specifications and conditions typed thereon.
  - B. Appendix B: JHA's RFP submittal with revised pricing.
  - C. Appendix C: JHA's ProfitStars Standard Terms and Conditions – rev 1208
4. These Contract documents constitute the entire agreement between the City of Fayetteville and JHA and may be modified only by a duly executed written instrument signed by the City of Fayetteville and JHA.
5. JHA shall not assign its duties under the terms of this agreement.
6. JHA 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, caused by JHA and its Subcontractors arising from JHA's 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. JHA 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, JHA 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.



a. Insurance required: Workmen's Compensation, Statutory Amount

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

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

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

**CITY OF FAYETTEVILLE,  
FAYETTEVILLE, ARKANSAS**

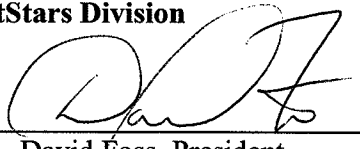
\_\_\_\_\_  
**LIONELD JORDAN, Mayor**

Attest:

\_\_\_\_\_  
Sondra Smith, City Clerk

**JACK HENRY & ASSOCIATES, INC.  
ProfitStars Division**

BY

  
\_\_\_\_\_  
David Foss, President

Business Address:  
Jack Henry & Associates, Inc.  
663 West Highway 60  
Monett, Missouri 65708

City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
FINAL CONTRACT

---

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1. JHA 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 RFP 09-16 as stated in JHA's bid proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 09-16, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay JHA based on their proposal in an amount not to exceed the following items listed below. Payments shall be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice
  - a. For total software: \$21,200
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  - A. Appendix A: Request for proposal identified as RFP 09-16 with the specifications and conditions typed thereon.
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4. These Contract documents constitute the entire agreement between the City of Fayetteville and JHA and may be modified only by a duly executed written instrument signed by the City of Fayetteville and JHA.
5. JHA shall not assign its duties under the terms of this agreement.
6. JHA 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, caused by JHA and its Subcontractors arising from JHA's 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. JHA 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, JHA 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.



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

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WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

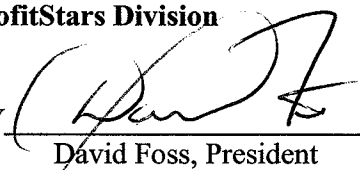
**CITY OF FAYETTEVILLE,  
FAYETTEVILLE, ARKANSAS**

\_\_\_\_\_  
**LIONELD JORDAN**, Mayor

Attest:

\_\_\_\_\_  
Sondra Smith, City Clerk

**JACK HENRY & ASSOCIATES, INC.  
ProfitStars Division**

BY \_\_\_\_\_  
David Foss, President

Business Address:  
Jack Henry & Associates, Inc.  
663 West Highway 60  
Monett, Missouri 65708

**REQUEST FOR PROPOSAL: RFP 09-16**

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

**Electronic Check Processing Services****RFP (REQUEST FOR PROPOSAL)**

**DEADLINE:** Friday, August 14, 2009 at 2:00 PM, Central Standard Time **DELIVERY LO-**  
**CATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701 **PURCHASING AGENT:** And-  
rea Foren, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us), 479.575.8220 **DATE OF ISSUE AND ADVERTI-**  
**SEMENT:** Friday, July 24, 2009

**REQUEST FOR PROPOSAL RFP 09-16, Electron-**  
**ic Check Processing Services**

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 0916,  
Electronic Check Processing Services" with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP doc-  
uments attached hereto. Each Proposer is required to fill in every blank and shall supply all information re-  
quested; 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: ProfitStars a Jack Henry Company

Contact Person: Janice Tuschong Title: Sales Executive

E-Mail: jtuschong@profitstars.com Phone: 972-239-4486 x561180

Business Address: 1025 Central Expressway South

City: Allen State: Texas Zip: 75013

Signature: *Janice M Tuschong* Date: August 19, 2009

City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
Authorized Negotiator Information – TO BE SUBMITTED WITH ALL PROPOSALS

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

**PART I: Primary Contact Information:**

Name of Firm: ProfitStars a Jack Henry Company

Name of Primary Contact: Janice Tuschong

Title of Primary Contact: Sales Executive

Phone#1 (cell preferred): 214-796-4397 Phone#2: 972-239-4486 x561180

E-Mail Address: jtuschong@profitstars.com

**PART 2: Contact for Legally Binding Contracts:**

Is the primary contact (listed in Part I) able to legally bind contracts? **YES** NO (circle one)

If no, please list contact that can legally bind a contract for the firm: \_\_\_\_\_

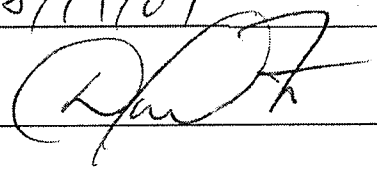
Name: David Foss

Title: President, ProfitStars

Phone#1 (cell preferred): 214-585-2857 Phone#2: 417-235-4114 x510100

E-Mail Address: dfoss@profitstars.com

Date: 8/19/09

Signed: 

# RFP 09-16, Addendum 1



**Date:** Wednesday, August 05, 2009

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

TDD (Telecommunication Device for the Deaf): 479.521.1316

**RE:** RFP 09-16, Electronic Check Processing Services

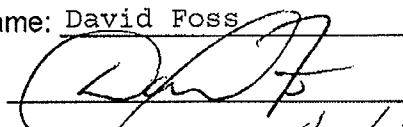
This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Addendum shall be included with proposal documents, signed, and dated. Failure to do so may subject Proposer to disqualification.

1. The deadline to submit a proposal has been extended until **Friday, August 21, 2009 at 2:00 PM, CST.**
2. The City currently processes utility payments, received through the mail, using a labor intensive data entry process utilizing several employees each day. Checks are manually batched for deposit and physically presented to the bank. The City currently has approximately 40,000 utility customers and the average daily volume of paper checks is approximately 1,500. This application will automate this process capturing and converting paper documents into digital data for upload into our Revenue Accounting and Utility Billing System, Electronic Document Management System (EDMS), and electronic funds transfer to the bank. Additionally, all checks collected over the counter will process through this system in a daily batch for storage to the EDMS and electronic funds transfer to the bank. We expect the system to increase efficiency and effectiveness by reducing the staff time that is currently required to process payments and access and retrieve payment related documents. The City expects to see reduced bank charges due to elimination of bank presentment of paper checks. The City currently has no plans to change the cashing system. The system currently processes all payments received by the City regardless of type.
3. The current payment coupon is a set 8.5" X 3.67". The coupon currently contains a bar code in the lower right hand corner but can be modified as needed to accommodate and/or increase the efficiency of the remittance processing system. ***A sample coupon is attached to this addendum.*** The City will create a substitute coupon if needed.
4. The system must have the capability to export all captured images and metadata for import into the City's current EDMS (EMC Documentum ApplicationXtender).

5. Electronic deposit options have been evaluated and the City will utilize the most cost effective means to deposit funds. This may result in a combination of ACH and Check 21.
6. Any change in contract language, such as termination, shall be presented with each proposal. The City does not guarantee to accept any Proposers suggested modifications.
7. The City is specifying any accounting system because the system only needs to export a delimited text file with the processed account and payment information and have a means for validating counts and totals. No other special considerations are need from the vendor to integrate with our current New World Systems applications.
8. The City has previously demoed and tested various scanners for this process. The Canon CR-180 series best fits current and future needs, functionality, and capacities needed for the system. The City of Fayetteville will purchase these scanners as a separate purchase from this project. Proposers are welcome to suggest scanners of equal quality for the City to purchase.
9. All Proposers shall submit a minimum of five (5) references for customers currently using the proposed product. Such references shall be utilizing the product for similar purposes related to the City of Fayetteville. Contact information for references shall include name of company, primary contact name, phone number, e-mail address, and mailing address.

Acknowledge Addendum # 1:

Printed Name: David Foss

Signature: 

Title: President, ProfitStars Date: 8/19/04

Company: ProfitStars a Jack Henry Company

## RFP 09-16, Addendum 2



**Date:** Wednesday, August 12, 2009

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

TDD (Telecommunication Device for the Deaf): 479.521.1316

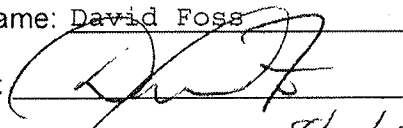
**RE:** RFP 09-16, Electronic Check Processing Services

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Addendum shall be included with proposal documents, signed, and dated. Failure to do so may subject Proposer to disqualification.

1. Reference 2.0 Scope of Work, Item 47, language contained in the original RFP is omitted and hereby replaced with the following: "Software shall be capable of exporting all captured images and metadata for import into the City's current EDMS (EMC Documentum ApplicationXtender). All access to archived images will be accomplished through the City's current EDMS."
2. Reference 2.0 Scope of Work, Item 29 (clarification) – The term "trail utility coupons" is referring to the standard coupon or a substitute coupon that could be created.
3. Reference 2.0 Scope of Work, Item 1 (clarification) – The City needs licensing to allow two users and one administrator to all access to remittance software concurrently. The City will be running two scanners in separate locations and will both need to be able to scan and index batches simultaneously. In addition, the City will need to be able to administer the software without stopping or interrupting one of the two scan stations.

Acknowledge Addendum # 2:

Printed Name: David Foss

Signature: 

Title: President, ProfitStars Date: 8/19/09

Company: ProfitStars a Jack Henry Company



City of Fayetteville  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701

August 19, 2009

Andrea Foren,

In response to your RFP 09-16 we have submitted for your review a proposal of RemitPlus Software. The total price for the RemitPlus Software and the 1<sup>st</sup> years Annual License Fee is \$36,666.00. This includes the prices for the RemitPlus Software, two (2) Canon CR-180II Scanners, Software Annual License Fees; 1<sup>st</sup> Year Hardware Maintenance; Installation, Training and Estimated Travel Expense. The Software Annual License Fee of \$3,668 will be invoiced by ProfitStars annually and the scanner maintenance will be invoiced separately by a third party service provider.

You currently are an existing client of ProfitStars EPS Division therefore we have also included the fees for processing your deposit of items processed through the RemitPlus Software. EPS offers a Hybrid Solution that would decision each item in your deposit and process them using least cost routing. Prices for these items would be \$0.06 for items processed as ACH (ARC) and \$0.10 for items processed as Check 21. Any returned item would have a \$1.00 fee and we will set up Additional Depository Accounts for a fee of \$5.00 per month. By using EPS for the electronic deposit of these scanned items, you will be provided consolidated reporting for all items you process through the EPS platform. Total cost for depositing through ProfitStars EPS Division would be based on total the number of items deposited and would be invoiced monthly. Included is the detail break out of the pricing.

Kind Regards,  
**Janice M. Tuschong**  
Sales Executive  
ProfitStars® - A Jack Henry Company  
Jack Henry named in "Best Small Companies" – *Forbes*, Oct 2008  
(P) 972-239-4486 x561180  
(F) 972-239-4511  
(T) 800-250-4486 x561180  
(C) 214-796-4397  
[JTuschong@profitstars.com](mailto:JTuschong@profitstars.com)

## **ProfitStars® - Company Information**

ProfitStars®, a division of Jack Henry & Associates, Incorporated®, is a leading provider of 60 best-of-breed products and services that are designed to improve the operating performance for a diverse range of organizations. Listed below is a summary of ProfitStars product solutions your organization may consider outside of this proposal.

- Enterprise Content Management – Electronic document imaging solution modules with workflow processes, web-portal accessibility, reporting, document security, auditing functionality and e-mail distribution capabilities.
- Enterprise Conversion Services - Multi-media conversions from paper, microfilm and/or electronic files into electronic document management system formats
- Business Analytics – Interactive management reporting dashboards for operations and financial areas

## **ProfitStars® Parent Company Information - Jack Henry & Associates®**

Jack Henry & Associates, Incorporated® (NASDAQ: JKHY) was founded in 1976. The company's extensive array of products and services include processing transactions, automating business processes, and managing mission-critical information for more than 8,700 financial institutions and corporate entities. In 2008, Jack Henry & Associates achieved \$743 million in total revenue with a resulting net income of \$104.2 million. By the June 30<sup>th</sup> 2009 fiscal year-end, Jack Henry & Associates balance sheet reflected zero long-term debt and zero short-term borrowings. Jack Henry & Associates financial statements are audited and readily available for public inspection at [www.jackhenry.com](http://www.jackhenry.com). Jack Henry & Associates received consecutive annual ranking as the industry leader in customer satisfaction according to an annual independent survey firm.

### Corporate Headquarters

663 W. Highway 60  
P.O. Box 807  
Monett, MO 65708-8215  
417.235.6652

Jack Henry & Associates, Incorporated® includes three primary brands: Jack Henry Banking™, Symitar™ and ProfitStars®. Jack Henry Banking™ provides mid-tier and community banks with enterprise-wide information and transaction processing solutions that are available for in-house and outsourced implementation. Symitar™ provides credit unions of all sizes with industry-leading information and transaction processing solutions that are also available for in-house and outsourced implementation. The ProfitStars® division provides 60 best-of-breed solutions designed to create efficiencies, enhance business processes and to control or mitigate risk. ProfitStars® services 8,600 clients including Banks, Credit Unions, Securities Firms, Hospitals, City and County Governments, Utilities, Manufacturers, Retailers and General Businesses. ProfitStars® solutions are utilized both in the United States and overseas. ProfitStars is headquartered in Allen, Texas, outside of Dallas.



### **ProfitStars® Account Management Group**

Each ProfitStars® client is assigned an Account Executive to oversee the entire business relationship and better ensure long-term, overall client satisfaction. The ProfitStars Account Executive serves as a key contact person at the ProfitStars® divisional level. In addition to ensuring client satisfaction, the Account Executive is also responsible for serving the client on a consultative level by providing resources and information critical to aiding the client with existing or future initiatives.

City of Fayetteville  
ATTN: Purchasing Division - Room 306  
113 West Mountain  
Fayetteville, AR 72701



| PRODUCT DESCRIPTION:                              | QUANTITY: | UNIT PRICE: | EXTENDED PRICE: | ANNUAL LICENSE FEE: |
|---------------------------------------------------|-----------|-------------|-----------------|---------------------|
| RemitPlus upto 500,000 items/year                 | 1         | \$14,400    | \$14,400        | \$2,412             |
| CAR/LAR - Character Recognition Module for Checks | 1         | \$1,600     | \$1,600         | \$320               |
| Multi-User Upgrade (in seats of 7)                | 1         | \$1,600     | \$1,600         | \$288               |
| Electronic Deposit Interface                      | 1         | \$1,600     | \$1,600         | \$288               |
| Interface to Document management                  | 1         | \$1,500     | \$1,500         | \$270               |
| ScanForm Interface to Desktop Scanner             | 1         | \$500       | \$500           | \$90                |
| Canon CR-180II Scanner*                           | 2         | \$2,850     | \$5,700         | \$1,100             |
| Ink Cartridge                                     | 2         | \$25        | \$50            |                     |
| ShearTech Single Bin Jogger                       | 2         | \$299       | \$598           |                     |
| SubTotal:                                         |           |             | \$27,548        | \$4,768             |
| Installation Fee**                                | 1         | \$2,350     | \$2,350         |                     |
| Estimated Travel Expense                          | 1         | \$2,000     | \$2,000         |                     |
| <b>TOTAL AMOUNT:</b>                              |           |             | <b>\$31,898</b> | <b>\$4,768</b>      |

\*The 1 Year Maintenance for the CR-180II is \$550 per scanner.

**ELECTRONIC DEPOSIT through ProfitStars EPS Div:**

ACH - ARC Items @ \$0.06 per item

Check 21 Items @ \$0.10 per item

Returned Items @ \$1.00 per item

Additional Depository Accounts ( if applicable) @ \$5.00 per month

*This reduced EPS pricing is being offered to City of Fayetteville based on existing ProfitStars EPS Relationship.*

ProfitStars Response to RFP 09-16 | **August 4, 2009**

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**Response To**  
**City of Fayetteville Arkansas RFP 09-16**

**By**

**Jack Henry & Associates, Inc.**  
**ProfitStars® Division**

Janice Tuschong 972-239-4486 x561180

**Submitted on August 21, 2009**

The information provided by Jack Henry & Associates, Inc. in this Response document contains confidential and proprietary information owned by Jack Henry & Associates, Inc. and its licensors. This information is provided for the sole use and benefit of the City of Fayetteville for its evaluation of this Response and the ProfitStars solutions referenced in this Response. If the City is utilizing advisors to assist the City in its evaluation of this Response and the ProfitStars solutions referenced in this Response, then the City is authorized to grant access by its advisors to this Response document for that limited purpose. This information may not be provided to any other party by the City or its advisors, without the prior written consent of Jack Henry & Associates, Inc. or as otherwise permitted under applicable open records and procurement laws and regulations.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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1. **Provide 2 current license as well as administration access to information.**  
Our RemitPlus Software proposal will include an Administrator License and a Multi User License to accommodate additional users.
2. **Index and allow for customized searchable fields as needed.**  
The ProfitStars RemitPlus Software allows you to pick up to 16 customizable fields that make sense to your organization for searching. Such as: Account Number, Applied Amount, Current Due, etc.
3. **Ability to create a file allowing funds to be deposited electronically to ANY bank supporting either X9.37 or ACH NACHA or hybrid of both through least cost routing.**  
If your bank is willing and able to accept an electronic deposit file, we can send an X9.37 (Check21 format) directly to your bank. However, many customers elect to acquire and use our separate ProfitStars EPS (Enterprise Payment Solutions) electronic payment processing services which will receive the check images through an Internet portal and ACH the personal checks and Check21 the business checks and money orders directly with the Fed then apply an ACH credit directly into the customer's bank account. This provides our customers with the most cost effective method for processing deposits.
4. **Create a file to interface with existing data base for posting payments and be capable with other should the city decide to change without cost.**  
RemitPlus Software currently supports well over 80 billing system types (including commercial and custom software platforms). RemitPlus employs a powerful free form ProjectBuilder engine capable of handling simple to complex ASCII interface file formats. Change in extract format is available at no extra cost.
5. **System shall be easily scalable to accommodate increased volume.**  
Our RemitPlus Software is licensed on a scalable basis, ranging from a single user processing one check a day all the way up to the largest lockbox processing up to 250,000 items a day.
6. **Shall interface with and allow for multiple scanner styles to be used for various volume processing needs, not limited too but including flatbed TWAIN driven scanner and Kofax driven scanners.**  
RemitPlus Software supports many different scanner models, including: NCR, Unisys, Digital Check, RDM, Panini, Epson, Opex, Canon, TWAIN driven scanners, Kofax driven scanners, etc.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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7. **Ability to run items regardless of orientation (software should recognize items even if run upside-down).**  
Our RemitPlus Software solution supports multiple invoice types within a batch through template zoning processing. A side benefit to this concept is that the RemitPlus Software will recognize both checks and remittance invoices ran upside-down by mistake.
8. **Support many batch types, and rules sets for exceptions based on batch types.**  
The RemitPlus Software currently supports a multitude of batch types including but not limited to the four most common: Singles, Multies, Check Onlys, Doc Onlys. For each batch type, there can be up to a dozen different balancing rules sets, exceptions, or endorsement requirements.
9. **Support the reading of OCR, barcodes, machine printed information, check boxes and hand printed information on any remittance or coupon types.**  
Our experience has been that OCR offers the best highest read rates, we do support a dozen of the most common barcodes, OCR of static machine printed information, checkboxes, and hand printed information in a static location as well.
10. **Support template recognition such that different coupon styles could be run together.**  
Yes, see answer #7. We can accommodate different coupon types, such as, if your termination notice looks different than your regular remittance—they can be run together. As long as the OCR scanline are in the same position OR there is something unique to identify each form clearly.
11. **Print audit trail information on the checks and coupons.**  
The RemitPlus Software supports this using most of the qualified scanners. However, the RDM & Epson scanners do not support rear of item audit trail.
12. **Provide Batch, Deposit, Summary, and Reject Reports.**  
See samples on next couple of pages.

# ProfitStars Response to RFP 09-16 August 4, 2009

Batch Detail  
Demo Project - 3002 (8)  
01/17/2008  
Singles

| Seq No | Type | Account No      | Amount | Seq No | Type | Account No | Amount |
|--------|------|-----------------|--------|--------|------|------------|--------|
| 1      | D    | 433560081025304 | 53.87  |        |      |            |        |
| 2      | C    | 00012774        | 53.87  |        |      |            |        |
| 3      | D    | 433560091025309 | 462.11 |        |      |            |        |
| 4      | C    | 10000152844     | 462.11 |        |      |            |        |
| 5      | D    | 433560081025309 | 45.91  |        |      |            |        |
| 6      | C    | 0001101335      | 45.91  |        |      |            |        |
| 7      | D    | 433560091025305 | 172.88 |        |      |            |        |
| 8      | C    | 0001850441      | 172.88 |        |      |            |        |
| Total: |      |                 | 734.77 |        |      |            |        |

## Batch Detail Report

Deposit Report for Demo X937  
Batch No 3000  
Batch Date: 02/14/2008

| Seq | Check # | Amount   | Seq | Check # | Amount | Seq | Check # | Amount | Seq | Check # | Amount |
|-----|---------|----------|-----|---------|--------|-----|---------|--------|-----|---------|--------|
| 1   | 1077    | 45.91    | 102 | 2684    | 62.11  |     |         |        |     |         |        |
| 2   | 5249    | 3,589.21 | 103 | 2191    | 53.87  |     |         |        |     |         |        |
| 3   | 2100    | 53.87    | 105 | 1177    | 145.91 |     |         |        |     |         |        |
| 4   | 123     | 187.00   | 107 | 1026    | 172.88 |     |         |        |     |         |        |
| 5   | 3041    | 25.00    | 109 | 1226    | 45.91  |     |         |        |     |         |        |
| 6   | 6288    | 177.78   |     |         |        |     |         |        |     |         |        |

## Bank Deposit Report

Batch Summary Report  
01/17/2008  
Demo Project

| Batch Type | Batch | Batch Date | Docs | Checks | Total Amount |
|------------|-------|------------|------|--------|--------------|
| Singles    | 3000  | 01/17/2008 | 0    | 0      | 0.00         |
| Singles    | 3001  | 01/17/2008 | 0    | 0      | 0.00         |
| Singles    | 3002  | 01/17/2008 | 4    | 4      | 734.77       |
| Multies    | 4000  | 01/17/2008 | 0    | 0      | 0.00         |
| Multies    | 4001  | 01/17/2008 | 1    | 2      | 353.82       |
| Total      |       |            | 5    | 6      | 1,088.59     |
| Subtotal   |       |            | 4    | 4      | 734.77       |
| Subtotal   |       |            | 1    | 2      | 353.82       |
| Total      |       |            | 5    | 6      | 1,088.59     |

## Batch Summary Report

## ProfitStars Response to RFP 09-16 August 4, 2009

| Reject Report<br>Demo Project<br>01/17/2008 |        |      |                         |                                 |  |
|---------------------------------------------|--------|------|-------------------------|---------------------------------|--|
| Batch No                                    | Seq No | Type | Status                  | Scanline                        |  |
| 3000                                        | 1      | D    | 300 - Reject            | 033????8??3?3?0???387?          |  |
| 3000                                        | 2      | C    | 301 - Associated Reject | :111016064: 00012774< 2191      |  |
| 3000                                        | 3      | D    | 300 - Reject            | 4??????9??????9??4??114         |  |
| 3000                                        | 4      | C    | 301 - Associated Reject | <1026< :111016064: 10000152844< |  |
| 3000                                        | 5      | D    | 300 - Reject            | 43356008102530900062114         |  |
| 3000                                        | 6      | C    | 301 - Associated Reject | :111016064: 0001229538< 2684    |  |
| 3000                                        | 7      | D    | 300 - Reject            | 49??????9??????1???4?919        |  |
| 3000                                        | 8      | C    | 301 - Associated Reject | :111016064: 0001101335< 1077    |  |
| 3000                                        | 9      | D    | 300 - Reject            | 43356009102530500172881         |  |
| 3000                                        | 10     | C    | 301 - Associated Reject | <1026< :111016064: 0001850441<  |  |
| 3001                                        | 1      | D    | 300 - Reject            | 033????8??3?3?0???3?78          |  |
| 3001                                        | 2      | C    | 301 - Associated Reject | :111016064: 00012774< 2191      |  |
| 3001                                        | 3      | D    | 300 - Reject            | 4??????9??????9??4?2114         |  |
| 3001                                        | 4      | C    | 301 - Associated Reject | <1026< :111016064: 10000152844< |  |
| 3001                                        | 5      | D    | 300 - Reject            | 43356008102530900062114         |  |
| 3001                                        | 6      | C    | 301 - Associated Reject | :111016064: 0001101335< 1077    |  |
| 3001                                        | 7      | D    | 300 - Reject            | 43356009102530500172881         |  |
| 3001                                        | 8      | C    | 301 - Associated Reject | <1026< :111016064: 0001850441<  |  |
| 4000                                        | 1      | D    | 300 - Reject            | 43356009102530400353821         |  |
| 4000                                        | 2      | C    | 301 - Associated Reject | :111016064: 0001124835< 1192    |  |
| 4000                                        | 3      | C    | 301 - Associated Reject | :111016064: 0004577128933< 1213 |  |

### Reject Report

#### 13. Provide account and payment information for FTP upload to billing system.

Utilizing our predefined templates for billing systems or creating a character for character output file with our RemitPlus ProjectBuilder, we can accommodate any accounting or billing system.

#### 14. Provide image capture and retrieval of checks and payment coupons – front and back images.

Our RemitPlus Software allows for search and retrieval of both the front and back of payment coupon and checks (as well as any other item ran with the check). See sample on next page.

## ProfitStars Response to RFP 09-16 August 4, 2009

**RemitPlus Search**

☒ Date Range  
From: 1/14/2008 To: 1/17/2008  
Batch No: Routing No: Account No: Total Due: Seq No: Check No: Check Amount:

Search  
Clear  
Close

17 of 32  
Zoom

Front Back

**MAKE CHECKS PAYABLE TO:**  
DEMO COMPANY  
3022 AVENUE B  
DALLAS, TX 75287  
43356009102530500172881

**NAME:** TEXAS FEED STORE  
**SERVICE ADDRESS:** 6015 ROCK ROAD  
**ACCOUNT #** 43356009-1025305

| PREVIOUS BALANCE | CURRENT CHARGES | TOTAL DUE |
|------------------|-----------------|-----------|
| \$0.00           | \$172.88        | \$172.88  |

CURRENT CHARGES ARE DUE UPON RECEIPT

**ADDRESS:** TEXAS FEED STORE  
6015 ROCK ROAD  
DALLAS, TX 75287

**REMIT TO:** DEMO COMPANY  
3022 AVENUE B  
DALLAS, TX 75287

PLEASE RETURN THIS PORTION WITH PAYMENT TO DEMO COMPANY TO DEPOSIT TO YOUR CHECKING ACCOUNT #

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Batch No: 3001 Seq No: 007 Account No: 433560091025305  
Run Date: 01/17/2008 Status: Reject Total Due: 172.88  
Rejected Item Applied: 0.00

Rotate  
Print  
Transaction  
Details

Note: You can switch between payment coupon and check, front and back.



## ProfitStars Response to RFP 09-16 | August 4, 2009

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**15. Ability of the equipment and software to meet City's general and specific integration requirements.** The City currently processes utility payments, received through the mail, using a labor intensive data entry process utilizing several employees each day. Checks are manually batched for deposit and physically presented to the bank. The City currently has approximately 40,000 utility customers and the average daily volume of paper checks is approximately 1,500. The RemitPlus Software will automate this process capturing and converting paper documents into digital data for upload into our Revenue Accounting and Utility Billing System and Electronic Document Management System (EDMS) via flat ASCII formatted file, and electronic funds transfer to the bank. The system will increase efficiency and effectiveness by reducing the staff time that is currently required to process payments and access and retrieve payment related documents.

**16. Software packages available now and enhancements planned.**

*The current version of RemitPlus is version 3.5.*

*Below is a list of proposed enhancements planned (please note: features listed may vary at time of final release).*

*RemitPlus 3.6 (release TBD)*

- Record 61 option for Bank of the West
- BalancedForms batch type
- FormXtra field read back of items
- Convene field read from back of items
- Complex passwords, password lockouts, etc.
- Check-in-List Scanform (supporting Canon, Panini, & Epson)
- Convene snippet adjustment option
- Batch Backup/Restore (via XML)

*RemitPlus 4.0 (release TBD)*

- New main program GUI (mock up shown below, final version may vary)

**17. Vendor's ability to support both the hardware and software.**

Our solution is currently support by 4 programmers and more than 11 support staff. The RemitPlus solution with ongoing support comes complete with quarter updates and enhancements.

**18. Level, quality and type of client training and technical assistance provided.**

We support an onsite two-day training (generally), users manuals, ongoing toll free technical support, WebEx, eMail, and Website Help Desk Inquiry.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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**19. Upward compatibility for future growth.**

RemitPlus Software uses the latest Microsoft .Net runtime software (3.5) and is in an ever evolving programming state to facilitate the processing as low as one item a day to our largest installation handling over 250,000 items a day (and growing).

**20. 100% compatible with Windows NT, 2000, XP, Microsoft *Vista* Operating System, or current Microsoft operating system.**

RemitPlus Software currently supports Windows XP or better (including XP, Vista, Server 2003, & Server 2008) with .NET 3.5 SP1 installed (XP Pro is preferred) Note: Windows 64 Bit Operating Systems are currently not supported through RemitPlus for scanning purposes. Windows NT and 2000 is no longer supported for RemitPlus.

**21. Software must be compatible with City's networking environment.**

Our RemitPlus Software supports TCP/IP network environment which will work on City's network.

**22. Software must be able to print documents direct to PC networked printers.**

Our RemitPlus Software supports printing to any networked printer device.

**23. SQL Database compatible.**

Yes, we support: Microsoft SQL 2000, 2005, & 2008, Microsoft SQL Express, Firebird SQL.

**24. Software must be currently supported with no plans for phase out.**

Our RemitPlus Software is currently support by 4 programmers and more than 11 support staff. The RemitPlus Software with ongoing support comes complete with quarterly updates and enhancements. There are no plans for phase out.

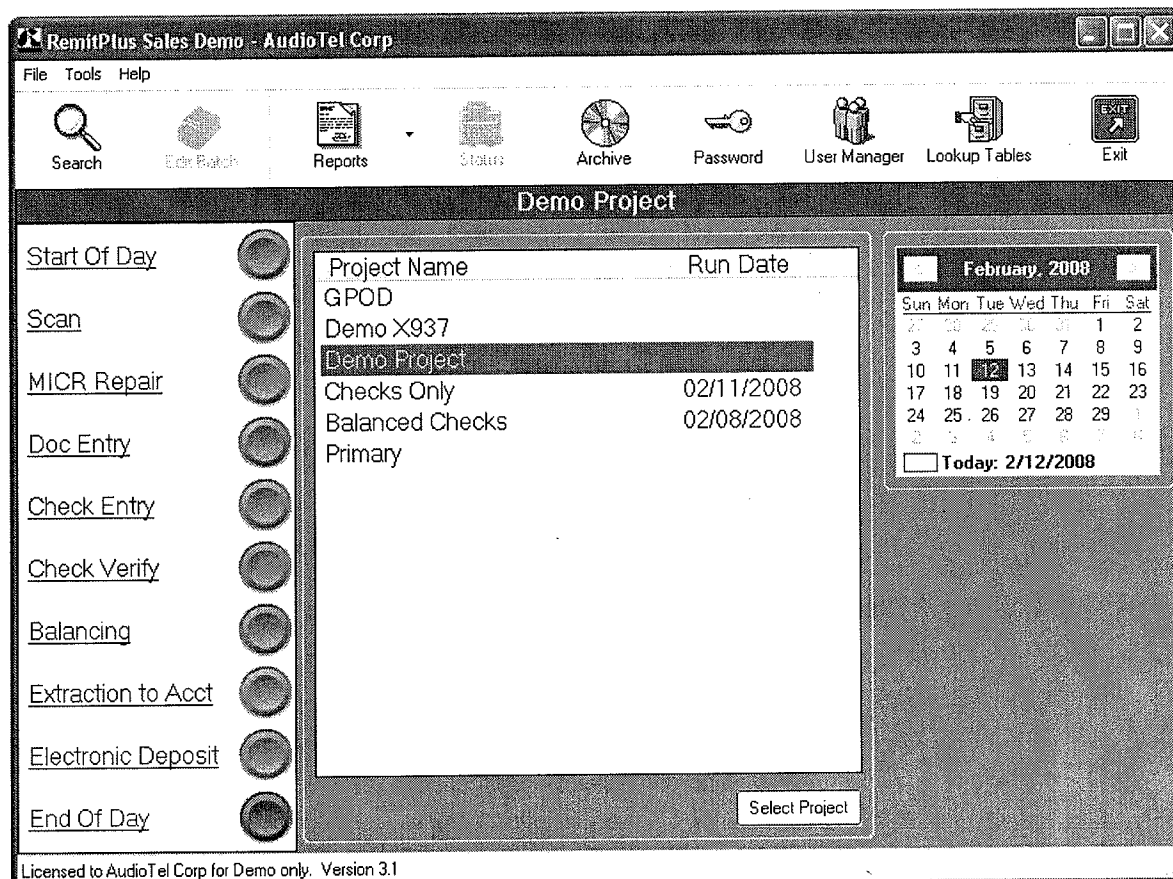
**25. Software adheres to widely accepted industry standards.**

Yes, with 4 programmers and standard coding procedures as well as code base management, we adhere to industry standards. Our RemitPlus Software is currently coded in C#, utilizing the latest .NET Windows platform with a variety of SQL databases.

**26. Software is easy to use and has a Graphical User Interface (GUI)**

Our RemitPlus Software is very simple to use. We have a Quality Assurance department that test the simplicity and usability down to a 3<sup>rd</sup> grade level. We utilize the simplest GUI interface. See next page for example.

## ProfitStars Response to RFP 09-16 | August 4, 2009



Sample of Simple Graphic User Interface (GUI)

27. Adequate security features, including the ability to set access controls at multiple levels. (including user ids and passwords that restrict access to certain functions and jobs).

Our RemitPlus Software includes industry standard security features based on user id and password. Each and every function within the RemitPlus Software including multiple job access can be turned on or off by operator. The functions actually disappear so the user is unaware of non-access.

28. Customer support, with a **toll-free** support line, and available email and remote diagnostics during normal business hours.

Yes to all, see answer #18.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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**29. Read, reconcile, & verify audit trail utility coupons.**

RemitPlus Software processing is based on a "rule of two" for validation of information. Entry/verification points can come from OCR hardware read, FormXtra software field read, Convene Remote Keying, human entry, lookup table entry, or any combination therein. Once an item is read and verified (and balanced against the presented payment) the transaction payment is considered complete (adjustment is permitted to authorized users through RemitPlus's Edit Batch function).

**30. Upload data from coupons and checks into *any* Utility Billing system.**

See answer #4.

**31. Support Multiple OCR Fonts and Bar Codes.**

The RemitPlus Software supported scanners currently read many of the most common OCR fonts (including OCR A, OCR B, OCR A Extended, & OCR B Extended), and the software many of the most common 2D barcode types.

**32. Must display image for data entry and allow zooming to amount field.**

Yes in all keying functions, you can mouse over the image for Zooming. In Doc Entry or Check Entry, coordinates can be default for rectangle zooming as well.

**33. Process the following types of transactions, either in separate batches or mixed within a batch:**

- a. Single coupon/single check
- b. Multiple checks/single coupon
- c. Multiple coupon/single check
- d. Multiple coupons/multiple checks
- e. Exceptions
- f. Check only processing
- g. Coupon only processing

The RemitPlus Software currently supports all of the above batches, as well as a multitude of others such as: Coupon Only, Change of Address, Check Only Archive Over-the-Count, etc.

**34. Key amount or full amount processing.**

Our RemitPlus Software supports Full Pay Processing, or "Rule of 2" key amount processing. In "Rule of 2" the coupon must match the CAR/LAR amount; otherwise an operator must key the amount in Check Entry. If neither matches then the item is sent to another operator to key in Check Verify.

In addition to the above, our RemitPlus Software offers "Embedded Remote Keying" as an option from which exception items that fail the "Rule of 2" will be

## ProfitStars Response to RFP 09-16 | August 4, 2009

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snippet and sent to our Keyers around the world—thus offering a nearly “keyless” operation.

**35. CAR/LAR (Courtesy Amount Recognition/Legal Amount Recognition) to read check amounts.**

We offer the third party Parascript CheckPlus® CAR/LAR Software component as a complementary solution to the RemitPlus Software, like that used in Proof of Deposit banking products.

**36. Read multiple amounts (Amount Due, Total Due, Late Amount Due, Amount Due with Donation, etc.)**

The RemitPlus Software allows up to seven amount fields to be recognized and compared in the balancing function. Including but not limited to those mentioned above.

**37. Automatic rejection of exception transactions.**

The RemitPlus Software supports more than a dozen different lookup tables and rules sets by batch. If necessary and needed, some of those lookup table rule sets can auto reject transactions. For example: Stop File Processing, from which there are certain accounts from which you do not want the system to process.

**38. Substitute coupon processing.**

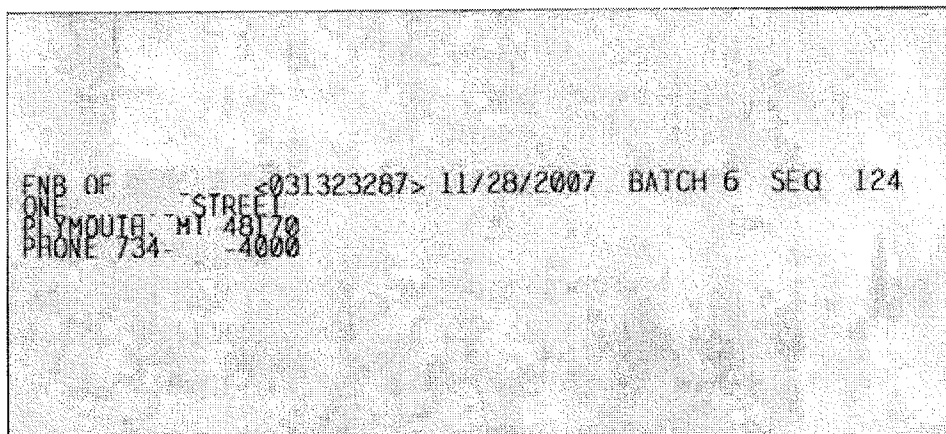
Our RemitPlus Software supports substitute documents (in certain circumstances we encourage it for checks only). In addition, we have a Doc Only (or Substitute Coupon only) batch type.

**39. Automatic check endorsement.**

Most of the scanners we support will do a single line check endorsement. As an added benefit within the RemitPlus Software, we also support a dynamic four line virtual rear of check endorsement, so that we can guarantee readability of the endorsement for electronic deposit.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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An Example of 4 Line Endorsement

**40. Generate Daily Activity Detail Report.**

Yes, see answer #12.

**41. Generate Daily Activity Summary Report.**

Yes, see answer #12.

**42. Generate Daily Deposit Reports.**

Yes, see answer #12.

**43. Generate Rejection Reports.**

Yes, see answer #12.

**44. Ability to archive reports.**

Since reports are created on demand via database lookups, you can re-print or view old reports by selecting the date and the report type. It is a general policy (it can change) for data to be accessible for up to seven years. It can be accessible longer via CD and DVD burn. See question #47 below.

**45. Online Retrieval of Images, both front and back of coupons and checks.**

In the RemitPlus Software, you can search on both the front and back of coupon and/or check, see answer #14. In addition, we offer an Add-On product called RemitWeb, from which the research tool described can also be done via a web browser (Internet Explorer, Safari, etc). Users within the organization (or outside the organization) can find items via a web browser. This is controlled through the same user id and password security features described in answer #27.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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**46. Retrieval and database indexing of stored images is required.**

Our RemitPlus Software builds and maintains SQL databases of image items for storage and retrieval. Using our search screen (described in answer #14) or RemitWeb described above, you can easily find any item you are looking for.

**47. Software shall be capable of exporting all captured images and metadata for import into the City's current EDMS (EMC Documentum ApplicationXtender). All access to archived images will be accomplished through the City's current EDMS.**

RemitPlus can provide additional formatted ASCII based files to handle import into supporting document imaging systems. Images and paths are referenced within the extract file for direct reference or import into the document imaging system.

**48. Ability to enlarge areas of interest by zooming with a simple mouse click.**

Yes, see answer #32.

**49. Ability to print front and back of Check/Coupons Images.**

In our RemitPlus solution you can print the front and back of checks or coupons as well as drop them into a PDF for email etc.

## ProfitStars Response to RFP 09-16 | August 4, 2009

50. Multiple balancing functioning displaying both coupons and checks on the same screen.

**Manual Balancing**

NAME: MICHAEL HOLTEN  
ADDRESS: 1875 STOREY LANE  
CITY: DALLAS, TX 75207  
PHONE: 214-752-1234

DATE: 11/1/08  
1213

Pay to the order of: Demo Company \$ 200.00  
two hundred and 00/100 DOLLARS  
Demo Bank  
for: 4356009102530400353821 VOID  
MICHAEL HOLTEN 00045771289351 1213

| Seq No | Amount |
|--------|--------|
| 1      | 353.82 |

Total: 353.82

| Seq No | Amount |
|--------|--------|
| 2      | 200.00 |
| 3      | 177.91 |

Total: 377.91

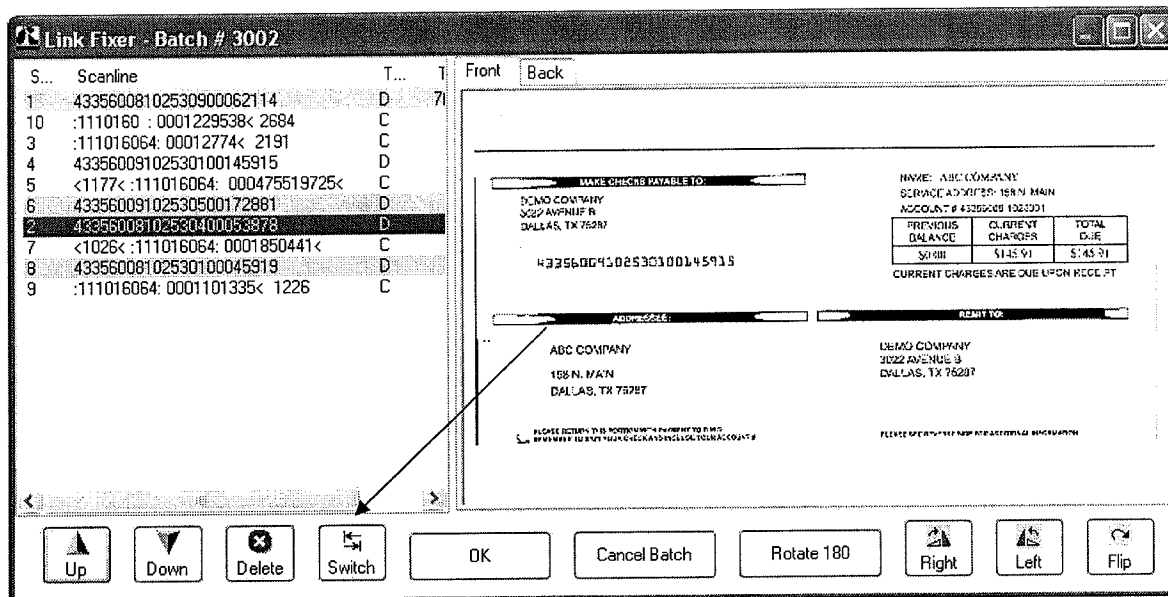
Batch: 4001    Enter    Off: 24.09    Reject    Close

Sample Balancing Screen

51. Ability to change coupons to checks and checks to coupons.  
Should an item get misinterpreted by the software (i.e. coupon read as check or check read as coupon) an exception screen called Link Fixer will give the operator the option to correctly identify an item, see example on next page.



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Link Fixer (Sample of a changed item type.)

52. Ability to rotate images.

See the picture above; all keying functions have the "Rotate 180" button.

53. Ability to read scan lines upside down.

Yes, see answer #7.

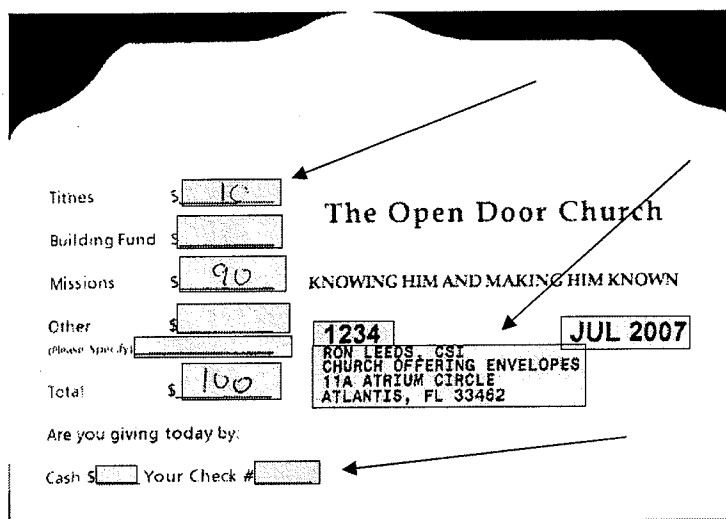
54. Ability to read checks upside down.

Yes, see answer #7.

55. Ability to read account number and amounts from coupon zones other than an OCR scan line or barcode.

RemitPlus Software comes standard with the ability to read both OCR and Barcodes on coupons. However, we offer a complementary third party Software product from Parascript called FormXtra® Standard Edition which allows the RemitPlus Software to also read non-standard coupon types. For example, machine printed information against a white background, check boxes and hand printed information in a static location. See sample coupon next page.

## ProfitStars Response to RFP 09-16 | August 4, 2009



The image shows a sample of a FormXtra Zone Possibilities form. The form is titled "The Open Door Church" and includes a header "KNOWING HIM AND MAKING HIM KNOWN". It features several input fields for donations: "Tithes" with a value of "10", "Building Fund" with a value of "90", "Missions" with a value of "90", and "Other" with a value of "100". A "Total" field shows "100". There are also fields for "Cash" and "Your Check #". A date field shows "JUL 2007". A box contains the text "1234 RON LEEDS, CSI CHURCH OFFERING ENVELOPES 11A ATRIUM CIRCLE ATLANTIS, FL 33462". Arrows point to various fields, indicating different zone possibilities.

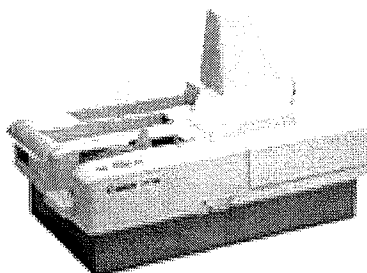
Example of FormXtra Zone Possibilities

56. Shall be able to interface with the City's revenue accounting system.

Yes, see answer #4.

57. Equipment shall provide the following minimum:

- Rated speed of 180 checks per minute
- Simplex, duplex, grayscale, black and white operating modules
- Resolution – 240x240 dpi, 200x200 dpi, 150x150 dpi, 100x100 dpi
- Automatic document feeder that holds up to 200 items with two (2) output pockets
- Automatic page size detection
- Document sizes: Width 4.7"x9.1" – Length 2.4"x4.6"



Yes, the Canon CR-180 meets those requirements. Also, if needed we support a variety of other scanners as well.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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### ***Part I – Business Organization, Experience, & Other Information (minimum requirements):***

(1) Provide resumes and information on the senior personnel who will be the City's contact and be dedicated to work with the City, including a description of their experience in providing these services and ability to build a successful relationship with the City's Staff. Detail what percentage of each individual's time would be spent working on the City's account. Also, indicate what other accounts this individual will have.

1. Fred Campos, National Remittance Sales Manager
  - 16 Years of Remittance Experience
  - Former owner of RemitPlus, purchased by AudioTel, purchased by ProfitStars-Jack Henry & Associates
  - Experience with More than 500 Remittance Installations
  - Worked with More than 75 Different Scanners in 10 Different Industries
  - Programmed the 1.0 Version of RemitPlus in 1996
  - Currently Vice-President of the Southwest Region TAWPI Chapter
  - Manages 7 Direct Sales Personnel & More than 15 Resellers
2. Janice Tuschong, RemitPlus Sales Executive
  - Sales Representative with over 15 years experience selling hardware and software solutions into a variety of industries.
  - Sales Representative of Cities; Telecommunication companies and Resellers.
  - Partner Relationship for Reseller of the RemitPlus Product Line
3. Jeremy Pettis, Lead RemitPlus Programmer
  - 15 Years Programmer Experience
  - Developed into more than 30 Remittance Scanners
  - Experience with More than 300 Remittance Installations
  - Developer and visionary of the Remittance Products
  - Manages a Team of Programmer for the RemitPlus Product Line
4. Rob Hudecek, RemitPlus Installation/Support Manager
  - 15 Years Installations & Support Experience
  - Manages and Schedules RemitPlus Installers
  - Manages a Team of RemitPlus Support Personnel

**Behind these individuals stands another dozen personnel assisting in the success of the RemitPlus product.**

## ProfitStars Response to RFP 09-16 | August 4, 2009

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- (2) Provide an organizational chart of the firm that includes all of the individuals who will be responsible for the City's account.

Bryan Lee  
RemitPlus Installation Coordinator  
[BryanLee@profitstars.com](mailto:BryanLee@profitstars.com)  
Phone (972) 239-4486 ext. 561127

Robert J. Hudecek  
RemitPlus Instalaltion Manager  
[rhudecek@profitstars.com](mailto:rhudecek@profitstars.com)  
Phone (972) 239-4486 ext. 561130

Installation & Support Team

Above are the primary technical personnel who are responsible for development and ongoing support of the RemitPlus product line. There are additional sales personnel who will assist you through the process as well.

- (3) Firm's recent history including examples of types of services for other City's, Counties or other government type entities.

For our history, see answer #4 below. Examples of other types of services we provide for Cities and Counties: Remote Deposit Capture Solutions, Distributed Capture Solutions, Kiosk Credit Card Processing, etc. For customer references see answer #5 on next page.

- (4) A detailed description of similar work performed by the firm and its associates during the past five years.

The ProfitStars Division of Jack Henry & Associates, Inc. is a leading provider of best-of-breed products and services that are designed to improve the financial and operating performance of organizations of all sizes.

We are supported by one of the most familiar and trusted names in financial services technology – **Jack Henry & Associates (Nasdaq: JKHYY)**, a leading provider of integrated computer systems and processing for banks and credit unions – with more than 8,700 customers nationwide. It's notable that while the ProfitStars technologies integrate seamlessly with core systems offered by Jack Henry, they are core platform-independent and have been integrated to solutions from many other providers. The ProfitStars solutions have been proven in

## ProfitStars Response to RFP 09-16 | August 4, 2009

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thousands of client applications, from the largest megabanks and brokerage companies to start-up community banks and credit unions.

From within the ProfitStars Division family is the AudioTel/RemitPlus business unit. This group works out of the Addison, Texas office with nearly 70 employees servicing merchant capture, small scale remittance and large lockboxes. With more than 500 installations in the last two years alone, we offer turnkey solutions to assist organization in processing their own work themselves and not paying the huge fees associated with outsourcing to a local bank lockbox. With an out-of-the-box solution, your work can be processed faster than you process today in house or via lockbox!

In our Addison office we have 4 programmers, 6 installers, and 5 support personnel dedicated to support your organization from 7:00a to 7:00p daily. Our RemitPlus Software runs on over a dozen different scanner family types ranging from the smallest RDM, Epson, Canon scanners to the largest room size NCR, Unisys & Opex remittance transports.

Today RemitPlus solutions are licensed and sold daily to Water Department, Assisted Living Facilities, Electric CoOp, Government Tax offices, Churches, Apartment Complexes, Property Management Companies and anyone processing more than 10 checks a day.

(5) Names, addresses, telephone numbers, and contact persons of **five** clients for whom the bidder has performed similar services during the past three years.

**1. City of Plano (4/30/2008)**

Attn: Eric Ellwanger, Office manager  
1520 Avenue K  
Plano, TX 75074  
972-941-5128  
[ericel@plano.gov](mailto:ericel@plano.gov)

**2. Palmdale Water District (03/2003)**

Attn: Dennis Hoffmeyer, IT Director  
2029 E. Avenue Q  
Palmdale, CA 93550  
661-947-4111  
[dhoffmeyer@palmdalewater.org](mailto:dhoffmeyer@palmdalewater.org)

**3. Washington Department of Health (01/2005)**

Attn: Steve Holmes, Remittance Implementer

## ProfitStars Response to RFP 09-16 | August 4, 2009

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101 Israel Road SW  
Tumwater, WA 98501  
360-236-4494  
[steve.holmes@doh.wa.gov](mailto:steve.holmes@doh.wa.gov)

**4. City of McKinney (03/2005)**

Attn: Rosie Flores, Remittance Supervisor  
222 N. Tennessee  
McKinney, TX 75069  
972-547-7500  
[rflores@mckinneytexas.org](mailto:rflores@mckinneytexas.org)

**5. City of Allen (06/2005)**

Attn: Kathy Chamberlain, Purchasing Director  
305 Century Parkway  
Allen, TX 75013  
214-509-4561  
[kchamberlain@cityofallen.org](mailto:kchamberlain@cityofallen.org)

- (6) Listing of any past or current litigation and law suits (including outcome of each listed) filed against the submitting firm.

Jack Henry & Associates, Inc. is a publicly traded corporation (NASDAQ: JKH), whose financial reports and statements are filed with the U.S. Securities and Exchange Commission and are available at the SEC Edgar website ([www.sec.gov](http://www.sec.gov)) or on the Jack Henry & Associates corporate website at [www.jackhenry.com](http://www.jackhenry.com) under the tabs For Investors/Investor Relations/Financial Information/SEC Reports. As a publicly traded company, Jack Henry & Associates, Inc. does not comment on litigation or other legal actions and matters involving the company beyond the disclosures regarding these matters which are provided in the Jack Henry & Associates, Inc. financial reports and statements filed with the SEC.

- (7) Description of the proposed method of doing work.

I have included a CD that will demonstrate the RemitPlus software solution along with the RemitPlus User Guide. I believe these two (2) items will clearly show how the RemitPlus Software operates.

## ProfitStars Response to RFP 09-16 | August 4, 2009

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### Additional Responses:

1. The following response is provided to Section 10 of the RFP Terms and Conditions:

#### **RemitPlus Software Licensing Terms and Conditions**

The RemitPlus Software product is licensed by Jack Henry & Associates to customers for internal use in their operations and is subject to the licensing terms and conditions set forth in the document entitled "ProfitStars Customer Agreement Order Form Attachment—Standard Terms and Conditions (Government Customers", a sample copy of which document is attached to this Response as Exhibit A. If Jack Henry & Associates is awarded a contract by the City as a result of this Response, this document will become a supplemental part of the contract to be executed between the City and Jack Henry & Associates. Jack Henry & Associates acknowledges that in the event there are any conflicts between the terms and conditions of this document and the terms and conditions of the RFP issued by the City, the terms and conditions of the RFP will control and govern the conflict. Jack Henry & Associates agrees to consider and negotiate in good faith reasonable changes to its standard contract terms and conditions requested by the City.

If the City elects to purchase or license any optional third party complementary software or services referenced in this Response for its use with the RemitPlus Software, the purchase or license of such third party software or services by the City may be subject to additional contract terms and conditions specifically applicable to the third party software or services being acquired.



**RemitPlus Prod**  
**Revised 08/04/2008**

**Date: 11/13/2009**

**City of Fayetteville**  
Attn: Rainy Laycox  
113 W Mountain Street  
Fayetteville, AR 72701

ship to

**City of Fayetteville**  
Attn: Rainy Laycox  
113 W Mountain Street  
Fayetteville, AR 72701

Prepared By:  
Janice Tuschong  
Regional Sales Manager  
1025 Central Expressway South  
Allen, TX 75013  
jtuschong@profitstars.com  
(972) 239-4486

| <b>Investment Summary</b>                                                                | <u>Total</u>       |
|------------------------------------------------------------------------------------------|--------------------|
| Total Software                                                                           | \$21,200.00        |
| Total Installation and Training                                                          | \$2,350.00         |
| Total Hardware                                                                           | \$0.00             |
| <b>Image Investment</b>                                                                  | <b>\$23,550.00</b> |
| <b>Annual Software Fees</b>                                                              | <b>\$3,668.00</b>  |
| <b>Total Investment</b>                                                                  | <b>\$27,218.00</b> |
| <b>Approved By:</b>                                                                      |                    |
| <b>Date:</b>                                                                             |                    |
| <i>Note: Please sign, date, and fax back to 972-239-4511 to begin the order process.</i> |                    |





**City of Fayetteville  
Schedule A - Detail Pricing**

| <b>RemitPlus Suite Licensed Software:</b>  | <u>Qty</u> | <u>Unit</u>                                 | <u>Total</u>       |
|--------------------------------------------|------------|---------------------------------------------|--------------------|
| RemitPlus - Gov Up to 500,000 items/yr.    | 1          | \$14,400.00                                 | \$14,400.00        |
| CAR/LAR - Character Recognition Module     | 1          | \$1,600.00                                  | \$1,600.00         |
| Form Xtra - Regular Up to 10,000 items/yr. | 0          | \$400.00                                    | \$0.00             |
| Multi-User Upgrade                         | 1          | \$1,600.00                                  | \$1,600.00         |
| Additional Jobs                            | 0          | \$2,500.00                                  | \$0.00             |
| Lock Box Executive Edition                 | 0          | \$10,000.00                                 | \$0.00             |
| Electronic Deposit                         | 1          | \$1,600.00                                  | \$1,600.00         |
| ScanForm .5                                | 1          | \$500.00                                    | \$500.00           |
| Convene Checks                             | 0          | \$1,800.00                                  | \$0.00             |
| Convene Forms                              | 0          | \$1.80 per 1000                             | \$0.00             |
| Interface to Document Management           | 1          | \$1,500.00                                  | \$1,500.00         |
| Other2                                     | 0          | \$0.00                                      | \$0.00             |
| <b>Total Software</b>                      |            | <b>Terms: Software billed after install</b> | <b>\$21,200.00</b> |

**Installation and Training**

|                                        |   |                                                 |                   |
|----------------------------------------|---|-------------------------------------------------|-------------------|
| RemitPlus Installation and Training    | 1 | \$2,350.00                                      | \$2,350.00        |
| Other Installation and Training        | 0 | \$0.00                                          | \$0.00            |
| <b>Total Installation and Training</b> |   | <b>Terms: Installation billed after install</b> | <b>\$2,350.00</b> |

*Note: Additional travel and lodging expenses billed to customer at actual cost added to the above*

|                                            |                    |
|--------------------------------------------|--------------------|
| <b>Complete RemitPlus Suite Investment</b> | <b>\$23,550.00</b> |
|--------------------------------------------|--------------------|

**Annual Software License and Maintenance Fees**

|                                                    |   |                                                          |                   |
|----------------------------------------------------|---|----------------------------------------------------------|-------------------|
| RemitPlus Annual Fee                               | 1 | \$2,412.00                                               | \$2,412.00        |
| CAR/LAR - Annual Fee                               | 1 | \$320.00                                                 | \$320.00          |
| Form Xtra - Annual Fee                             | 0 | \$200.00                                                 | \$0.00            |
| Multi-User Upgrade - Annual Fee                    | 1 | \$288.00                                                 | \$288.00          |
| Additional Jobs - Annual Fee                       | 0 | \$500.00                                                 | \$0.00            |
| Lock Box Executive Edition - Annual Fee            | 0 | \$2,000.00                                               | \$0.00            |
| Electronic Deposit - Annual Fee                    | 1 | \$288.00                                                 | \$288.00          |
| Convene Checks - Annual Fee                        | 0 | \$1,800.00                                               | \$0.00            |
| Convene Forms - Annual Fee                         | 0 | \$1.80 per 1000                                          | \$0.00            |
| ScanForm Interface to Desktop Scanner - Annual Fee | 1 | \$90.00                                                  | \$90.00           |
| Interface to Document management - Annual Fee      | 1 | \$270.00                                                 | \$270.00          |
| <b>Total Annual Software License Fees</b>          |   | <b>Terms: Annual Fee due after install, and annually</b> | <b>\$3,668.00</b> |

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Annual Software License Cost</b> | <b>\$3,668.00</b> |
|-------------------------------------|-------------------|



**City of Fayetteville  
Schedule A: Hardware Description Pricing**

| <b>Hardware</b>                                            | <b><u>Qty</u></b> | <b><u>Unit</u></b> | <b><u>Total</u></b> |
|------------------------------------------------------------|-------------------|--------------------|---------------------|
| Scanners                                                   | 0                 | \$0.00             | \$0.00              |
| Ink Cartridge                                              | 0                 | \$0.00             | \$0.00              |
| 36 Month Maintenance                                       | 0                 | \$0.00             | \$0.00              |
| \$0.00                                                     |                   |                    |                     |
| Check Jogger (Shear Tech)                                  | 0                 | \$299.00           | \$0.00              |
| Client Workstation/Sorter Controller Dell Optiplex 755 SFF | 0                 | \$1,505.00         | \$0.00              |
| Additional Scanners                                        |                   |                    |                     |
| Panini MyVision X60 (100 Doc Feeder)                       | 0                 | \$1,041.00         | \$0.00              |
| Ink Cartridge                                              | 0                 | \$25.00            | \$0.00              |
| First Year Maintenance                                     | 0                 | \$120.00           | \$0.00              |
| <b>Total Hardware:</b>                                     |                   |                    | <b>\$0.00</b>       |
| <b>Terms: Hardware due upon installation</b>               |                   |                    |                     |
| <b>Total Hardware Investment</b>                           |                   |                    | <b>\$0.00</b>       |

City of Fayetteville  
ATTN: Purchasing Division - Room 306  
113 West Mountain  
Fayetteville, AR 72701



| PRODUCT DESCRIPTION:                              | QUANTITY: | UNIT PRICE: | EXTENDED PRICE: | ANNUAL LICENSE FEE: |
|---------------------------------------------------|-----------|-------------|-----------------|---------------------|
| RemitPlus upto 500,000 items/year                 | 1         | \$14,400    | \$14,400        | \$2,412             |
| CAR/LAR - Character Recognition Module for Checks | 1         | \$1,600     | \$1,600         | \$320               |
| Multi-User Upgrade (in seats of 7)                | 1         | \$1,600     | \$1,600         | \$288               |
| Electronic Deposit Interface                      | 1         | \$1,600     | \$1,600         | \$288               |
| Interface to Document management                  | 1         | \$1,500     | \$1,500         | \$270               |
| ScanForm Interface to Desktop Scanner             | 1         | \$500       | \$500           | \$90                |
| SubTotal:                                         |           |             | \$21,200        | \$3,668             |
| Installation Fee**                                | 1         | \$2,350     | \$2,350         |                     |
| Estimated Travel Expense                          | 1         | \$2,000     | \$2,000         |                     |
| <b>TOTAL AMOUNT:</b>                              |           |             | <b>\$25,550</b> | <b>\$3,668</b>      |

**ELECTRONIC DEPOSIT through ProfitStars EPS Div:**

ACH - ARC Items @ \$0.06 per item

Check 21 Items @ \$0.10 per item

Returned Items @ \$1.00 per item

Additional Depository Accounts ( if applicable) @ \$5.00 per month

*This reduced EPS pricing is being offered to City of Fayetteville based on existing ProfitStars EPS Relationship.*

**Andrea Foren - RE: revised price document**

---

**From:** Janice Tuschong <JTuschong@profitstars.com>  
**To:** Andrea Foren <aforen@ci.fayetteville.ar.us>  
**Date:** 11/18/2009 9:34 AM  
**Subject:** RE: revised price document  
**CC:** Rainy Laycox <rlaycox@ci.fayetteville.ar.us>, Scott Huddleston  
<shuddleston@ci.fayetteville.ar.us>

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Andrea,

Good morning, I hope that you are well.

I just read your message as my computer crashed Monday and have just received a temporary replacement until I receive my PC back from tech support.

As for the \$2,000 – this will cover up to (3) days on site and expenses will not exceed this amount. Days beyond the 3<sup>rd</sup> day would have an additional cost of \$750 per day.

Let me know if you have any other questions or if I can be of any further assistance.

Again, I am sorry for the delay in responding.

Kind Regards

Janice Tuschong

ProfitStars

1-800-250-4486 ext 561180

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**From:** Andrea Foren [mailto:aforen@ci.fayetteville.ar.us]  
**Sent:** Tuesday, November 17, 2009 3:49 PM  
**To:** Janice Tuschong  
**Cc:** Andrea Foren; Rainy Laycox; Scott Huddleston  
**Subject:** revised price document

Janice,

Have you had a chance to look at the pricing and send an updated sheet with the \$2000 as a not to exceed amount?

Thanks,  
Andrea

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*Andrea Foren, CPPB*  
*City of Fayetteville, Purchasing Agent*  
*113 W. Mountain*  
*Fayetteville, AR 72701*  
*Phone: (479) 575-8220*  
*TDD (Telecommunications*  
*Device for the Deaf): (479) 521-1316*  
*[aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)*  
*[www.accessfayetteville.org](http://www.accessfayetteville.org)*

 Please consider the environment before printing my e-mail.

NOTICE: This electronic mail message and any files transmitted with it are intended exclusively for the individual or entity to which it is addressed. The message, together with any attachment, may contain confidential and/or privileged information. Any unauthorized review, use, printing, saving, copying, disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply email and delete all copies.



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## RFP (REQUEST FOR PROPOSAL)

**REQUEST FOR PROPOSAL: RFP 09-16, Electronic Check Processing Services**

**DEADLINE: Friday, August 14, 2009 at 2:00 PM, Central Standard Time**

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

**PURCHASING AGENT: Andrea Foren, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us), 479.575.8220**

**DATE OF ISSUE AND ADVERTISEMENT: Friday, July 24, 2009**

### **REQUEST FOR PROPOSAL RFP 09-16, Electronic Check Processing Services**

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 09-16, Electronic Check Processing Services" with the name and address of the Proposer.

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

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

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
Advertisement – 07/24/2009

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The City of Fayetteville, Arkansas, invites qualified firms to submit proposals to the City for electronic check processing services.

To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Friday, August 14, 2009 at 2:00 PM**, Central Standard Time. No late proposals shall be accepted.

Proposal forms must be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the RFP process should be directed to Andrea Foren at [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) or (479)575-8220.

Proposers shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Ark. Code Annotated 22-9-203, the City of Fayetteville encourages all qualified small, minority and women business enterprises to propose and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all prospective Proposers to subcontract portions of their contract to qualified small, minority, and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPB

Title: Purchasing Agent

Ad date: 07/24/2009

City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
Scope of Services and General Information

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**1.0 Goals**

The City of Fayetteville, Arkansas, hereinafter referred to as "City", seeks proposals in response to this Request for Proposal from experienced and qualified firms to assist the City in implementing electronic check processing, including but not limited to service, equipment, and technical support.

**2.0 Scope of Work & Equipment**

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected consultant shall provide, as a minimum, services, equipment, and personnel necessary to perform the following:

1. Provide 2 current license as well as administration access to information
2. Index and allow for customized searchable fields as needed
3. Ability to create a file allowing funds to be deposited electronically to ANY bank supporting either X9.37 or ACH NACHA or hybrid of both through least cost routing
4. Create a file to interface with existing data base for posting payments and be capable with other should the city decide to change without cost
5. System shall be easily scalable to accommodate increased volume
6. Shall interface with and allow for multiple scanner styles to be used for various volume processing needs, not limited too but including flatbed TWAIN driven scanner and Kofax driven scanners
7. Ability to run items regardless of orientation (software should recognize items even if run upside-down)
8. Support many batch types, and rules sets for exceptions based on batch types
9. Support the reading of OCR, barcodes, machine printed information, check boxes and hand printed information on any remittance or coupon types
10. Support template recognition such that different coupon styles could be run together
11. Print audit trail information on the checks and coupons
12. Provide Batch, Deposit, Summary, and Reject Reports
13. Provide account and payment information for FTP upload to billing system
14. Provide image capture and retrieval of checks and payment coupons – front and back images

15. Ability of the equipment and software to meet City's general and specific integration requirements
16. Software packages available now and enhancements planned
17. Vendor's ability to support both the hardware and software
18. Level, quality and type of client training and technical assistance provided
19. Upward compatibility for future growth
20. 100% compatible with Windows NT, 2000, XP, Microsoft **Vista** Operating System, or current Microsoft operating system
21. Software must be compatible with City's networking environment
22. Software must be able to print documents direct to PC networked printers
23. SQL Database compatible
24. Software must be currently supported with no plans for phase out
25. Software adheres to widely accepted industry standards
26. Software is easy to use and has a Graphical User Interface (GUI)
27. Adequate security features, including the ability to set access controls at multiple levels (including user ids and passwords that restrict access to certain functions and jobs)
28. Customer support, with a **toll-free** support line, and available email and remote diagnostics during normal business hours
29. Read, reconcile, & verify audit trail utility coupons
30. Upload data from coupons and checks into **any** Utility Billing system
31. Support Multiple OCR Fonts and Bar Codes
32. Must display image for data entry and allow zooming to amount field
33. Process the following types of transactions, either in separate batches or mixed within a batch:
  - a. Single coupon/single check
  - b. Multiple checks/single coupon
  - c. Multiple coupon/single check
  - d. Multiple coupons/multiple checks
  - e. Exceptions
  - f. Check only processing
  - g. Coupon only processing
34. Key amount or full amount processing
35. CAR/LAR (Courtesy Amount Recognition/Legal Amount Recognition) to read check amounts



36. Read multiple amounts (Amount Due, Total Due, Late Amount Due, Amount Due with Donation, etc.)
37. Automatic rejection of exception transactions
38. Substitute coupon processing
39. Automatic check endorsement
40. Generate Daily Activity Detail Report
41. Generate Daily Activity Summary Report
42. Generate Daily Deposit Reports
43. Generate Rejection Reports
44. Ability to archive reports
45. Online Retrieval of Images, both front and back of coupons and checks
46. Retrieval and database indexing of stored images is required
47. Optional image Archiving and Retrieval for long-term storage and permanent archive to a CD-ROM or DVD
48. Ability to enlarge areas of interest by zooming with a simple mouse click
49. Ability to print front and back of Check/Coupons Images
50. Multiple balancing functioning displaying both coupons and checks on the same screen
51. Ability to change coupons to checks and checks to coupons
52. Ability to rotate images
53. Ability to read scan lines upside down
54. Ability to read checks upside down
55. Ability to read account number and amounts from coupon zones other than an OCR scan line or barcode
56. Shall be able to interface with the City's revenue accounting system
57. Equipment shall provide the following minimum:
  - a. Rated speed of 180 checks per minute
  - b. Simplex, duplex, grayscale, black and white operating modules
  - c. Resolution – 240x240 dpi, 200x200 dpi, 150x150 dpi, 100x100 dpi
  - d. Automatic document feeder that holds up to 200 items with two (2) output pockets
  - e. Automatic page size detection
  - f. Document sizes: Width 4.7"x9.1" – Length 2.4"x4.6"

### **3.0 Term of Contract**

The contract may be terminated by either party by giving the other party written notice of such intent not less than thirty (30) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

### **4.0 General Conditions**

#### **4.1 Legal Compliance**

Each Proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction. The terms and provisions of this request for proposal and any resulting contract shall be construed in accordance with the laws of the State of Arkansas, and any and all litigation or actions commenced in connection with this RFP or contracts resulting for this RFP shall be instituted in the appropriate courts in the State of Arkansas.

#### **4.2 Proposer's Insurance**

The consultant must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, and Automobile Liability. Evidence of such coverage is not required to be submitted as part of proposal and will be requested after a valid contract is in place.

#### **4.3 Approval of Agent**

The City reserves the right to require the successful consultant to replace the assigned agent with another agent of the same company if, in the opinion of the City, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.

#### **4.4 Indemnification**

The consultant, in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the consultant's acts or omissions to third parties, and the consultant shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the consultant's breach of the terms or provisions of contract, or by any negligent act or omission of the consultant, its officers, agents, employees, or invitees, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both the consultant and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law.

This paragraph is solely for the benefit of the consultant and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### **4.5 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.

### **5.0 Proposal Format**

#### **5.1 Executive Summary**

Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.

#### **5.2 Structure of Proposal**

The proposal itself shall be organized in the following format and informational sequence:

#### ***Part I – Business Organization, Experience, & Other Information (minimum requirements):***

- (1) Provide resumes and information on the senior personnel who will be the City's contact and be dedicated to work with the City, including a description of their experience in providing these services and ability to build a successful relationship with the City's Staff. Detail what percentage of each individual's time would be spent working on the City's account. Also, indicate what other accounts this individual will have.
- (2) Provide an organizational chart of the firm that includes all of the individuals who will be responsible for the City's account.
- (3) Firm's recent history including examples of types of services for other City's, Counties or other government type entities.
- (4) A detailed description of similar work performed by the firm and its associates during the past five years.
- (5) Names, addresses, telephone numbers, and contact persons of **five** clients for whom the bidder has performed similar services during the past three years.
- (6) Listing of any past or current litigation and law suits (including outcome of each listed) filed against the submitting firm.
- (7) Description of the proposed method of doing work

#### ***Part II - Authorized Negotiator:***

The proposal shall provide the name, title, address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters. This should be submitted on the form provided for contact information. (See: Authorized Negotiator Information Form)

### ***Part III - Cost Proposal:***

The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The Proposer's plan of compensation for all equipment and services preferably should be quoted in aggregate as a flat annual fee as full remuneration for performing all services. If there are expenses which are considered reimbursable and are not included in the fixed fee, such expenses shall be fully identified and quantified.

Cost proposal shall include an itemized detail of total cost which considers both initial acquisition and ongoing operating costs.

## **6.0 Competitive Selection**

Evaluation factors outlined in paragraph 7.0 shall be applied to all eligible, responsive firms in comparing proposals and selecting the successful consultant. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

## **7.0 Proposal Evaluation Factors**

The evaluation criteria will have the following relative weighting given each item:

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.
- 3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway. This evaluation factor includes equipment submitted as part of this proposal.
- 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional

firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.

5) 15% **Price**

City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
Terms & Conditions

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- 1.) All Proposers shall be in compliance with all Federal, State, and Local requirements and regulations.
- 2.) No payments or bids may be based on time and material costs.
- 3.) Awarded vendor shall submit invoices regularly. Payment terms shall be net 30 from date of invoice
- 4.) All contract amendments and modifications shall be made in writing and properly approved by the City of Fayetteville Mayor and City Council.
- 5.) Proposals shall be received at the address listed below and are due Friday, August 14, 2009 at 2:00 PM, CST.

City of Fayetteville  
Attention: Andrea Foren – Room 306  
113 W. Mountain  
Fayetteville, AR 72701

- 6.) It is the responsibility of the Proposer to have its sealed proposal at the Purchasing Office **prior to the date and time of opening**. No late proposals will be accepted. Proposals received after the scheduled proposal deadline will remain unopened and will not be considered.
- 7.) The City of Fayetteville reserves the right to reject any or all proposals, waive formalities and make the award based on the best interest of the City.
- 8.) It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- 9.) 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](mailto: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.
- 10.) Any conditions or expectation on the part of the Proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
- 11.) At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit an "Authorized Negotiator Form".**
- 12.) The City will not be responsible for misdirected proposals. Proposer should call the Purchasing Office at (479) 575-8220 to insure receipt of their proposal documents prior to opening time and date listed above.

- 13.) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- 14.) The RFP and any addenda issued may be obtained from [www.accessfayetteville.org](http://www.accessfayetteville.org) and clicking "Bids, RFP's and RFQ's" then tab titled "RFP's". Proposers are at liberty and are encouraged to expand upon the details, qualifications and proposals to give additional evidence of their ability to perform and provide a system as described in this RFP. All updates and changes to the RFP will be posted on the website and Proposers are encouraged to check daily for new information or updates. Each Proposer is required before submitting a proposal to be thoroughly familiar with the requirements and specifications listed in this RFP. Additional allowances will not be made due to Proposers lack of knowledge relating to the terms, conditions and specifications contained within this RFP. It is the responsibility of the Proposer to determine if any component(s) of this specification do not meet the required standards of applicable federal, local, state law or specifications.
- 15.) The proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- 16.) **\*\*\*The Proposer is required to submit one (1) original and six (6) copies of the proposal. In addition, one (1) electronic copy of all submitted documents shall be submitted on a properly labeled CD. The use of Adobe (PDF) is highly recommended but not mandatory. All electronic copies shall be compatible with Adobe and Microsoft Windows applications.**
- 17.) It is intended that the all documents pertaining to this request for proposal shall define and describe the complete services to which they relate.
- 18.) The Proposer is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services required. Failure to examine these areas will not relieve the successful Proposer of his obligation to furnish all deliverables and services necessary to carry out the provisions of the contract.
- 19.) The City of Fayetteville will consider the degree to which each Proposer has submitted a complete proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.
- 20.) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- 21.) The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- 22.) The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though

written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.



City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
**Authorized Negotiator Information – *TO BE SUBMITTED WITH ALL PROPOSALS***

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

**PART I: Primary Contact Information:**

Name of Firm: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

Title of Primary Contact: \_\_\_\_\_

Phone#1 (cell preferred): \_\_\_\_\_ Phone#2: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**PART 2: Contact for Legally Binding Contracts:**

Is the primary contact (listed in Part I) able to legally bind contracts?    YES    NO    (circle one)

If no, please list contact that can legally bind a contract for the firm: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone#1 (cell preferred): \_\_\_\_\_ Phone#2: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

City of Fayetteville  
RFP 09-16, Electronic Check Processing Services  
Statement of No Bid – If Applicable

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

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

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

\*NAME OF FIRM: \_\_\_\_\_

\*BUSINESS ADDRESS: \_\_\_\_\_

\*CITY: \_\_\_\_\_ \*STATE: \_\_\_\_\_ \*ZIP: \_\_\_\_\_

\*PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\*E-MAIL ADDRESS: \_\_\_\_\_

\*BY : ( PRINTED NAME) \_\_\_\_\_

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: \_\_\_\_\_ \*DATE: \_\_\_\_\_

\*PLEASE LIST OTHER COMMENTS BELOW:

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

**ProfitStars Customer Agreement Order Form Attachment**  
**Standard Terms and Conditions**  
**(Government Customers)**

**1. DEFINITIONS**

- 1.1 "Customer" means the government customer identified in the Customer Agreement.
- 1.2 "Customer Agreement" means the procurement agreement or purchase order document issued by Customer to JHA for the acquisition of Software Licenses, Services, Maintenance, Hardware and Professional Services from JHA, including any written modification or addenda to the Customer Agreement which references the Customer Agreement and is executed by both parties.
- 1.3 "Documentation" means all installation, operating instruction and end user manuals, in hard copy or electronic form, provided by JHA with the Software programs to support the use and operation of the Software programs.
- 1.4 "Enhancements" mean new Software program or Services features or functions provided by JHA to Customer and other JHA customers as part of Maintenance which are not licensed or sold by JHA separately for an additional Software license or Services subscription fee payable by its customers generally. Once installed by Customer, Enhancements become an integrated part of the Software or Services, as applicable.
- 1.5 "Error" means any material defect or malfunction of a Software product or Services that causes the Software or Services not to operate in accordance with the Documentation.
- 1.6 "Hardware" means any third party computers, scanners, peripherals or other equipment offered by JHA to Customer and any third party operating system, database, firmware and other software programs that may be installed on the Hardware and used to operate the Hardware.
- 1.7 "JHA" means Jack Henry & Associates, Inc. and/or its subsidiary or affiliated companies who have executed the Customer Agreement and provide the Solution, Maintenance and Professional Services to Customer under the Customer Agreement.
- 1.8 "Maintenance" means the standard Software or Services maintenance support deliverables provided by JHA to Customer as further specified in these Standard Terms and Conditions or the Customer Agreement.
- 1.9 "Professional Services" means any installation, conversion, customization, consulting, training or other services performed by JHA to assist in Customer's implementation of the Solution.
- 1.10 "Services" means any solution-based service offering other than Professional Services which is identified in the Customer Agreement and is owned by JHA.
- 1.11 "Software" means the JHA software programs identified in the Customer Agreement; Documentation accompanying the software programs; and all Enhancements, Updates, Upgrades, customizations, modifications of the software programs and Documentation.
- 1.12 "Solution" means any combination of Software, Third Party Software, Services, Third Party Services and Hardware which are provided by JHA to Customer under the Customer Agreement.
- 1.13 "Third Party Services" shall mean any service offering which is identified as a Third Party Services offering in the Customer Agreement and is owned by a party other than JHA.
- 1.14 "Third Party Software" means any software program and accompanying documentation that is identified as a Third Party Software product in the Customer Agreement and is owned and licensed by a party other than JHA.
- 1.15 "Updates" means periodic program fixes, patches and releases issued by JHA to correct Errors reported in the Software programs or Services as part of standard Maintenance. Once installed by Customer, Updates become an integrated part of the Software or Services, as applicable.
- 1.16 "Upgrades" means new versions of the Software or Services issued by JHA which include major new features and functionality for which JHA requires the payment of a separate Software license or Services subscription fee from its customers generally.

**2. SCOPE OF AGREEMENT**

- 2.1 These Standard Terms and Conditions pertain to Software licenses, Services and Hardware acquired by Customer from JHA and associated Maintenance and Professional Services that may be acquired by Customer from JHA with respect to installation and implementation of the Software, Services and Hardware. Each Software license, Services and Hardware acquisition transaction will be identified in the Customer Agreement with which these Standard Terms and Conditions are incorporated. When attached to and referenced in the Customer Agreement, these Standard Terms and Conditions shall be incorporated as part of the Customer Agreement as if fully set forth therein.
- 2.2 With respect to Third Party Software licensed or Third Party Services acquired by Customer from JHA, the third party owner's software license agreement

or services agreement accompanying the Third Party Software or Third Party Services will govern Customer's use. For a particular Software or Services offering, a supplemental exhibit or addendum document may be included with the Customer Agreement or these Standard Terms and Conditions that provides supplemental terms and conditions applicable specifically to that Third Party Software or Third Party Services offering.

**3. FEES**

- 3.1 Customer shall pay to JHA the fees and expenses identified in the Customer Agreement for the Solution, Maintenance and Professional Services delivered by JHA to Customer which conform to the Customer Agreement.
- 3.2 Customer shall promptly reimburse JHA for all actual, reasonable out-of-pocket expenses incurred by JHA's personnel traveling to and from Customer's site to perform Professional Services. If the Customer Agreement indicates a not-to-exceed amount for these reimbursable expenses, JHA will limit its billing of its reimbursable expenses to the agreed limit. JHA will incur these expenses in accordance with JHA's corporate travel policies and procedures and will invoice these expenses to Customer on a monthly basis as incurred. With its invoices, JHA will provide documentation of all reimbursable travel expenses charged to Customer.
- 3.3 The parties recognize that Customer is a government entity and as a result JHA will not invoice Customer for sales or use taxes pertaining to the transactions identified in the Customer Agreement on the basis of Customer's status as a tax-exempt entity. If however Customer is not exempt from the obligation to pay such taxes for the items or services provided by JHA to Customer under the Customer Agreement, JHA will invoice Customer and Customer shall be solely responsible to pay all such taxes imposed by another government entity on the transactions completed under the Customer Agreement, except for taxes based on JHA's revenue or income.

**4. GRANT OF LICENSES AND USAGE RIGHTS TO SOFTWARE AND SERVICES**

- 4.1 Software Licenses and Usage Rights. In consideration of Customer's payment of the Software license fees identified in the Customer Agreement, JHA grants to Customer a non-transferable (except as authorized herein) and non-exclusive license or usage right to install the Software internally and access and use the Software solely for its internal operations, in accordance with the scope, configuration and quantity of the Software licenses identified in the Customer Agreement and pursuant to these Standard Terms and Conditions. For Software designated as server-based Software, Customer shall be entitled to install, access and use the Software programs on a single server computer located at Customer's site listed in the Customer Agreement. Customer may transfer the installation of the Software programs to another server at Customer's site by giving JHA prior written notice and the full installation details of the new Customer site of the installation. For Software designated as being workstation-based Software, Customer may install the Software programs on the number of Customer-owned client workstations and access the Software programs up to the maximum limit of the authorized users shown in the Customer Agreement for the workstation licenses purchased by Customer. If the Software license has an annual license term, the annual Software license fee includes standard Maintenance provided by JHA for the Software products.
- 4.2 U.S. Government Rights. If Customer is a U.S. government entity, the Software products and/or Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software—Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable.
- 4.3 Software License and Usage Right Term Period:
- (a) License and Usage Right Term Options. As shown in JHA's quotation of Software licensing or usage rights options to Customer, JHA may offer the Software products for Customer's use for the duration of any of the following license or usage right term periods:
- (1) Twenty five (25) year license term, which requires the payment of a one-time license fee to JHA for Customer's use of the Software over this period. Annual Software Maintenance fees are charged separately from this one-time license fee.
- (2) Twelve (12) month license term ("Annual Term"), which is renewable for successive twelve month periods and requires the payment of an annual license fee to JHA for Customer's use of the Software over this period. Annual Software Maintenance fees are included as part of the Annual Term license fees paid by Customer.
- (3) Monthly Usage right term ("Monthly Usage Term"), which is renewable on a calendar monthly basis and requires the payment of a monthly usage fee to JHA for Customer's use of the Software over this period. Software Maintenance fees are included as part of the Monthly Usage Term fees paid by Customer.

The type and duration of Software licenses acquired by Customer will be specified in the Customer Agreement. JHA reserves the right to not offer any of the foregoing

Software license term options for specific Software products. If no Software license term is specified in the Customer Agreement, then the license term period for the Software shall be deemed to be for an Annual Term.

(b) License Term Commencement: For all Software licensed under the Customer Agreement, the term of the Software license granted to Customer shall be for the period specified in the Customer Agreement, commencing on the following date as applicable (the "Commencement Date"):

(1) If Customer has contracted with JHA to install the Software at Customer's location, then the effective date of the license shall be the date that the Software has been installed and tested by JHA and is first made available to Customer for use in its production environment.

(2) If Customer has not contracted with JHA to install the Software at Customer's location, then the effective date of this initial license of the Software shall be the date of JHA's delivery of the Software to Customer.

(3) If Customer has contracted with JHA to install and use the Software as part of processing services or a hosted service to be provided by JHA to Customer via a remote Customer connection to JHA's data center or hosted service center used by JHA to provide the Software to Customer, then the effective date of the license or usage right shall be the date that the Software has been installed and tested by JHA and is first made available to Customer for use in its production environment.

(c) Annual Term Licenses.

(1) For Annual Term Software licenses, after completion of the initial Annual Term of the Software license, the Software license may be renewed by Customer for additional Annual Terms as follows:

(A) JHA will provide Customer with a quotation or invoice of the Annual Term license fees due for the next following Annual Term license period for the Software then licensed by Customer. JHA shall provide this written quotation or invoice to Customer no later than sixty (60) days prior to the Annual Term license renewal anniversary date. The Annual Term Software license fee will not be increased by JHA by more than ten percent (10%) over the preceding Annual Term Software license fee for the same scope and configuration of the Software licenses, except as provided in Section 4.5 below. If JHA does not notify Customer of an increase in the Annual Term license fees, then the renewal Annual Term license fees shall be the same as the Annual Term license fees paid by Customer for the Annual Term period immediately preceding the renewal Annual Term period.

(B) Customer may contract for the Annual Term license renewal by (i) issuing a purchase order to JHA prior to the next renewal Annual Term anniversary date for the Software license, which indicates an Annual Term license renewal for the Software products, or (ii) paying the invoice received from JHA for the renewal Annual Term license no later than the renewal anniversary date.

(2) Withdrawal of Annual Term Licenses: After completion of the first full initial Annual Term license period, JHA reserves the right to withdraw the availability of the Annual Term licenses of any or all of the Software products licensed by Customer, by giving Customer written notice of non-renewal of the Annual Term licenses at least one hundred eighty (180) days prior to the next renewal anniversary date.

(3) Prorated Initial Annual Renewal Term: After completion of the first Annual Term, JHA reserves the right to prorate the Annual Term so that it will expire on the next following July 1 and each Annual Term will commence on July 1 thereafter. In this instance, JHA will issue a partial year invoice to Customer covering this prorated Annual Term period, and issue regular full Annual Term invoices to Customer thereafter.

(d) Monthly Usage Term: For Monthly Usage Term transactions, the Monthly Usage Term will automatically renew on a calendar monthly basis, until such time that either Customer or JHA shall terminate the Monthly Usage term by giving at least ninety (90) days prior written notice of termination. Each monthly fee will be due and payable by Customer in advance no later than the first day of each calendar month during the term of the Monthly Usage Term.

4.4 Services Subscription Term: For Services acquired under the Customer Agreement, the subscription term of the Services granted to Customer shall be for the period specified in the Customer Agreement, commencing on the date that the Services have been installed and tested by JHA and are first made available to Customer for use in its production environment (the "Commencement Date"). If no Services subscription term is specified in the Customer Agreement and the Services are being acquired by Customer for use with Software licensed under the Customer Agreement, then the initial subscription term for the Services shall be for a period of one (1) year and automatically renewed for additional terms of one (1) year each unless terminated by either party giving the other party at least ninety (90) days written notice of termination prior to the annual renewal anniversary date.

4.5 Additional Software or Services fees will be due and payable by Customer to JHA for using the Software or Services to process the data or requirements of entities other than Customer; for an increase in the scope, configuration or quantity of its existing Software licenses or Services; or for licensing or acquiring additional Software products or Services. The Software and Services are licensed and provided for use in Customer's production environment. If Customer wishes to utilize the Software or Services in its nonproduction environments, such as development, testing, or disaster recovery, additional Software license or usage rights fees or Services fees may be charged by JHA for such use.

4.6 Except as authorized by law or in these Standard Terms and Conditions, the Software licenses or Services acquired by Customer may not be assigned, sublicensed, or otherwise transferred or copied in any manner by Customer to any other entity without the prior written consent of JHA. The Software or Services may not be used by Customer in a timesharing, rental, ASP/hosted or service bureau environment to provide access to the Software or Services to a third party, without the prior written consent of JHA. Customer shall be authorized to make a reasonable number of copies of the Software for its archival or back-up purposes only. Customer may print a reasonable number of hard copies of the online Documentation for the sole reference and use by individual users of the Software within Customer's organization. All authorized copies of the Software programs or Documentation made by Customer shall include all of the proprietary notices and legends included by JHA or its licensors on the original Software programs and Documentation.

4.7 Customer shall not disassemble, reverse engineer, decompile or perform any other action to determine the source code of the Solution except to the extent such action is authorized by applicable law, nor shall Customer create any derivative works from the Solution. Customer shall not remove or alter proprietary notices or legends placed by JHA or its licensors on any of the Solution or on other materials associated with the Solution.

4.8 If Customer wishes to provide access to any features or functions performed by the Software or Services to any third party provider in order to establish interoperability between JHA's Software or Services and the third party's products or services, Customer will first require the third party provider to sign JHA's standard confidentiality agreement provided by JHA for this purpose, authorizing the third party provider's use of and access to the Software or Services.

4.9 Customer covenants and warrants to JHA that all third parties granted access to or use of the Software or Services by Customer shall abide by and be bound to comply with the provisions of the Customer Agreement and these Standard Terms and Conditions as though they were the Customer. Customer accepts full responsibility and liability to JHA for any breach of the Customer Agreement or these Standard Terms and Conditions committed by the third party who is granted access to the Software by Customer. A breach of the Customer Agreement or these Standard Terms and Conditions committed by a third party granted access to the Software by Customer shall be deemed to be a breach committed by Customer. JHA and its licensors shall be deemed to be intended third party beneficiaries of any written agreement between Customer and a third party to whom Customer has granted access to the Software or Services, to enable JHA and its licensors at their election to enforce the terms of the Customer Agreement or these Standard Terms and Conditions and protect their rights to the Software and Services directly against the third party.

4.10 For any Third Party Software or Third Party Services identified in the Customer Agreement, the licenses and rights granted to Customer for use of the Third Party Software or Third Party Services will be specified in and governed by one of the following:

(a) Supplemental terms and conditions appended to the Customer Agreement or these Standard Terms and Conditions which apply solely to the Third Party Software or Third Party Services involved; or

(b) a separate software license agreement or services agreement provided by the owner of the Third Party Software or Third Party Services which the owner requires to be signed or acknowledged by Customer prior to being granted access to the Third Party Software or Third Party Services.

JHA makes no separate grant of licenses or rights or extends any product or services warranties, indemnities and liabilities for Third Party Software or Third Party Services to Customer. Any warranties or indemnities provided by the owner of the Third Party Software or Third Party Services in its standard software end-user license agreement or services agreement shall exclusively apply to the product or services. To the extent authorized by the owner of the Third Party Software or Third Party Services, JHA shall pass through to Customer for Customer's benefit all end-user software warranties and indemnities that the owner of the Third Party Software or Third Party Services provides directly to JHA.

4.11 Not more than once each calendar year during the term of the Customer Agreement, JHA or its audit representatives may at JHA's expense conduct an audit at Customer's site upon at least fifteen (15) days prior written notice to verify that Customer's use of the Solution conforms to the terms of the Customer Agreement and these Standard Terms and Conditions. If an audit uncovers wrongful use or copying of the Solution by Customer, Customer shall pay to JHA the then-current fees due for the additional copying and usage of the Software or Services. Further, if the additional fees associated with Customer's wrongful copying or usage of the Solution exceeds 120% of the fees paid by Customer for its licensed Solution installation, Customer shall reimburse JHA for its reasonable costs of performing the audit.

## 5. HARDWARE ACQUISITION TERMS

5.1 All Hardware sold by JHA to Customer under the Customer Agreement is manufactured by third parties. Upon mutual execution of the Customer Agreement, JHA will place an order for the Hardware with the third party manufacturer of the Hardware or its distributor or dealer for delivery of the Hardware to Customer. The Hardware will conform to the then-current published written technical specifications of the Hardware provided by JHA to Customer immediately prior to execution of the Customer Agreement. In the event that Customer requests a change in the order specifications or Hardware configuration details after JHA's placement of the order with the third party Hardware provider, Customer shall reimburse JHA for any rework charges levied by the third party Hardware provider. Customer acknowledges that a Hardware manufacturer may reserve the right to include new and used parts in its

Hardware, and that a Hardware manufacturer or provider may provide Hardware that has been previously installed, but for which a full warranty is provided by the Hardware manufacturer or provider for the Hardware.

5.2 The Hardware will be delivered to Customer at the Customer location specified in the Customer Agreement, unless a different location has been agreed in writing between Customer and JHA. Unless otherwise indicated in the Customer Agreement, Customer will be responsible for performing the installation of the Hardware at Customer's location. If Customer has contracted with JHA to perform the installation, Customer will provide a suitable location, environment and equipment for the installation and will assist in unpacking, moving and locating the Hardware, as requested by the installer. Customer will pay JHA or the installer (as the case may be) its then current installation services fees and reimbursable reasonable out-of-pocket travel expenses.

5.3 Customer will be solely responsible for providing all components in its information technology environment necessary to install and operate the Hardware in accordance with its published technical specifications, including but not limited to WAN/LAN network connectivity and management, switches, Ethernet drops, patch cables, UPS and Surge Protection, Rack Units, Rack mounting, Virus and Firewall protection. Products and/or services associated with fulfillment of these responsibilities may be purchased separately from JHA. Microsoft may require Customer to acquire a Service Provider License Agreement for any Microsoft licensed products to be used for Commercial Hosting.

5.4 Customer accepts sole responsibility for (a) its selection and use of the Hardware and programming to be operated with the Hardware to achieve Customer's intended results and the results obtained therefrom; and (b) the selection and use of, and results obtained from, any other equipment, programs, or services used by Customer with the Machines and programming.

5.5 The prices shown in the Customer Agreement for Hardware are F.O.B. shipping point and do not include any transportation, packing, crating, rigging, storage, warehousing, unloading, or shipment insurance charges, if any, which will be payable separately by Customer. Upon delivery of the Hardware to Customer, JHA will invoice Customer for the Hardware and related transportation and shipment insurance charges, which will be due and payable within thirty (30) days following Customer's receipt of the correct and valid invoice.

5.6 The title and ownership of all Hardware transfers to Customer when delivered by the Hardware provider to the transportation carrier; however, to the extent permitted by applicable law, JHA reserves a purchase money security interest in all Hardware delivered to Customer until the Hardware fees identified in Section 5.5 above are paid in full by Customer. If Customer fails to pay all Hardware fees in full when due, JHA shall have the right to take possession of the Hardware and remove it from Customer's location, at which event the title to the Hardware will automatically be transferred to JHA.

5.7 JHA will advise the Hardware manufacturer or provider of Customer's requested shipping dates, but Customer will accept and abide by any manufacturing or shipping date or sequence of Hardware units to be delivered as established or amended by the Hardware manufacturer or provider. If the scheduled delivery date is extended on request of, or by the action of Customer, then Customer will pay any additional fee or charge assessed by the Hardware manufacturer or provider for such delay as incurred by JHA, together with any warehouse charges and other related expense, if any, resulting from such delay. Customer accepts all risk of loss or damage of the Hardware from and after delivery to the transportation carrier. JHA or JHA's supplier will arrange for shipment insurance coverage against risk of loss or damage to the Hardware while it is in transit to Customer. Such coverage will be at Customer's expense.

5.8 Prices for the Hardware shall be as shown in the Customer Agreement, but are subject to price increases implemented by the Hardware manufacturer or provider prior to the scheduled shipment date of the Hardware. If a price increase is imposed by the Hardware manufacturer or provider prior to shipment of the Hardware, JHA will promptly give Customer written notice of the price increase. Customer may cancel its order for the affected Hardware units by written notice immediately delivered to JHA, otherwise the Hardware will remain on order but at the new increased sales price.

5.9 If any of the Hardware units are custom manufactured or configured in a nonstandard manner for Customer's order, Customer acknowledges that JHA may be unable to accept return of those Hardware units. Returns of any kind require prior approval by JHA and will not be accepted more than fifteen (15) days after shipment to Customer. Approved returns will only be accepted in the original, unopened, shipping container. All approved returns will be subject to a 20% restocking fee payable by Customer.

5.10 If a Hardware unit is determined to be defective upon delivery to the Customer location, Customer must notify JHA within ten (10) days of delivery and receive a defective machine return approval. Defective units may be repaired or replaced under the Hardware manufacturer's warranty or returned for credit at the discretion of JHA or the Hardware manufacturer. A restocking fee will not apply to returns of defective equipment approved by JHA.

5.11 The Hardware manufacturer or provider generally offers a separate Hardware maintenance contract for servicing the Hardware acquired by Customer, and in that case Customer shall have the option of acquiring this Hardware maintenance directly from the manufacturer or provider. JHA will have no liability or responsibility to Customer with regard to the separate Hardware maintenance contract between Customer and the manufacturer or provider, even if Customer acquires this Hardware maintenance contract from the Hardware manufacturer or provider through JHA under the Customer Agreement.

## 6. WARRANTIES

6.1 Software and Services. With respect to Software and Services provided by JHA to Customer under the Customer Agreement, JHA warrants to Customer that:

(a) For a period of ninety (90) days following JHA's initial delivery of the Software or Services to Customer (the "Warranty Period"), the unmodified Software programs or Services will operate in accordance with the Documentation in effect at the time of delivery. If Customer has contracted for JHA to perform the Software or Services installation, the Warranty Period will commence on the date that the Software or Services have been installed and tested by JHA and first made available to Customer for use in its production environment. Under this warranty, JHA will apply commercially reasonable efforts to correct Errors in the Software or Services reported by Customer during the Warranty Period at no extra charge to Customer. If JHA does not correct the Errors reported by Customer within thirty (30) days following the expiration of the Warranty Period, Customer may terminate this Agreement and receive a full refund of all fees paid by Customer to JHA for the affected Solution components under this Agreement. Errors reported by Customer after expiration of the Warranty Period will be addressed by JHA solely in accordance with the provisions of Section 7 (Software and Services Maintenance) below. JHA does not warrant that the Solution is Error-free or will operate in an uninterrupted manner.

(b) The Software and Services shall be provided by JHA free and clear of all liens and encumbrances. JHA further warrants that it has full power and authority to license and provide the Solution to Customer without the consent of any other person, or in the event such consent is required JHA has obtained all required consents.

(c) JHA will utilize commercially available virus protection software in order to ensure that the Software and Services will be free from known viruses, bombs and other destructive elements which negatively affect Customer's use and operation of the Software and Services.

(d) Maintenance of the Software and Services will be provided to Customer in a timely and professional manner consistent with technology industry standards for maintenance support of commercial software products and services comparable to the Software licensed and Services acquired by Customer under the Customer Agreement.

6.2 Professional Services. JHA warrants that the Professional Services provided by JHA to Customer under the Customer Agreement will be performed in a timely and professional manner consistent with technology industry standards and in accordance with the requirements and specifications identified in the Customer Agreement or a separate statement of work, or services order negotiated and executed between the parties (as applicable).

6.3 Third Party Software and Services. JHA warrants that it has full power and authority to license and provide the Third Party Software and Third Party Services to Customer without the consent of any other party, or in the event such consent is required JHA has obtained all required consents.

6.4 Hardware. JHA warrants that (a) it has full power and authority to resell and deliver the Hardware to Customer without the consent of any other party, or in the event such consent is required JHA has obtained all required consents; and (b) Hardware installed by JHA will be properly installed in accordance with the Hardware manufacturer's installation instructions. JHA does not make any other warranties, indemnities or obligations for the Hardware and does not accept any liability for any warranties, indemnities or obligations which may be separately provided by the Hardware manufacturer or provider with respect to the Hardware acquired by Customer from JHA under the Customer Agreement.

6.5 THE WARRANTIES STATED IN THIS SECTION 6 ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JHA MAKES NO WARRANTY THAT THE SOFTWARE OR SERVICES WILL BE ERROR FREE OR WILL OPERATE IN AN UNINTERRUPTED MANNER.

## 7. SOFTWARE AND SERVICES MAINTENANCE

7.1 During the term of the Customer Agreement, in consideration of Customer's full payment of the fees for the Software, Maintenance and/or the Services subscription fees applicable to the transactions entered into between JHA and Customer under the Customer Agreement, JHA will provide Customer with the following standard Maintenance for the Software and Services:

(a) Updates and Enhancements of the Software or Services which are provided by JHA to other then-current active Maintenance customers of the Software or Services.

(b) Customer support help-desk, for the reporting, handling and resolution of Software product errors discovered by Customer. JHA's standard customer support help desk hours are **8:30 am through 5:30 pm, Central US time zone**, Monday through Friday, excluding standard US holidays published by the Federal Reserve System.

(c) Correction of Errors which prevent normal operation and use of the Software or Services, including the delivery of program error fix releases or PTF's.

7.2 Customer, at its expense, will provide JHA with remote VPN communication access (or comparable remote access technology) to its server on which the Software or Services have been installed to enable JHA to perform remote diagnosis and troubleshooting activities relating to the reported Error. If remote dial

up access is provided, Customer shall initiate the call for the remote support session. JHA shall comply with all IT system access and security policies and procedures communicated by Customer regarding authorized access to its IT systems.

7.3 JHA's provision of standard Maintenance shall apply only to the then-current release of the Software or Services and the immediately preceding release of the Software or Services. Maintenance, if any, offered by JHA for older releases of the Software or Services shall be provided under a separate Professional Services purchase order negotiated and executed between JHA and Customer and subject to separate charges.

7.4 Standard Maintenance specifically excludes, and JHA will not be liable or responsible to perform Maintenance for, any problems caused or contributed to by the following:

- (a) A Software program or service which was not originally provided by JHA, or
- (b) An unauthorized alteration or revision to the Software or Services, or
- (c) Errors that were previously corrected by JHA and delivered to Customer in an update release of the Software or Services which has not been installed by Customer, or
- (d) Any problems with data on tape, disk or diskettes which have been caused by defects by hardware manufacturers programming, or
- (e) Failure of Customer to load hardware manufacturers operational/system software new Releases and/or Program Temporary Fixes (PTFs), or
- (f) Errors or problems which are the result of improper operator handling or use.
- (g) As part of its provision of standard Maintenance, JHA will not provide retrofitting, reintegration, and recoding of any customization(s) which have been made to the Software or Services in order for the customizations to work with any then-current release version of the Software or Services. Any Professional Services to perform those activities which are agreed between JHA and Customer shall be documented in the Customer Agreement or a Statement of Work or services order executed between JHA and Customer which includes the project details, scope of services deliverables, and services fees applicable to the Professional Services.

## 8. OWNERSHIP

8.1 All Software and Services and other intellectual property provided by JHA to Customer shall be and remain the exclusive property of JHA and its licensors, subject to the licenses and rights granted to the Customer as defined in the Customer Agreement and these Standard Terms and Conditions. All Software provided by JHA to Customer under this Agreement is licensed and not sold.

8.2 All software programs, data, technology and any other intellectual property owned by Customer and its licensors and provided or made accessible to JHA under this Agreement shall be and remain the exclusive property of Customer and its licensors.

## 9. TRADE SECRETS

9.1 Customer hereby acknowledges that the Software provided by JHA under this Agreement incorporates trade secrets of JHA and its licensors, and as such is protected by civil and criminal law, is very valuable to JHA and its licensors, and that its use must be carefully and continuously controlled. Customer shall use the highest standard of diligence to protect the confidentiality of the Software, but in no event exercising not less than reasonable care, and shall prohibit the unauthorized access to, use or duplication of any of the Software in its possession. Customer shall keep all machine-readable Software in a secure place which is as secure as Customer provides for its most confidential materials of like nature and importance. Customer shall notify JHA immediately of any unauthorized disclosure, possession or use of any item supplied by JHA under the Customer Agreement by any person or organization not authorized by the Customer Agreement to have such possession or use. Customer shall promptly furnish JHA full details of such possession, use or knowledge, and shall cooperate fully with JHA in any litigation against third parties deemed necessary by JHA to protect its proprietary rights. Customer's compliance with the above shall not be construed in any way as a waiver of JHA's right to recover damages or obtain other relief against Customer for its negligent or intentional harm to the proprietary rights of JHA or its licensors or for Customer's breach of its contractual obligations to protect the confidentiality of the Software or Services.

9.2 If Customer attempts or allows others to attempt to use, copy, duplicate, transcribe or convey the items supplied by JHA pursuant to the Customer Agreement, in a manner contrary to the terms of the Customer Agreement or these Standard Terms and Conditions in derogation of JHA's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, JHA shall have, in addition to any other remedies available to it at law or equity, the right to seek injunctive relief enjoining such actions. Customer acknowledges that in such instances irreparable harm will occur to JHA and its licensors and that other remedies are inadequate.

## 10. CONFIDENTIAL INFORMATION

9.1 All Information communicated by one party to the other party regardless of whether marked as confidential or not, including the terms and conditions of this Agreement ("Confidential Information"), whether before the effective date or during the term of this Agreement, shall be received in strict confidence and shall be used

only for the purposes of this Agreement. Confidential Information shall not be disclosed by the recipient party, its agents or employees without prior written consent of the disclosing party. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of JHA or Customer, as the case may be. The receiving party shall apply the same standard of care with respect to the disclosing party's Confidential Information that it applies to its own Confidential Information of like nature and importance, but in no event applying less than a standard of reasonable care. If Third Party Software or Third Party Services are specified in the Customer Agreement, then JHA shall be authorized to disclose the terms and conditions of the Customer Agreement to the owner of the Third Party Software or Third Party Services to fulfill its contract reporting obligations to the third party owner.

10.2 The receiving party shall be under no obligation with respect to Confidential Information which (a) was in the public domain prior to the receipt of the information by the receiving party, or subsequently becomes part of the public domain by publication or otherwise, except disclosure by or the wrongful act of the receiving party, its owners, officers, directors, employees, agents or representatives; (b) was in the lawful possession of the receiving party prior to its receipt from the disclosing party and was not acquired by the receiving party directly or indirectly from the disclosing party or any of disclosing party's Customers, and the sources of such information had not obtained the information wrongfully and had no obligations of confidentiality or secrecy with respect thereto; (c) was independently developed by the receiving party without access to the Confidential Information; (d) is provided by the disclosing party to another person or party without being subject to an obligation of confidentiality by the other person or party with respect to the information; or (e) is disclosed by the receiving party pursuant to a government or court order requiring such disclosure, provided that the receiving party has first notified the disclosing party of its receipt of the government or court order to disclose the disclosing party's Confidential Information and has given the disclosing party an opportunity to seek a protective order limiting such disclosure without confidentiality obligations. The receiving party has the burden of proving that the Confidential Information was subject to one or more of the above listed exceptions.

10.3 All information and materials disclosed to Customer at JHA's User Group conferences shall be treated as JHA's Confidential Information. Nothing in this Section shall be interpreted to preclude or impede Customer's participation in any User Group conference.

## 11. DATA PRIVACY AND SECURITY

11.1 In accordance with data privacy laws and regulations applicable to this Agreement, which may include but not be limited to the Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act ("HIPAA"), JHA shall not disclose or permit access to or use of the non-public personal information of Customer or its consumers made available by Customer to JHA for any purposes other than those specifically required to fulfill JHA's contractual obligations with Customer. JHA shall not sell the information regarding Customer's consumers for any reason. In connection with providing services to Customer, JHA shall take all commercially reasonable steps to ensure the privacy and security of Customer's and its consumers' information and protect against anticipated threats and hazards to the security of such information. JHA shall take all commercially reasonable steps to prevent unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer or its consumers. JHA has implemented policies and procedures to ensure the proper disposal of consumer information in accordance with applicable Federal and State requirements. In the event any court or regulatory agency seeks to compel disclosure of the information, JHA shall, if legally permissible, promptly notify Customer of the disclosure requirement and will cooperate so that Customer may at its expense seek to legally prevent this disclosure of the information.

11.2 JHA has separately published its data privacy and security compliance commitment to its customers, which corresponds at a minimum to the provisions of this Section 11 as of the effective date of this Agreement. To the extent that additional commitments by JHA are reflected in future published versions of this policy, these additional commitments shall be incorporated as part of this Agreement without further actions by the parties. In no event shall a future published data privacy and security compliance statement issued by JHA lessen or eliminate any of the commitments by JHA stated in this Section 11.

11.3 If a breach of security results in an unauthorized intrusion into JHA's systems which directly and materially affects Customer or its consumers, JHA will take appropriate measures to stop the intrusion; report on the intrusion to Customer within a reasonable time after discovery of the intrusion; subsequently report the corrective action taken by JHA in response to the intrusion; and provide reasonable assistance to Customer to support any mandatory disclosures about the intrusion by Customer to its consumers required by law. If JHA has notified law enforcement agencies about the intrusion, JHA may delay its notification of the intrusion to Customer until authorized to do so by the law enforcement agencies.

## 12. DELIVERY OF SOFTWARE AND SERVICES

If Customer has not contracted with JHA to install the Software or Services at Customer's location, delivery of the Software or Services to Customer shall occur within thirty (30) days following (a) the execution of the Customer Agreement, with respect to the Software or Services initially licensed or acquired under the Customer Agreement, and (b) the execution of any follow-on addendum to the Customer Agreement, with respect to additional Software or Services licensed or acquired under the Customer Agreement.

## 13. PROFESSIONAL SERVICES

13.1 **Installation Services.** If Customer has contracted for JHA to install the Solution at Customer's location, JHA will install the Solution at Customer's designated data processing center or JHA's data processing or hosted service data center (as applicable) so that the Solution will properly operate as specified in the Customer Agreement. Prior to commencement of the project, JHA and Customer may enter into a separate Statement of Work document which describes the project details and the specifications and requirements applicable to JHA's professional services delivery. Customer shall be responsible for providing all hardware, other third party software, and internet/network/infrastructure components necessary to install and operate the Solution in its production environment, which shall be installed by Customer and operational as of the scheduled commencement date of the Solution installation project. Customer will furnish data needed and requested by JHA, and will co-operate with and assist JHA personnel in the installation and testing of the Solution.

13.2 **Training Services.** If Customer has contracted for JHA to perform training of Customer's personnel in the use and operation of the Solution, JHA will perform the training at the site indicated in the Customer Agreement. The training session will be scheduled to occur on a mutually agreeable date. If the training is to be conducted at Customer's location, Customer will provide JHA with the necessary space, equipment and a suitable training environment in which to perform the training session. For the training fee quoted to Customer, up to twelve (12) of Customer's personnel may attend a single training session conducted at Customer's location.

#### 14. INVOICING AND PAYMENT TERMS

14.1 Unless different payment terms are specified in the Customer Agreement, JHA will invoice Customer for the Solution and Professional Services upon delivery, and Customer shall pay JHA for all amounts due under the Customer Agreement within thirty (30) days from the date of receipt of JHA's correct and valid invoice.

14.2 To the extent such charges are permitted under applicable law, if Customer becomes delinquent in the timely payment of a correct and valid invoice received from JHA, Customer will become liable to pay JHA an additional amount equal to the lower of (a) 1.5% interest per month (18% annually) or (b) the highest interest rate chargeable by applicable law, to be charged until the delinquent amount has been fully paid. JHA reserves the right to halt the delivery of any Solution, Maintenance or Professional Services if Customer becomes delinquent in the payment of any amounts due JHA, except where such amounts are legitimately being disputed in good faith by Customer.

#### 15. LIMITATION OF LIABILITY

15.1 Neither party shall be liable to the other party or to any other person, firm or company, for failure to fulfill its obligations hereunder due to the occurrence of an event beyond its reasonable control, including but not limited to acts of God, public disaster, fire, flood, riot, war, terrorism, labor strikes/disputes involving its suppliers, judicial orders/decrees, government laws/regulations, or interruptions of communications, transportation or electricity.

15.2 Any liability of JHA for any loss, damage, or cost hereunder shall be limited to actual direct damages incurred by Customer, but in no event shall the aggregate of JHA's liability under the Customer Agreement exceed the cumulative amount of fees paid by Customer to JHA under the Customer Agreement during the preceding three (3) year period, nor shall any amount of the liability include any indirect, consequential, punitive or special damages incurred by Customer, to the extent that such limitation or exclusion of damages is permitted by applicable law.

#### 16. TERMINATION

16.1 If Customer or JHA elects not to renew the license or usage right term of the Software or the subscription term of the Services as provided in Section 4 above, then the Software or Services subject to such non-renewal shall automatically terminate as of the expiration date of the then-current license, usage right or subscription term, without further action or notice required by either party.

16.2 Either party may terminate the Customer Agreement for cause by written notice to the other party, upon the occurrence of a breach of this Agreement which has not been cured by the other party following thirty (30) days prior written notice of such breach. If the breach is due to Customer's failure to pay a correct and valid invoice when due without legitimate dispute, this cure period shall be reduced to ten (10) days following receipt of notice of the delinquency from JHA.

16.3 Either party may terminate the Customer Agreement for cause upon written notice to the other party, in the event that the other party undergoes voluntary or involuntary bankruptcy.

16.4 Within ten (10) business days following the effective date of termination of the Customer Agreement, Customer shall cease using the Software and Services, uninstall the Software and Services from all locations, and return the Software copies to JHA or destroy the Software copies and certify this destruction to JHA in writing by an official or senior manager of Customer.

#### 17. GENERAL PROVISIONS

17.1 Any notice under the Customer Agreement shall be in writing and shall be deemed delivered when actually received, or five days after it is sent by United States Postal Service certified mail, return receipt requested, or by overnight express mail, with proof of delivery retained, when addressed to the other party at its address shown in the Customer Agreement, which may be changed by written notice. A copy of any written notice of breach or termination of the Customer Agreement given by Customer to JHA shall be delivered to the attention of JHA's Legal Department at the JHA address identified in the Customer Agreement.

17.2 No action arising out of the Customer Agreement may be brought by a party against the other party more than two (2) years after the cause of action has accrued and the injured party has actual knowledge of the accrual. Unless otherwise prohibited by applicable law, the prevailing party in any litigation conducted in relation to the Customer Agreement shall be entitled to recover its reasonable attorneys' fees from the other party.

17.3 The Customer Agreement and these Standard Terms and Conditions contain the entire agreement between the parties with respect to the transactions contained herein. The Customer Agreement and these Standard Terms and Conditions shall be modified or altered only by a written instrument signed by authorized representatives of both parties.

17.4 The Customer Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns and successors.

17.5 Except as provided below, the Customer Agreement shall not be transferable or assignable by either party to a third party without the prior written consent by the non-assigning party. JHA may assign the Customer Agreement in its entirety to a successor entity which has acquired controlling ownership interest in JHA and is contractually bound to enjoy all of the rights and perform all of the liabilities and responsibilities of JHA under the Customer Agreement.

17.6 The Customer Agreement and these Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the home state of Customer, without reference to its conflict of laws provisions, and applicable U.S. federal laws and regulations.

17.7 The provisions of Sections 5, 8, 10, 11, 14, 15, 16.4 and 17 shall survive the expiration or termination of the Customer Agreement.

17.8 If any of the provisions of the Customer Agreement or these Standard Terms and Conditions shall be ruled by a court of law with competent jurisdiction to be invalid under any applicable statute or rule of law, the affected provisions shall be, to that extent, deemed to be omitted. Such omission shall not change the intent or binding nature of any or all of the rest of the Customer Agreement or these Standard Terms and Conditions.

<End of Standard Terms and Condition>

City Council Agenda Items  
and  
Contracts, Leases or Agreements12/15/09  
11/17/2009City Council Meeting Date  
Agenda Items Only

Scott Huddleston

Information Technology

Submitted By

Division

Department

## Action Required:

Approval of redundant Network Storage systems purchase, 3 year hardware and software maintenance, and payment of fees and applicable taxes.

\$ 196,280.00

Cost of this request

\$ 197,000.00

Category / Project Budget

Storage Area Network SAN

Program Category / Project Name

4470-9470-5801.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

\$ 197,000.00

Remaining Balance

Capital Improvement

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

S. Huddleston

Department Director

10/30/09

Date

Previous Ordinance or Resolution #

C. Blalock

City Attorney

11-3-09

Date

Original Contract Date:

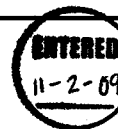
Original Contract Number:

Paul A. Becher

Finance and Internal Services Director

11-3-2009

Date

Received in City  
Clerk's Office

Kim Johnson

Jim Mann

Chief of Staff

11-25-09

Date

Received in  
Mayor's Office

Ronald Jordan

Mayor

11/25/09

Date

Comments:





www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

TDD (Telecommunications Device for the Deaf)  
(479) 521-1316

## **December 8<sup>th</sup> Agenda Session**

## **Mayor's Approval**

**To:** Mayor Lioneld Jordan

**From:** Scott Huddleston, IT Director

**Date:** October 29, 2009

**Subject:** Approval of EMC Clariion CX4 redundant network storage systems

### **RECOMMENDATION**

Staff recommends approval of Purchase request to EMC Corporation in the amount of \$196,280 for hardware and installation to provide redundant network storage systems.

### **BACKGROUND**

Currently, the City's storage needs are increasing daily and we are approaching capacity. Several systems, including our virtual server infrastructure, are approaching ninety percent capacity leaving no room for growth. The majority of the City's vital data is housed in our main data center. The data is backed up to a tape library located at a secondary data center. This gives the data physical separation and security in the event of a total loss catastrophe occurring at our main site. However, the replacement and restoration of this data would take weeks to fully complete.

### **DISCUSSION**

In order to meet our current and foreseeable future data storage needs, a large enterprise class storage system is required. The Information Technology department is recommending the purchase of two EMC Clariion CX4-120 storage systems to redundantly house the majority of the City of Fayetteville's electronic data. That data is not only growing in size, but is becoming more valuable to the vital operations of our organization. After a long, careful examination of our needs and consideration of many storage solutions, the decision to go with EMC SAN was clear.

The Clariion system we are proposing will give us the capacity we need to accommodate our current data, as well as any immediately forecasted data growth. In addition, the extensive upgrade capability of the Clariion system will allow for any unforeseen growth. The Clariion system allows us to classify data by how much it is used and store it accordingly. Data that is accessed more frequently can be stored on faster drives while archival type data can be stored on less expensive storage within the same system giving us an overall larger capacity while reducing costs.

By purchasing two of these systems and placing one in each data center, we will have an up to the minute backup of all of our data at all times. In the case of a total loss catastrophic event, we would experience zero data loss. Further reducing the impact of a loss scenario would be the ability to leverage the benefits of virtual



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## **DISCUSSION CONT'D**

servers. Most of our physical servers could be virtualized using this shared storage system. This will allow all of our servers to run on any hardware. Once virtualized, the hard drives become files that are replicated across each storage system. Virtual servers can be distributed to both data centers and then consolidated on either side if and when necessary. This gives us a very short recovery time without the need for "standby" equipment.

The use of shared storage and virtual machines will reduce our total cost of ownership by reducing energy needs, reducing the number of physical servers needed, and increasing data accessibility. The Clariion storage system not only offers greater capacity and expandability over our current storage, but configuration options and increased performance as well. We will have the flexibility and capability to create more efficient solutions for the city's needs and the needs of our end users.

The productivity of much of our workforce within the City relies on the ability to quickly access network files and applications. The data associated with that productivity grows at an increasingly rapid rate. In our current environment, applications and files reside on an entry level IBM SAN as well as several direct attached storage arrays. These systems need to be replaced as they have been upgraded to their capacity and are at the end of their lifecycle. Consolidation of these storage systems into a single mid-to-upper tier SAN infrastructure would give us the scalability, availability, and performance required to support our current and future growth and access needs.

SAN infrastructure also enhances our ability to recover from a disaster. By having two storage systems connected via the fibre channel fabric and replicating data from one site to another, the amount of data lost in the event of a disaster becomes little to none. Virtual infrastructure can enhance disaster recovery as well. We have already begun to virtualize some of our servers, but have run out of space to continue that process. Also, server virtualization cannot be fully leveraged without shared storage. Having shared and replicated virtual disks gives us the ability to re-allocate hardware resources when needed. This potentially reduces our recovery window down to hours or even minutes. While other storage solutions can accommodate some or most of our needs, only a SAN solution can meet them all.

Among the vendors that provide SAN solutions, EMC is the market leader and offers the greatest level of flexibility and reliability. We also get some software interoperability benefits by going with EMC. VMware, which is owned by EMC, is the virtualization platform we have selected. Also, our document imaging/management solution: Documentum is owned by EMC. Those relationships ensure the greatest level of compatibility and integration between applications and the storage platform. With EMC being on the Arkansas WSCA contract, pricing as compared to comparable systems offered by other vendors was very competitive. EMC has weathered the economic downturn very well and is a solid company to partner with.

## **BUDGET IMPACT**

This is a 2009 project that was planned to be funded out of the Local Area Network (LAN) Upgrades and Geographic Information Systems (GIS) CIP projects. The \$196,280 is being moved from those projects and the printer replacement project to fund this request.

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## **EMC SAN Storage Justification**

The Information Technology department has recommended the purchase of two EMC Clariion CX4-120 storage systems to redundantly house the majority of the City of Fayetteville's electronic data. That data is not only growing in size, but is becoming more valuable to the vital operations of our organization. After a long, careful examination of our needs and consideration of many storage solutions, the decision to go with EMC SAN was clear.

The productivity of much of our workforce within the City relies on the ability to quickly access network files and applications. The data associated with that productivity grows at an increasingly rapid rate. In our current environment, applications and files reside on an entry level IBM SAN as well as several direct attached storage arrays. These systems need to be replaced as they have been upgraded to their capacity and are at the end of their lifecycle. Consolidation of these storage systems into a single mid-to-upper tier SAN infrastructure would give us the scalability, availability, and performance required to support our current and future growth and access needs.

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**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING A CONTRACT WITH EMC CORPORATION FOR THE PURCHASE, THROUGH THE CURRENT STATE PROCUREMENT CONTRACT, OF AN EMC CLARIION CX4 REDUNDANT NETWORK STORAGE SYSTEM WITH A THREE YEAR HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT, IN THE AMOUNT OF \$196,280.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase, through the current state procurement contract, of an EMC Clariion CX4 redundant network storage system with a three (3) year hardware and software maintenance agreement, in the amount of \$196,280.00.

**PASSED and APPROVED** this 17<sup>th</sup> day of November, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

### Quote Data

Prepared By: Bowen, John V

Quote Name: City of Fayetteville CX4-120 w/ mirrorview

Quote #: 1002518449

WSCA Contract # B27161

Date: 30-Oct-2009

| Prepared For:                                     |     | Bill To:                                          |                                            | Ship To:                                          |          |
|---------------------------------------------------|-----|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|----------|
| CITY OF FAYETTEVILLE                              |     | CITY OF FAYETTEVILLE                              |                                            | CITY OF FAYETTEVILLE                              |          |
| 113 W MOUNTAIN ST<br>FAYETTEVILLE, AR 72701<br>US |     | 113 W MOUNTAIN ST<br>FAYETTEVILLE, AR 72701<br>US |                                            | 113 W MOUNTAIN ST<br>FAYETTEVILLE, AR 72701<br>US |          |
| Line #                                            | Qty | Product ID                                        | Description                                | Total Deal Price (USD)                            |          |
| 1                                                 | 1   | CX4-120C                                          | CX4-120C SPE WITH SINGLE SPS               |                                                   |          |
| 2                                                 | 2   | CX4-4PDAE                                         | 4G DAE FACTORY OR FIELD INSTALL            |                                                   |          |
| 3                                                 | 1   | CX4-NPS                                           | EMC PROFESSIONAL INSTALL NOT ORDERED       |                                                   |          |
| 4                                                 | 15  | CX-SA07-010                                       | 1000GB 7200RPM SATA II                     |                                                   |          |
| 5                                                 | 10  | CX-4G15-450                                       | 450GB 15K 4GB 520BPS FC DISK DRIVE         |                                                   |          |
| 6                                                 | 1   | V-CX4-45015K                                      | VAULT PACK 450GB 15K 4G DRIVES QTY 5       |                                                   |          |
| 7                                                 | 3   | C13-PWR-12                                        | 2 C13 PWRCORDS W/ NEMA 5-15 PLUGS 125V 10A |                                                   |          |
| 8                                                 | 1   | CX4-SPS                                           | CX4-120 Optional Second SPS                |                                                   |          |
| 9                                                 | 1   | NAV4-KIT                                          | Navisphere Manager CX4 Media Kit           |                                                   |          |
| 10                                                | 1   | MVS4-KIT                                          | MIRRORVIEW/S KIT FOR CX4 FAMILY            |                                                   |          |
| 11                                                | 3   | NAVAGT-VMWKIT                                     | NAVI AGENT VMWARE MEDIA                    |                                                   |          |
| 12                                                | 1   | C-MODEM-US                                        | CLARIION SERVICE MODEM-US                  |                                                   |          |
| 13                                                | 1   | NAV4-120                                          | NAVISPHERE MANAGER FOR THE CX4-120         |                                                   |          |
| 14                                                | 1   | MVS4-120                                          | MIRRORVIEW/S FOR CX4-120                   |                                                   |          |
| 15                                                | 1   | CX412C-KIT                                        | CX4-120 DOCS COMMON RTU & POWERPATH        |                                                   |          |
| 16                                                | 1   | M-PRESW-001                                       | PREMIUM SOFTWARE SUPPORT                   |                                                   |          |
| 17                                                | 1   | M-PRESW-004                                       | PREMIUM SW SUPPORT - OPEN SW               |                                                   |          |
| 18                                                | 1   | WU-PREHW-001                                      | PREMIUM HARDWARE SUPPORT - WARR UPG        |                                                   |          |
| 19                                                | 1   | CX4-120C                                          | CX4-120C SPE WITH SINGLE SPS               |                                                   |          |
| 20                                                | 2   | CX4-4PDAE                                         | 4G DAE FACTORY OR FIELD INSTALL            |                                                   |          |
| 21                                                | 1   | CX4-NPS                                           | EMC PROFESSIONAL INSTALL NOT ORDERED       |                                                   |          |
| 22                                                | 15  | CX-SA07-010                                       | 1000GB 7200RPM SATA II                     |                                                   |          |
| 23                                                | 10  | CX-4G15-450                                       | 450GB 15K 4GB 520BPS FC DISK DRIVE         |                                                   |          |
| 24                                                | 1   | V-CX4-45015K                                      | VAULT PACK 450GB 15K 4G DRIVES QTY 5       |                                                   |          |
| 25                                                | 3   | C13-PWR-12                                        | 2 C13 PWRCORDS W/ NEMA 5-15 PLUGS 125V 10A |                                                   |          |
| 26                                                | 3   | NAVAGT-VMWKIT                                     | NAVI AGENT VMWARE MEDIA                    |                                                   |          |
| 27                                                | 1   | CX4-SPS                                           | CX4-120 Optional Second SPS                |                                                   |          |
| 28                                                | 1   | NAV4-KIT                                          | Navisphere Manager CX4 Media Kit           |                                                   |          |
| 29                                                | 1   | MVS4-KIT                                          | MIRRORVIEW/S KIT FOR CX4 FAMILY            |                                                   |          |
| 30                                                | 1   | C-MODEM-US                                        | CLARIION SERVICE MODEM-US                  |                                                   |          |
| 31                                                | 1   | NAV4-120                                          | NAVISPHERE MANAGER FOR THE CX4-120         |                                                   |          |
| 32                                                | 1   | MVS4-120                                          | MIRRORVIEW/S FOR CX4-120                   |                                                   |          |
| 33                                                | 1   | CX412C-KIT                                        | CX4-120 DOCS COMMON RTU & POWERPATH        |                                                   |          |
| 34                                                | 1   | M-PRESW-001                                       | PREMIUM SOFTWARE SUPPORT                   |                                                   |          |
| 35                                                | 1   | M-PRESW-004                                       | PREMIUM SW SUPPORT - OPEN SW               |                                                   |          |
| 36                                                | 1   | WU-PREHW-001                                      | PREMIUM HARDWARE SUPPORT - WARR UPG        |                                                   |          |
| 37                                                | 2   | MDS-PW8-US                                        | Qty 2 9216 9120 9124 9140 Power Cord US    |                                                   |          |
| 38                                                | 2   | MDS-9124                                          | 4GB 8-PORT FC SWITCH                       |                                                   |          |
| 39                                                | 2   | MDS-9124-PWR                                      | OPTIONAL POWER SUPPLY                      |                                                   |          |
| 40                                                | 1   | PS-BAS-CX4                                        | HARDWARE INSTALL CX4-120/CX4-240           |                                                   |          |
| 41                                                | 1   | PS-BAS-CX4                                        | HARDWARE INSTALL CX4-120/CX4-240           |                                                   |          |
| 42                                                | 1   | PS-BAS-PMBLK                                      | COMMERCIAL PMGMT 4HRS QS                   | (non-taxable)                                     | \$ 1,675 |
| 43                                                | 2   | ESRS GW 100                                       | SECURE REMOTE SUPPRT GW                    |                                                   |          |
| Hardware Summary                                  |     |                                                   |                                            | \$ 137,711                                        |          |

|                                      |                  |
|--------------------------------------|------------------|
| Software Summary                     | \$ 21,158        |
| Services Summary                     | \$ 4,855         |
| Prepaid HW Maintenance Summary       | \$ 0             |
| Prepaid SW Maintenance Summary       | \$ 10,410        |
| HW Warranty Upgrade Summary          | \$ 9,014         |
| Freight                              | \$ 245           |
| <hr/>                                |                  |
| SubTotal Price (USD)                 | \$ 183,393       |
| Less: Value of 2009 EMC World Ticket | (\$ 3,590)       |
| Adjusted price (USD)                 | <hr/> \$ 179,803 |
| Tax                                  | \$ 16,477        |
| Total Price (USD)                    | <hr/> \$ 196,280 |

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

A. 3  
EMC Corporation  
Page 8 of 14

|                                |                                                                                            |                                         |                   |
|--------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------|-------------------|
| Budget Year<br><br><b>2009</b> | Department: Finance<br>Division: Information Technology<br>Program: Information Technology | Date Requested<br><br><b>10/30/2009</b> | Adjustment Number |
|--------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------|-------------------|

|                                                                |                                                                                                                         |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Project or Item Added/Increased:<br>Storage Area Network (SAN) | Project or Item Deleted/Reduced:<br>Local Area Network (LAN), Geographic Information System (GIS), and Printer Projects |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                            |                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Justification of this Increase:<br>The current SAN is reaching its maximum capacity. The project is to replace and create a redundant storage area network | Justification of this Decrease:<br>Budget from the LAN and GIS projects have been set aside for this project. For tracking purposes a new project has been created for the SAN |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Increase Budget |                |      |      |    |         |                |   |
|-----------------|----------------|------|------|----|---------|----------------|---|
| Account Name    | Account Number |      |      |    | Amount  | Project Number |   |
| Fixed Assets    | 4470           | 9470 | 5801 | 00 | 197,000 | 09031          | 1 |

| Decrease Budget |                |      |      |    |         |                |   |
|-----------------|----------------|------|------|----|---------|----------------|---|
| Account Name    | Account Number |      |      |    | Amount  | Project Number |   |
| Fixed Assets    | 4470           | 9470 | 5801 | 00 | 84,000  | 02056          | 1 |
| Fixed Assets    | 4470           | 9470 | 5801 | 00 | 103,000 | 02055          | 1 |
| Fixed Assets    | 4470           | 9470 | 5801 | 00 | 10,000  | 02060          | 1 |

V.090403

|                                                                                    |         |
|------------------------------------------------------------------------------------|---------|
| Division Head                                                                      | Date    |
|  |         |
| Budget Director                                                                    | Date    |
|  | 11/2/09 |
| Department Director                                                                | Date    |
| Finance Director                                                                   | Date    |
| Chief of Staff                                                                     | Date    |

**Budget & Research Use Only**

Type:      A          B          C          **(D)**          E

Requested By \_\_\_\_\_

General Ledger Date \_\_\_\_\_

Posted to General Ledger

|         |      |
|---------|------|
| Initial | Date |
|---------|------|

Mayor \_\_\_\_\_ Date \_\_\_\_\_

# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

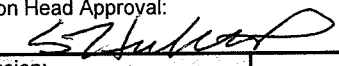
All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

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

Requisition No.: \_\_\_\_\_ Date: \_\_\_\_\_ A. 3  
EMC Corporation  
P.O Number: \_\_\_\_\_ Expected Delivery Date: \_\_\_\_\_ Page 9 of 14

Vendor#: 18938 Vendor Name: EMC Corporation Mail Yes: \_\_\_\_\_ No: \_\_\_\_\_

Address: 179 South St. Fob Point: \_\_\_\_\_ Taxable Yes: \_\_\_\_\_ No: \_\_\_\_\_ Quotes Attached Yes: \_\_\_\_\_ No: \_\_\_\_\_

City: Hopkinton State: MA Zip Code: 01748 Ship to code: \_\_\_\_\_ Division Head Approval: 

Requester: Scott Huddleston Requester's Employee #: 331 Extension: 320

| Item | Description                         | Quantity | Unit of Issue | Unit Cost  | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|-------------------------------------|----------|---------------|------------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | EMC Clariion CX4-120 Storage System | 1        | EA            | 179,803.00 | \$179,803.00  | 4470 9470 5801 00 |                      |             |               |
| 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:

Purchased on WSCA contract # B27161

Subtotal: \$179,803.00  
Tax: \$16,477.00  
Total: \$196,280.00

Approvals:

Mayor: \_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Finance & Internal Services Director: \_\_\_\_\_

Budget Manager: \_\_\_\_\_

IT Manager: \_\_\_\_\_

Dispatch Manager: \_\_\_\_\_

Utilities Manager: \_\_\_\_\_

Other: \_\_\_\_\_



**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27161**

Between

EMC Corporation

[hereinafter "Contractor"]

and

State of Arkansas

[hereinafter "Participating State"]

B27161

Page 1 of 4

1. **Scope:** This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.
2. **Participation:** All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase products and services under the terms and conditions of this price agreement.
3. **Changes:**  
Changes to the terms and conditions of the Master Price Agreement are as follows:
  - Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than operating software may NOT be procured.
  - An administrative fee of  $\frac{1}{2}$  of 1% (0.005) of the net sales per quarter shall be collected on behalf of the State of Arkansas and submitted by the last day of the month in accordance with the following schedule.

| Period End   | Admin Fee Due |
|--------------|---------------|
| June 30      | July 31       |
| September 30 | October 31    |
| December 31  | January 31    |
| March 31     | April 30      |
  - A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days of non-acceptance of a product or service; otherwise the Products or Services shall be deemed accepted.
  - Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
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Between

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B27161

Page 2 of 4

sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.

- Records relevant to Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of five years from the date of acceptance of the purchase order.

**4. Lease Agreements:** No leasing is authorized under this addendum.

**5. Primary Contacts:** The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke  
Address: 50 Sherburne Ave., 112 Admin Bldg, St Paul, MN 55155  
Telephone: (651) 201-2450  
Fax: (651) 297-3996  
E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

Contractor

Name: Gary E. Shoemaker  
Address: 9263 Scenic Bluff Dr, Austin, TX 78733  
Telephone: (512) 263-1858  
eFax: (888) 580-6069  
E-mail: [shoemaker\\_gary@emc.com](mailto:shoemaker_gary@emc.com)

Participating State

Name: Camber Thompson  
Address: 1509 W. 7<sup>th</sup> Street, Room 300, Little Rock, AR 72201  
Telephone: (501) 683-0084

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27161**

Between

EMC Corporation

[hereinafter "Contractor"]

and

State of Arkansas

[hereinafter "Participating State"]

B27161

Page 3 of 4

Fax: (501) 324-9311  
E-mail: [camber.thompson@dfa.arkansas.gov](mailto:camber.thompson@dfa.arkansas.gov)

**6. Servicing Subcontractors:**

**All authorized business partners (servicing subcontractors) must be approved by the State of Arkansas prior to inclusion on the State's WSCA/NASPO web page.**

All orders are to be issued directly to: EMC

And all payments are to be issued to: EMC

**7. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the WSCA/NASPO contract number: B27161.**

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
MASTER PRICE AGREEMENT NUMBER B27161**

Between

EMC Corporation

[hereinafter "Contractor"]

and

State of Arkansas

[hereinafter "Participating State"]

B27161

Page 4 of 4

rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

State of Arkansas  
Purchasing Agent

Signed: Robin Rogers

Title: Deputy Director

Date: 10/1/09

EMC Corporation  
Contractor

Signed: Joseph F. Spaniol III

Title: Joseph F. Spaniol III

Date: Senior Director - Federal Contracts,  
Compliance, and Pricing



City of Fayetteville Staff Review Form

A. 4  
Fayetteville Police  
Department Donations  
Page 1 of 10

City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

Greg Tabor  
Submitted By

Support Services  
Division

Police  
Department

Action Required:

Approval of a budget adjustment to recognize donated funds to the Police Department for Officer appreciation in the amount of \$1,980.00

\$ 1,980.00

Cost of this request

\$ 16,033.00

Police Donations/Emp. Recognition

Program Category / Project Name

1010-2920-5329.00

Account Number

\$ 7,206.09

Funds Used to Date

Donations

Program / Project Category Name

03044-6

Project Number

\$ 8,826.91

Remaining Balance

General

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

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



King.

Chief of Staff

Date

Received in  
Mayor's Office



Mayor

Date

Comments:



## Departmental Correspondence

---

**To:** Mayor Lioneld Jordan and Members of the City Council  
**From:** Greg Tabor, Police Chief   
**Date:** November 24, 2009  
**Re:** Fayetteville Police Department Donations

---

### Background

Periodically, businesses and/or citizens of Fayetteville will make monetary donations to the Police Department to enhance our services or to recognize our personnel.

### Discussion

In November 2009, the Police Department received several checks totaling \$1,980.00 from various businesses to recognize and support our officer service awards program. The checks were deposited into the City's General Fund and will be tracked through the City's Project Accounting System to insure that the donors intended purpose is met.

### Recommendation

Staff recommends acceptance of these donations to the Fayetteville Police Department and approval of a budget adjustment in the amount of \$1,980 for their intended purposes. If you should have any comments or questions regarding these donations acceptance, please contact me at extension 500.

### Budget Impact

None

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE 2009 CITY BUDGET TO  
RECOGNIZE DONATIONS TO THE FAYETTEVILLE POLICE  
DEPARTMENT IN THE AMOUNT OF \$1,980.00**

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

Section 1. The City Council of the City of Fayetteville, Arkansas hereby amends the 2009 city budget, pursuant to the attached budget adjustment which is incorporated into this Resolution by reference as if set out word for word herein, to recognize donations to the Fayetteville Police Department in the amount of \$1,980.00.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**



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

A. 4  
Fayetteville Police  
Department Donations  
Page 4 of 10

|                                |                                                                                                |                                         |                          |
|--------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------|
| <b>Budget Year</b><br><br>2009 | <b>Department:</b> Police<br><b>Division:</b> Police<br><b>Program:</b> Police/Animal Projects | <b>Date Requested</b><br><br>12/15/2009 | <b>Adjustment Number</b> |
|--------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------|

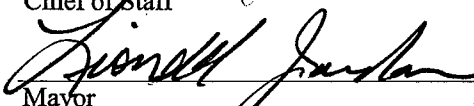
|                                                                                    |                                                                          |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Project or Item Added/Increased:</b><br>Police Donations - Employee Recognition | <b>Project or Item Deleted/Reduced:</b><br>Donations - Police Department |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|

|                                                                                                                                     |                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Justification of this Increase:</b><br>Donated funds to support Police Officer recognition at the annual service awards banquet. | <b>Justification of this Decrease:</b><br>Recognize revenue from various donations to the Police Department. |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|

| Increase Budget      |                |      |      | Amount |       | Project Number |   |
|----------------------|----------------|------|------|--------|-------|----------------|---|
| Account Name         | Account Number |      |      |        |       |                |   |
| Employee Recognition | 1010           | 2920 | 5329 | 00     | 1,980 | 03044          | 6 |

| Decrease Budget               |                |      |      | Amount |       | Project Number |   |
|-------------------------------|----------------|------|------|--------|-------|----------------|---|
| Account Name                  | Account Number |      |      |        |       |                |   |
| Donations - Police Department | 1010           | 0001 | 4808 | 02     | 1,980 | 03044          | 6 |

V.090403

|                                                                                     |             |
|-------------------------------------------------------------------------------------|-------------|
| <b>Division Head</b>                                                                | <b>Date</b> |
|   | 11/24/09    |
| <b>Budget Director</b>                                                              | <b>Date</b> |
|   | 11-24-09    |
| <b>Department Director</b>                                                          | <b>Date</b> |
| Paul a. Buhm                                                                        | 11-25-2009  |
| <b>Finance Director</b>                                                             | <b>Date</b> |
|  | 11-25-09    |
| <b>Chief of Staff</b>                                                               | <b>Date</b> |
|   | 11/25/09    |
| <b>Mayor</b>                                                                        | <b>Date</b> |

| Budget & Research Use Only   |         |      |   |            |
|------------------------------|---------|------|---|------------|
| Type:                        | A       | B    | C | <u>D</u> E |
| Requested By                 |         |      |   |            |
| General Ledger Date          |         |      |   |            |
| Posted to General Ledger     | Initial | Date |   |            |
| Posted to Project Accounting | Initial | Date |   |            |

Key Code \_\_\_\_\_

Date 11-13-09

A. 4  
Fayetteville Police  
Department Donations  
Page 5 of 10

Contact Name W. Newman Extension 579

Debit/Cash Account # 1010--0100.00 (Cash) \$1,980.00

Credit Account # 1010-0001-4808.02 (Donations-Police)

Project/Subproject # 03044-6

Description Service Awards Donation

Accounting Approval \_\_\_\_\_

ANDREW LUCAS  
SHIRLEY LUCAS  
2139 W. ORA DR. PH. 479-442-4612  
FAYETTEVILLE, AR 72701-1550

81-87/829  
6820900501

A: 4 1647  
Fayetteville Police  
Department Donations  
Page 6 of 10

DATE 9 Nov. 2009

PAY TO  
THE ORDER OF

Fayetteville Police Dept.  
One hundred fifty and 70/100

\$ 150.00

DOLLARS

ARVEST

BANK

arvest.com

MEMO Awards Committee

Andrew Lucas

08290087216476820900501

FAYETTEVILLE CHIROPRACTIC  
DR. KIRK OR KIM JOHNSON  
715 N COLLEGE  
FAYETTEVILLE, AR 72701  
(479) 442-0352

81-87-829

11890

10/30/09

Fayetteville Police  
One hundred dollars

\$ 100.00

DOLLARS

ARVEST

BANK

arvest.com

for Charles Kirk Johnson

08290087218900016636251

CONDOM SENSE, LLC  
CATHRYN D. JETT, OWNER  
418 W. DICKSON PH. 479-444-6228  
FAYETTEVILLE, AR 72701

81-161-829

5594

11/03/09

Fayetteville Police Awards  
Fifty dollars

\$ 50.00

DOLLARS

THE BANK OF FAYETTEVILLE, N.A.  
ONE SOUTH BLOCK STREET  
FAYETTEVILLE, ARKANSAS 72701  
479-444-4444  
MEMBER FDIC

FOR

Cathy

08290161915594700156941

CROWNE GROUP LLC  
519 W DICKSON ST.  
FAYETTEVILLE, AR 72701

9523

81-161/829

DATE 11/5/09

PAY  
TO THE  
ORDER OF

Fayetteville Police Dept.  
Fifty and 00/100

\$ 50.00

DOLLARS

ONE SOUTH BLOCK STREET  
FAYETTEVILLE, ARKANSAS 72701  
THE BANK OF FAYETTEVILLE  
479-444-4444  
MEMBER FDIC



FOR GEORGE'S MAJESTIC LOUNGE

D. Crowne

000051100830012107000094461

CARL R. OWENS  
CERTIFIED PUBLIC ACCOUNTANT  
101 W COLT SQUARE DR.  
FAYETTEVILLE, AR 72703

A. 4 11834  
Fayetteville Police  
Department Donations  
Page 7 of 10  
81-139/829

PAY TO THE ORDER OF Fayetteville Police Dept

DATE Oct 30, 2009

\$ 30.00

Thirty & no/100

DOLLARS



BANK OF ARKANSAS N.A.  
FAYETTEVILLE, ARKANSAS  
www.bankofarkansas.com

FOR Contribution

Carl R. Owens

⑈011834⑈ ⑆082901392⑆ 0126228701⑈

JORDAN AND ASSOCIATES

4189 EAST MISSION BLVD.  
FAYETTEVILLE, AR 72703  
(479) 444-9923



SIMMONS FIRST BANK  
OF NORTHWEST ARKANSAS  
SPRINGDALE, ARKANSAS 72762

81-185-829

23129

11/5/09

AY TO THE RDER OF Fayetteville Police Department - Awards Committee

\$ 500.00

Five Hundred and 00/100

DOLLARS

Donation - Steve & Janet Jordan  
Jordan and Associates

Janet Jordan  
AUTHORIZED SIGNATURE

⑈023129⑈ ⑆082901855⑆ 0612501750⑈



First State Bank  
P.O. Box 667  
Huntsville, Arkansas 72740

16767

81-174/829

EXPENSE CHECK

DATE 11/2/09

PAY TO THE ORDER OF Fayetteville Police Department  
One Hundred and no/100

\$ 100.00

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, AUTHENTIC WATERMARK, AND CHLOROSTAIN PAPER; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

FOR Sponsorship # 41750  
Awards Banquet

Jarah Ledbetter

⑈016767⑈ ⑆082901745⑆

20901348⑈

JOHN H. OGDEN  
dba OGDEN INSURANCE AGENCY  
2367-2 GREEN ACRES ROAD  
FAYETTEVILLE, AR 72703

REGIONS BANK  
FAYETTEVILLE, AR  
88-10/820

THIS DOCUMENT HAS A SECURITY COLOR BACKGROUND ON FACE AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

PAR 100494 11/14/2009 05:11

Fayetteville Police  
Department Operations  
Page 8 of 10

DATE 10/30/2009

PAY TO THE ORDER OF FAYETTEVILLE POLICE DEPARTMENT

\$ \*\*100.00

One Hundred and 00/100

DOLLARS

FAYETTEVILLE POLICE DEPARTMENT  
ATTENTION: AWARDS COMMITTEE  
100-A WEST ROCK STREET  
FAYETTEVILLE, AR 72701

MEMO

08 2000 10 91 806 484 756 711 1691

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



81-883/829

014508

DATE 11/05/2009

P. O. Box 8550  
Fayetteville AR 72703-0010  
479-684-3724

PAY

\$200.00

DOLLARS

\$ 200.00

TO THE ORDER OF

FAYETTEVILLE POLICE DEPARTMENT  
ATTN: AWARDS COMMITTEE  
100-A WEST ROCK STREET  
FAYETTEVILLE AR 72701

Signature

Authorized Signature

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

014508 08 290883 21 7000 10 31

THIS CHECK IS VOID WITHOUT A BLUE BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Neal R. Pendergraft  
P. O. Box 4245  
Fayetteville, AR 72702  
479-443-3301

Signature Bank of Arkansas

3572

81-883

829

11/3/09

\*\*100.00

PAY ONE-HUNDRED AND 00/100

DOLLARS

TO THE ORDER OF Fayetteville Police Department  
100-A West Rock Street  
Fayetteville, AR 72701

MEMO Contribution - Awards & Appreciation Banquet

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

003572 08 290883 21 600484 91

NELSON-BERNA FUNERAL HOME  
P.O. BOX 8982  
FAYETTEVILLE, AR 72703

THE BANK OF FAYETTEVILLE  
FAYETTEVILLE, AR 72701  
81-161/829

A. 4  
Fayetteville Police  
Department Donations  
Page 9 of 10

11/2/2009

PAY TO THE  
ORDER OF Fayetteville Police Department

\$ \*\*100.00

One Hundred and 00/100 \*\*\*\*\* DOLLARS

Fayetteville Police Department  
Attention: Awards Committee  
100-A West Rock Street  
Fayetteville, AR 72701

*Pam Townsend*  
AUTHORIZED SIGNATURE

MEMO

Awards and Appreciation Banquet

⑈012170⑈ ⑆082901619⑆ 70035938⑈

OZARK FLOOR CO., INC.  
928 N. COLLEGE  
FAYETTEVILLE, AR 72701  
(479) 442-4451

**UB**  
UNITED BANK  
P.O. Box 1234  
Springdale, AR 72765  
81-7416-2829

55644

DATE AMOUNT  
Nov 3, 2009 \*\*\*\*\*\$100.00

Memo:

One Hundred and 00/100 Dollars

PAY

TO THE ORDER OF: FAY/FRATERNAL ORDER OF POLICE  
FAYETTEVILLE, AR 72701  
USA  
*Awards Committee*

WARRANTY 3831A8 I 00 DOLS 00 CTS

*Ken January*  
AUTHORIZED SIGNATURE

⑈055644⑈ ⑆282974161⑆ 64315426⑈



SMITH TWO-WAY RADIO, INC.  
520 NORTH COLLEGE AVE.  
FAYETTEVILLE, AR 72701-3401  
(479) 443-2222

UNITED BANK  
81-7416/2829

31427

10/29/09

PAY TO THE ORDER OF FAYETTEVILLE POLICE DEPARTMENT  
One Hundred Dollars and 00 Cents

\$ 100.00

DOLLARS

FAYETTEVILLE POLICE DEPARTMENT  
ATTENTION AWARDS COMMITTEE  
(DONATION)

*Mark Smith*

MEMO

⑈031427⑈ ⑆282974161⑆ 016431489006⑈

EXECUTIVE SQUARE, INC.  
ONE WEST MOUNTAIN  
FAYETTEVILLE, AR 72701

ARVEST BANK  
FAYETTEVILLE, AR 72701  
81-87/829

A. 4  
Fayetteville Police  
Department  
Page 10 of 10  
5207

11/5/2009

PAY TO THE ORDER OF Fayetteville Police Department

\$ \*\*100.00

One Hundred and 00/100\*\*\*\*\*

DOLLARS

Fayetteville Police Department  
Attn: Awards Committee  
100-A West Rock Street  
Fayetteville, AR 72701

*[Signature]*  
MP

MEMO

Donation-Awards & Appreciation Banquet

⑈005207⑈ ⑆082900872⑆ 0004305401⑈

38160

NORTH HILLS SURGERY CENTER  
3271 N. WIMBERLY DRIVE  
FAYETTEVILLE, AR 72703-4033  
(479) 713-6100

ARVEST BANK  
81-87-829

PAY Two Hundred and 00/100 Dollars

DATE Nov 3, 2009 CONTROL NO. AMOUNT \$200.00

TO THE ORDER OF  
FAYETTEVILLE POLICE DEPARTMENT  
ATTN: AWARDS COMMITTEE  
100-A WEST ROCK STREET  
Fayetteville, AR 72701

VOID AFTER 90 DAYS  
ADMINISTRATOR  
BOARD MEMBER  
*[Signature]*  
AUTHORIZED SIGNATURE

⑈038160⑈ ⑆082900872⑆ 0002661502⑈

City of Fayetteville Staff Review Form

A. 5  
U.S. Marshals  
Service Reimbursement  
Page 1 of 8

City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

G Tabor  
Submitted By

Patrol  
Division

Police  
Department

Action Required:

Approval of a budget adjustment to accept reimbursement of equipment and vehicle fuel expenses from the U.S. Marshal Service in the amount of \$22,000.00.

\$ 22,000.00  
Cost of this request  
1010-2920-5210.00  
1010-2920-5213.04  
Account Number  
09020-0902  
Project Number

\$ 85,000.00  
Category / Project Budget  
\$ 75,033.00  
Funds Used to Date  
\$ 9,967.00  
Remaining Balance

Police - US Marshal Service  
Program Category / Project Name  
Reimbursement  
Program / Project Category Name  
General  
Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Chief of Staff

Date

Mayor

Date

Received in City  
Clerk's Office



Received in  
Mayor's Office



Comments:

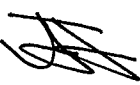




## Departmental Correspondence

---

**To:** Mayor Lioneld Jordan and Members of the City Council

**From:** Greg Tabor, Police Chief 

**Date:** November 25, 2009

**Re:** Approval of a Budget Adjustment for Equipment and Fuel Expenses from the U. S. Marshal Service

---

### Background

The Fayetteville Police Department partnered with the U.S. Marshals Service through a memorandum of understanding to share intelligence, statistical data, and reduce criminal activity. Fayetteville is one of fourteen law enforcement agencies throughout the Western District of Arkansas to be associated with the U.S. Marshal Service in this manner. U.S. Marshal Richard O'Connell has obtained federal funding to support the law enforcement activities of the participating agencies. In 2009, we have already received \$85,000 in federal funding through the U. S. Marshal Service.

### Discussion

On November 12, 2009, the U. S. Marshal Service released an additional \$22,000 for the Fayetteville Police Department to be spent on vehicle equipment and fuel. We have been allocated funding to equip two (2) unmarked vehicles with necessary equipment up to \$5,000 per vehicle for a total of \$10,000. Furthermore, these vehicles will be given \$6,000 per vehicle in a lump sum payment of \$12,000 for fuel allowance.

### Recommendation

Staff recommends acceptance of these funds and approval of a budget adjustment in the amount of \$22,000.

### Budget Impact

None.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AMENDING THE 2009 CITY BUDGET TO  
ACCEPT REIMBURSEMENT OF EQUIPMENT AND VEHICLE  
FUEL EXPENSES FROM THE U.S. MARSHALS SERVICE IN THE  
AMOUNT OF \$22,000.00

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

Section 1. The City Council of the City of Fayetteville, Arkansas hereby  
amends to the 2009 city budget pursuant to the attached budget adjustment,  
which is incorporated into this Resolution by reference as if set out word for  
word herein, accepting reimbursement of equipment and vehicle fuel expenses  
from the U.S. Marshals Service in the amount of \$22,000.00.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

By: \_\_\_\_\_  
SONDRA E. SMITH, City Clerk/Treasurer

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

A. 5  
U.S. Marshals  
Service Reimbursement  
Page 4 of 8

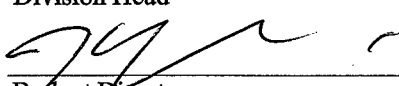
|                                |                                                                                                |                                         |                          |
|--------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------|
| <b>Budget Year</b><br><br>2009 | <b>Department:</b> Police<br><b>Division:</b> Police<br><b>Program:</b> Police/Animal Projects | <b>Date Requested</b><br><br>12/15/2009 | <b>Adjustment Number</b> |
|--------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------|

|                                                                     |                                                                           |
|---------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>Project or Item Added/Increased:</b><br>Minor Equipment and Fuel | <b>Project or Item Deleted/Reduced:</b><br>Miscellaneous Revenue - Police |
|---------------------------------------------------------------------|---------------------------------------------------------------------------|

|                                                                                                                                              |                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification of this Increase:</b><br>Recognize expenses resulting from federal funds allocated for unmarked vehicle equipment and fuel. | <b>Justification of this Decrease:</b><br>Recognize federal funding through the U.S. Marshal Service to support law enforcement activity throughout the Western District of Arkansas. |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Increase Budget                           |                |      |      |    |        |                |      |
|-------------------------------------------|----------------|------|------|----|--------|----------------|------|
| Account Name                              | Account Number |      |      |    | Amount | Project Number |      |
| Minor Equipment                           | 1010           | 2920 | 5210 | 00 | 10,000 | 09020          | 0902 |
| Fuel                                      | 1010           | 2920 | 5213 | 04 | 12,000 | 09020          | 0902 |
| Decrease Budget                           |                |      |      |    |        |                |      |
| Account Name                              | Account Number |      |      |    | Amount | Project Number |      |
| Miscellaneous Revenue - Police Department | 1010           | 0001 | 4996 | 00 | 22,000 | 09020          | 0902 |
|                                           |                |      |      |    |        |                |      |

V.090403

|                                                                                    |             |
|------------------------------------------------------------------------------------|-------------|
| <b>Division Head</b>                                                               | <b>Date</b> |
|  | 12/15/09    |
| <b>Budget Director</b>                                                             | <b>Date</b> |
|  | 11-16-09    |
| <b>Department Director</b>                                                         | <b>Date</b> |
| <b>Finance Director</b>                                                            | <b>Date</b> |
| <b>Chief of Staff</b>                                                              | <b>Date</b> |
| <b>Mayor</b>                                                                       | <b>Date</b> |

**Budget & Research Use Only**

Type:    A       B       C       D       E

Requested By \_\_\_\_\_

General Ledger Date \_\_\_\_\_

Posted to General Ledger    Initial \_\_\_\_\_ Date \_\_\_\_\_

Posted to Project Accounting    Initial \_\_\_\_\_ Date \_\_\_\_\_



**U.S. Department of Justice**

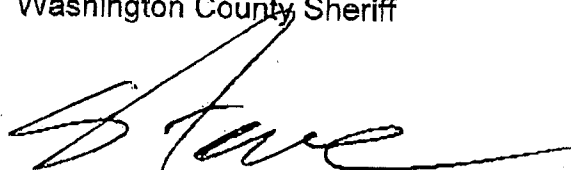
United States Marshals Service

*Western District of Arkansas*

November 12, 2009

MEMORANDUM TO: Task Force Participants (2009 Vehicle Recipients)

Alma Police Dept  
Arkansas Dept of Community Corrections  
Benton County Sheriff  
Clarksville Police Dept  
Fayetteville Police Dept  
Greenwood Police Dept  
Johnson County Sheriff  
Madison County Sheriff  
Miller County Sheriff  
Polk County Sheriff  
Siloam Springs Police Dept  
Springdale Police Dept  
Texarkana (AR) Police Dept  
Washington County Sheriff

FROM:   
Steve Moody, Administrative Officer,  
Western District of Arkansas

SUBJECT: Vehicle Equipment & Fuel Invoicing Instructions

ENCLOSURE: (1) ACH Form  
(2) Invoice Sample

This District has received funding for equipping and fueling the vehicles you purchased in September.

Unlike those vehicle purchases with USMS Headquarters processing the invoices, reimbursement of these expenditures will be processed locally. Those of you who have been reimbursed for OT from us in the past no doubt know it is easier and much quicker when processed from our office. The reimbursement will be made directly to your organization, not to the vendors.

This office, however, will now be paying by direct deposit instead of mailing checks. Accordingly, you must complete and return Enclosure (1) immediately.

Please do not wait until you are also invoicing for reimbursement to return the ACH Form – it should be forwarded to me right away so that when you invoice later for reimbursement you will already be in the finance system for the direct deposit payments. Again, the payments will be processed locally, so while you are getting direct deposits instead of checks, the payments will be just as quick.

When you receive direct deposits in the future the description line will include one of the following:

- TFRetrofitting (for Vehicle Equipment)
- TFFuel (for Fuel Reimbursement)
- TaskForceOT (for Overtime)
- TFEquipment (for General Equipment)

You are each allotted \$5,000 per vehicle for equipment and \$6,000 per vehicle for fuel. We are not permitted to mix the vehicle and fuel allotments, so, as an example, if you only spend \$4,000 to outfit a vehicle, you may not spend \$7,000 for fuel. If you only spend \$4,000 to outfit a vehicle, you can only be reimbursed \$4,000 and the remaining \$1,000 will be returned to HQ.

Enclosure (2) is a sample invoice. For equipping your vehicle, you may use as many vendors as necessary up to the \$5,000. You must attach proof of the expenditures, which may include a copy of the invoice from a vendor, several vendors, or equipment from a catalog. The attached documentation of what you spent to equip the vehicle should add up to the amount you are invoicing for. The invoice you submit will be very similar to invoicing for OT in the past where you listed the names, hourly rates, and hours of officers who worked. You may invoice only once for equipping each vehicle.

Invoicing for fuel will be slightly different. It would be administratively ridiculous on our end or yours to process reimbursement payments every time fuel was purchased or, frankly, even monthly. Accordingly, I offer two options for obtaining reimbursement for fuel:

1-Purchase a universal prepaid fuel card (one per vehicle at \$6,000 per vehicle) and invoice with proof attached of the fuel card purchase (receipt). Then use the fuel card until expended. Many of them also permit minor maintenance.

2-Invoice for \$6,000 per vehicle – If you plan to use your own fuel pumps or utilize existing agreements to fuel or maintain the new vehicles the way you fuel your other vehicles, the \$6,000 may simply be applied toward your fuel costs or budget, best suited to your organization. In this case, simply submit a fuel invoice for \$6,000 for each vehicle purchased.

Utilizing either of these procedures means there is only one invoice for fuel per vehicle. Please invoice for fuel no later than 12/31/09.

In addition to distribution of this Memorandum as necessary, please ensure your finance personnel get a copy.

I apologize for the length of this, but laying everything out in detail proved very effective for the purchase of the vehicles in September. All of you quickly submitted the necessary documents for reimbursement, and nationwide, we were the first District to submit everything required for all participants, and even though it seemed to take too long, your vehicle vendors were the first to be paid.

Please send invoices to: US Marshals, Western Arkansas  
S. Moody, Room #243  
30 South 6<sup>th</sup> Street  
Fort Smith, AR 72901

We remain grateful for your continued participation and cooperation and are really happy you received the vehicles and are getting this equipment and fuel. Please do not hesitate to call me at (479) 424-5020 if you have any questions.



## City of Fayetteville Staff Review Form

A. 6  
State Forfeiture  
Page 1 of 4City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items OnlyG Tabor  
Submitted BySupport Services  
DivisionPolice  
Department

## Action Required:

Approval of a budget adjustment to record state forfeiture revenue received during the third and fourth quarter of 2009 and appropriate expenses in the amount of \$5,199.

\$ 5,199.00

Cost of this request

\$ 61,558.00

Category / Project Budget

PD Law Enf. State Forfeitures

Program Category / Project Name

1010-2920-5802.00

Account Number

\$ 17,944.65

Funds Used to Date

Donations

Program / Project Category Name

03045-1

Project Number

\$ 43,613.35

Remaining Balance

General

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City  
Clerk's Office

Chief of Staff

Date

Received in  
Mayor's Office

Mayor

Date

Comments:



## **Departmental Correspondence**

---

**To:** Mayor Lioneld Jordan and Members of the City Council  
**From:** Greg Tabor, Chief of Police   
**Date:** November 25, 2009  
**Re:** **Approval of a Budget Adjustment to recognize State Forfeitures**

---

### **Background**

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4<sup>th</sup> Judicial District Drug Task Force (4<sup>th</sup> DTF) and the local office of the Federal Drug Enforcement Agency (DEA).

### **Discussion**

By statute, state forfeitures are to be spent for law enforcement purposes only. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

### **Recommendation**

Staff recommends approval of a budget adjustment to record state forfeiture revenue received during the third and fourth quarter of 2009 and appropriate expenses in the amount of \$5,199.

### **Budget Impact**

Increase expenses to correspond with state forfeiture revenue received during the third and fourth quarter of 2009.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AMENDING THE 2009 CITY BUDGET BY APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE STATE FORFEITURE REVENUE FOR THE THIRD AND FOURTH QUARTERS OF 2009 IN THE AMOUNT OF \$5,199.00 FOR USE BY THE FAYETTEVILLE POLICE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends the 2009 city budget by approving a budget adjustment, a copy of which is attached to this Resolution and incorporated herein as if set out word for word, to recognize state forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$5,199.00 for use by the Fayetteville Police Department.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

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

A. 6  
State Forfeiture  
Page 4 of 4

|                            |                                                                           |                                     |                   |
|----------------------------|---------------------------------------------------------------------------|-------------------------------------|-------------------|
| Budget Year<br><b>2009</b> | Department: Police<br>Division: Police<br>Program: Police/Animal Projects | Date Requested<br><b>12/15/2009</b> | Adjustment Number |
|----------------------------|---------------------------------------------------------------------------|-------------------------------------|-------------------|

|                                                            |                                                              |
|------------------------------------------------------------|--------------------------------------------------------------|
| Project or Item Added/Increased:<br>Vehicles and Equipment | Project or Item Deleted/Reduced:<br>State Forfeiture Revenue |
|------------------------------------------------------------|--------------------------------------------------------------|

|                                                                                                                  |                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Justification of this Increase:<br>State forfeiture funds are required to be used for law enforcement uses only. | Justification of this Decrease:<br>Revenue resulting from the disbursement of seized cash/property made by FPD and 4th Judicial DTF by court order. |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

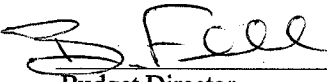
**Increase Budget**

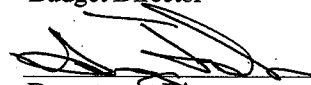
| Account Name           | Account Number |      |      |    | Amount | Project Number |   |
|------------------------|----------------|------|------|----|--------|----------------|---|
| Vehicles And Equipment | 1010           | 2920 | 5802 | 00 | 5,199  | 03045          | 1 |

**Decrease Budget**

| Account Name                 | Account Number |      |      |    | Amount | Project Number |   |
|------------------------------|----------------|------|------|----|--------|----------------|---|
| Police Law Enforcement Trust | 1010           | 0001 | 4308 | 02 | 5,199  | 03045          | 1 |

**Approval Signatures**

 11/30/09  
Budget Director Date

 11-30-09  
Department Director Date

Paul A. Belen 11-30-2009  
Finance Director Date

\_\_\_\_\_  
Chief of Staff Date

\_\_\_\_\_  
Mayor Date

**Budget & Research Use Only**

Type:    A        B        C        (D)        E

Requested By \_\_\_\_\_

General Ledger Date \_\_\_\_\_

Posted to General Ledger \_\_\_\_\_

Posted to Project Accounting \_\_\_\_\_

Initial        Date

Initial        Date

## City of Fayetteville Staff Review Form

A. 7  
Federal Forfeiture  
Page 1 of 4City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items OnlyG Tabor  
Submitted BySupport Services  
DivisionPolice  
Department

## Action Required:

Approval of a budget adjustment to record federal forfeiture revenue received during the third and fourth quarter of 2009 and appropriate expenses in the amount of \$4,094.

\$ 4,094.00  
Cost of this request\$ 61,338.00  
Category / Project BudgetPD Law Enf. Federal Forfeitures  
Program Category / Project Name1010-2920-5802.00  
Account Number\$ 9,452.49  
Funds Used to DateDonations  
Program / Project Category Name03046-1  
Project Number\$ 51,885.51  
Remaining BalanceGeneral  
Fund NameBudgeted Item ☐Budget Adjustment Attached ☒

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City  
Clerk's OfficeENTERED  
11/25/09

Chief of Staff

Date

Received in  
Mayor's OfficeENTERED  
11/25/09

Mayor

Date

Comments:

## **Departmental Correspondence**

---

**To:** Mayor Lioneld Jordan and Members of the City Council  
**From:** Greg Tabor, Police Chief   
**Date:** November 25, 2009  
**Re:** **Approval of a Budget Adjustment to recognize Federal Forfeitures**

---

### **Background**

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4<sup>th</sup> Judicial District Drug Task Force (4<sup>th</sup> DTF) and the local office of the Federal Drug Enforcement Agency (DEA).

### **Discussion**

We must follow the Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies to spend federal forfeitures. All purchases utilizing these funds will follow the City of Fayetteville Purchasing Policy.

### **Recommendation**

Staff recommends approval of a budget adjustment to record federal forfeiture revenue received during the third and fourth quarter of 2009 and appropriate expenses in the amount of \$4,094.

### **Budget Impact**

Increase expenses to correspond with federal forfeiture revenue received during the third and fourth quarter of 2009.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AMENDING THE 2009 CITY BUDGET BY APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE FEDERAL FORFEITURE REVENUE FOR THE THIRD AND FOURTH QUARTERS OF 2009 IN THE AMOUNT OF \$4,094.00 FOR USE BY THE FAYETTEVILLE POLICE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends the 2009 city budget by approving a budget adjustment, a copy of which is attached to this Resolution and incorporated herein as if set out word for word, to recognize federal forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$4,094.00 for use by the Fayetteville Police Department.

**PASSED** and **APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

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

A. 7  
Federal Forfeiture  
Page 4 of 4

|                                |                                                                           |                                         |                   |
|--------------------------------|---------------------------------------------------------------------------|-----------------------------------------|-------------------|
| Budget Year<br><br><b>2009</b> | Department: Police<br>Division: Police<br>Program: Police/Animal Projects | Date Requested<br><br><b>12/15/2009</b> | Adjustment Number |
|--------------------------------|---------------------------------------------------------------------------|-----------------------------------------|-------------------|

|                                                                   |                                                                       |
|-------------------------------------------------------------------|-----------------------------------------------------------------------|
| Project or Item Added/Increased:<br><b>Vehicles and Equipment</b> | Project or Item Deleted/Reduced:<br><b>Federal Forfeiture Revenue</b> |
|-------------------------------------------------------------------|-----------------------------------------------------------------------|

|                                                                                                                    |                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Justification of this Increase:<br>Federal forfeiture funds are required to be used for law enforcement uses only. | Justification of this Decrease:<br>Revenue resulting from the court ordered disbursement of federally seized cash/property made by DEA, 4th Judicial DTF, and /or FPD. |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Increase Budget**

| Account Name           | Account Number    | Amount | Project Number |
|------------------------|-------------------|--------|----------------|
| Vehicles And Equipment | 1010 2920 5802 00 | 4,094  | 03046 1        |

**Decrease Budget**

| Account Name        | Account Number    | Amount | Project Number |
|---------------------|-------------------|--------|----------------|
| Federal Forfeitures | 1010 0001 4504 00 | 4,094  | 03046 1        |

**Approval Signatures**

|                                                                                     |                   |
|-------------------------------------------------------------------------------------|-------------------|
|   | <b>11/25/09</b>   |
| Budget Director                                                                     | Date              |
|   | <b>11-25-09</b>   |
| Department Director                                                                 | Date              |
| <b>Paul a. Bahr</b>                                                                 | <b>11-30-2009</b> |
| Finance Director                                                                    | Date              |
|  | <b>11-30-09</b>   |
| Chief of Staff                                                                      | Date              |
| _____<br>Mayor                                                                      | _____<br>Date     |

**Budget & Research Use Only**

Type:    A        B        C        **(D)**        E

Requested By \_\_\_\_\_

General Ledger Date \_\_\_\_\_

Posted to General Ledger \_\_\_\_\_

Posted to Project Accounting \_\_\_\_\_

|               |            |
|---------------|------------|
| Initial _____ | Date _____ |
| Initial _____ | Date _____ |

## City of Fayetteville Staff Review Form

A. 8  
IRS/Treasury Forfeiture  
Page 1 of 4City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items OnlyG Tabor  
Submitted BySupport Services  
DivisionPolice  
Department

## Action Required:

Approval of a budget adjustment to record IRS/Treasury forfeiture revenue received during fiscal year 2009 and appropriate expenses in the amount of \$36,536.

\$ 36,536.00

Cost of this request

\$ -

Category / Project Budget

IRS/Treasury Forfeitures

Program Category / Project Name

1010-2920-5802.00

Account Number

\$ -

Funds Used to Date

Donations

Program / Project Category Name

09024-2009

Project Number

\$ -

Remaining Balance

General

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City  
Clerk's Office

Chief of Staff

Date

Received in  
Mayor's Office

Mayor

Date

Comments:





Fayetteville Police Department  
100-A West Rock  
Fayetteville, AR 72701  
Telephone: (479) 587-3555  
Fax: (479) 587-3563

## **Departmental Correspondence**

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**To:** Mayor Lioneld Jordan and Members of the City Council

**From:** Greg Tabor, Police Chief 

**Date:** November 25, 2009

**Re:** **Approval of a Budget Adjustment to recognize IRS/Treasury Forfeitures**

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### **Background**

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. The forfeitures we have received are a direct result from the efforts of the officer we assign to the IRS Financial Crimes Task Force.

### **Discussion**

We must follow the Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies to spend IRS/Treasury forfeitures. All purchases utilizing these funds will follow the City of Fayetteville Purchasing Policy.

### **Recommendation**

Staff recommends approval of a budget adjustment to record IRS/Treasury forfeiture revenue received during fiscal year 2009 and appropriate expenses in the amount of \$36,536.

### **Budget Impact**

Increase expenses to correspond with IRS/Treasury forfeiture revenue received during fiscal year 2009.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AMENDING THE 2009 CITY BUDGET BY APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE U.S. DEPARTMENT OF THE TREASURY/INTERNAL REVENUE SERVICE FORFEITURE REVENUE FOR THE THIRD AND FOURTH QUARTERS OF 2009 IN THE AMOUNT OF \$36,536.00 FOR USE BY THE FAYETTEVILLE POLICE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends the 2009 city budget by approving a budget adjustment, a copy of which is attached to this Resolution and incorporated herein as if set out word for word, to recognize U.S. Department of the Treasury/Internal Revenue Service forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$36,536.00 for use by the Fayetteville Police Department.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

City of Fayetteville, Arkansas  
Budget Adjustment Form

|                            |                                                                           |                                     |                   |
|----------------------------|---------------------------------------------------------------------------|-------------------------------------|-------------------|
| Budget Year<br><b>2009</b> | Department: Police<br>Division: Police<br>Program: Police/Animal Projects | Date Requested<br><b>12/15/2009</b> | Adjustment Number |
|----------------------------|---------------------------------------------------------------------------|-------------------------------------|-------------------|

|                                                            |                                                                     |
|------------------------------------------------------------|---------------------------------------------------------------------|
| Project or Item Added/Increased:<br>Vehicles and Equipment | Project or Item Deleted/Reduced:<br>IRS/Treasury Forfeiture Revenue |
|------------------------------------------------------------|---------------------------------------------------------------------|

|                                                                                                                         |                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Justification of this Increase:<br>IRS/Treasury forfeiture funds are required to be used for law enforcement uses only. | Justification of this Decrease:<br>Revenue resulting from the court ordered disbursement of federally seized cash/property made by IRS/Treasury agencies. |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|

| Increase Budget        |                |      |      |    |        |                |      |
|------------------------|----------------|------|------|----|--------|----------------|------|
| Account Name           | Account Number |      |      |    | Amount | Project Number |      |
| Vehicles And Equipment | 1010           | 2920 | 5802 | 00 | 36,536 | 09024          | 2009 |

| Decrease Budget          |                |      |      |    |        |                |      |
|--------------------------|----------------|------|------|----|--------|----------------|------|
| Account Name             | Account Number |      |      |    | Amount | Project Number |      |
| IRS/Treasury Forfeitures | 1010           | 0001 | 4504 | 01 | 36,536 | 09024          | 2009 |

|                                                                                                           |                           |                                       |                   |
|-----------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------|-------------------|
| Approval Signatures                                                                                       |                           | Budget & Research Use Only            |                   |
| <br>Budget Director     | <u>11/25/09</u><br>Date   | Type:    A       B       C <u>D</u> E |                   |
| <br>Department Director | <u>11-25-09</u><br>Date   | Requested By                          | _____             |
| <u>Paul A. Berke</u><br>Finance Director                                                                  | <u>11-30-2009</u><br>Date | General Ledger Date                   | _____             |
| Chief of Staff                                                                                            | Date                      | Posted to General Ledger              | Initial      Date |
| Mayor                                                                                                     | Date                      | Posted to Project Accounting          | Initial      Date |

## City of Fayetteville Staff Review Form

A. 9  
Environmental Consulting  
Operations, Inc.  
Page 1 of 8

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

15-Dec-09

**City Council Meeting Date  
Agenda Items Only**

David Jurgens  
**Submitted By**

Water and Sewer  
**Division**

Utilities  
**Department**

**Action Required:**

Approval of Amendment 4 to the Engineering contract with Environmental Consulting Operations, Inc., (ECO) for \$175,200, for WSIP and wetlands mitigation site stormwater, wetlands, and environmental issues.

|                      |         |
|----------------------|---------|
| \$                   | 110,400 |
| \$                   | 64,800  |
| Cost of this request |         |
| 4520.9530.5315.00    |         |
| 5400.5800.5315.00    |         |
| Account Number       |         |
| 02133.0001           |         |
| N/A                  |         |
| Project Number       |         |

|                           |            |
|---------------------------|------------|
| \$                        | 19,739,981 |
| \$                        | 7,461,353  |
| Category / Project Budget |            |
| \$                        | 11,387,751 |
| \$                        | -          |
| Funds Used to Date        |            |
| \$                        | 8,352,230  |
| \$                        | 7,461,353  |
| Remaining Balance         |            |

|                                 |
|---------------------------------|
| Wastewater System Imp Project   |
| Water/Wastewater                |
| Program Category / Project Name |
| Wastewater System Imp Project   |
| Wastewater Treatment            |
| Program / Project Category Name |
| Water and Sewer                 |
| Water and Sewer                 |
| Fund Name                       |

**Budgeted Item** ☒ **XX**

**Budget Adjustment Attached** ☐

*David Jurgens*  
Department Director

25 Nov 09  
Date

Previous Ordinance or Resolution # 4515

*John Kelly*  
City Attorney

11-30-09  
Date

Original Contract Date: 10/7/2003

Original Contract Number: 932

*Paul A. Becker*  
Finance and Internal Services Director

11-30-2009  
Date

Received in City  
Clerk's Office



*Kim G*

*Don Man*  
Chief of Staff

12-1-09  
Date

Received in  
Mayor's Office



*Frederick Jordan*  
Mayor

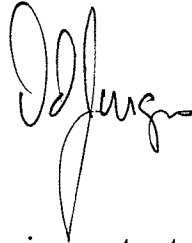
12/1/09  
Date

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: November 18, 2009

Subject: Approval of Amendment 4 to the Engineering contract with Environmental Consulting Operations, Inc., (ECO) for \$175,200, for WSIP and wetlands mitigation site stormwater, wetlands, and environmental issues

## **RECOMMENDATION**

City Administration recommends approval of Amendment 4 to the Engineering contract with Environmental Consulting Operations, Inc., for \$175,200, for WSIP and wetlands mitigation site stormwater, wetlands, and environmental issues as required by the Corps of Engineers and ADEQ.

## **BACKGROUND**

ECO, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and is tasked to ensure full compliance with the related regulations and permits. Under their supervision, contractors working for the City have completed over \$135 million in work without a single permit violation. ECO also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period.

## **DISCUSSION**

This amendment covers these work tasks:

(1) Extra work performed due to the weather. The excessive rain this year caused significant additional work relating to stream crossings and wetlands area activities of the ECO contract. Instead of performing monthly compliance inspections as has been the norm, bi-weekly inspections and additional post-storm assistance has been required.

(2) Extra work caused by contractor errors (SJ Louis on EL-3). \$27,230 will be withheld from SJ Louis payments, and will result in no net additional cost to the City.

(3) Work required for sewer lines and lift stations in the Owl Creek sewer basin (WSIP WL-13, 14, and 15) which are being executed to address the growth and potential growth within that basin.

(4) Wetlands monitoring and Corps of Engineers compliance for 2010. The intent from the beginning of the WSIP process was to execute the wetlands monitoring change order annually, as the work load will change with time. The Corps of Engineers permit requires a seven year monitoring period. Funding for these succeeding years will come from the Wastewater Treatment program.

## **BUDGET IMPACT**

Funds are available within the appropriate budgets. This change order is for \$175,200. \$64,800 is covered by wastewater treatment funding, \$27,230 is offset by deductions from contractor payments, and \$83,170 is for WSIP construction work.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE ENGINEERING CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$175,200.00 FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECT AND WETLANDS MITIGATION SITE STORMWATER, WETLANDS AND ENVIRONMENTAL ISSUES, AS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS AND THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves Amendment No. 4 to the engineering contract with Environmental Consulting Operations, Inc. in the amount of \$175,200.00 for Wastewater System Improvements Project and wetlands mitigation site stormwater, wetlands and environmental issues, as required by the U.S. Army Corps of Engineers and the Arkansas Department of Environmental Quality. A copy of Amendment No. 4, marked Exhibit "A," is attached hereto and made a part hereof.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDON**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

**AMENDMENT NO. 4**  
**TO**  
**AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES**  
**BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND**  
**ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED**  
**FOR**  
**WSIP DESIGN/CONSTRUCTION/POST-CONSTRUCTION**  
**ENVIRONMENTAL CONSULTING SERVICES**

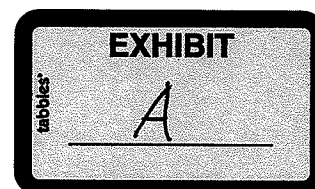
**THIS AMENDMENT NO. 4** to the Agreement For Professional Environmental Consulting Services, dated September 16, 2003 (the "Agreement"), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with the Wastewater System Improvements Project (WSIP) is made and entered into for purposes of amending certain provisions of the Agreement to address unanticipated WSIP design and scheduling changes and changes to requirements for environmental regulatory compliance and the scope of construction contracts in association with the CITY's WSIP.

**NOW THEREFORE**, the CITY and ECO agree to amend the Section 2 "BASIC SERVICES of ECO" as follows:

**1. Part A - Project Administration And Management** – ECO shall provide the following in association with the Amendment No. 3 described herein:

- 1.1 General administration and project management activities;
- 1.2 Perform project initiation activities;
- 1.3 Provide environmental regulatory information to CITY, Designers, and Contractors;
- 1.4 Meet with Design Professionals for information exchange, goal setting, setting timelines, reviewing plans/drawings;
- 1.5 Meet with regulatory control authorities, if necessary, for compliance evaluations and to address violations;
- 1.6 Perform ECO's internal project control including budgeting, scheduling, and quality control activities;
- 1.7 Provide environmental regulatory updates to CITY for project website;
- 1.8 Review Contractor submittals associated with environmental compliance.

**2. Part B – Design/Construction/Post-Construction Phase Environmental Consulting Services For WSIP Contracts WL-8 (Owl Creek Lift Station and Force Main), WL-13 (Broyles Road Gravity Sewer), WL-14 (Broyles Road Force Main) and WL-15 (Broyles Road Lift Station).** These WSIP Contracts were not a part of the original WSIP contracts for which environmental regulatory permit applications were completed and submitted to environmental regulatory permitting agencies and required permits were issued to the CITY. Regulated construction activities will require a Section 404 permit to be issued by the Department of Army Corps of Engineers; the ADEQ General Stormwater Permit for



Construction Activities; and a Short-Term Activity Authorization to be issued by ADEQ. At the current time, it is anticipated this work will involve may be divided into four (4) separate contracts and a period of service that will not extend beyond March 30, 2011.

2.1 Upon receipt of alignment drawings from Designer, ECO shall conduct design surveys for Contracts WL-8, WL-13, WL-14 and WL-15 to evaluate the presence of environmental features to include, but not be restricted to, streams, seeps, caves and other karst features, wetlands, and other ecologically sensitive areas.

2.2 ECO will prepare technical criteria, written descriptions, and applications necessary for filing applications for Contracts WL-8, WL-13, WL-14 and WL-15 permits from or approvals of governmental authorities having jurisdiction to review or approve the environmental regulatory permitting of the WSIP and assist in securing approvals typically required by law for projects similar to the one for which ECO's services are being engaged. Actual filing and permit fees will be paid by CITY. ECO will assist CITY in consultations with appropriate authorities.

2.3 ECO will arrange for applicable environmental regulatory permit requirements of Contracts WL-8, WL-13, WL-14 and WL-15 to be transmitted to CITY and WSIP Design Professionals who will be preparing bidding notices to be sent to Contractors.

2.4 ECO will prepare environmental regulatory permitting requirements and Best Management Practices Plans (BMPPs) to include SWPPPs, Section 404 permit special measures for stream and wetland crossings, Short-Term Activity Authorization requirements, a Cave System Contingency Plan, and a Spill Prevention Control and Countermeasures Plan for incorporation in the Contract Documents to show the character and scope of the Work to be performed by contractors on Contracts WL-8, WL-13, WL-14 and WL-15 (hereinafter called the "environmental regulatory permitting requirements"), and environmental regulatory portions of Section 02270 Environmental Specifications for review and approval by CITY, its legal counsel, and other advisors as appropriate, and assist CITY in the preparation of other related documents.

2.5 ECO shall not be required to attend the Contracts WL-8, WL-13, WL-14 and WL-15 Pre-Bid Conference(s). As needs arise for further explanations of the environmental regulatory requirements or as questions are posed from prospective bidders, ECO shall consider the questions received and provide the necessary clarifications and changes to the CITY for dissemination to concerned parties.

2.6 ECO shall not be required to attend the Contract WL-8 Pre-Construction Conference(s).

2.7 ECO will conduct no more than two (2) Environmental Training Sessions (one each for Contracts WL-8, WL-13, WL-14 and WL-15) to address contract-specific environmental regulatory requirements.

2.8 ECO will conduct periodic (typically monthly) visual on-site observations of Contracts WL-8, WL-13, WL-14 and WL-15 construction activities to evaluate implementation of BMPs and regulatory compliance status of activities conducted by Contractors and communicate observations and provide recommendations to applicable Design Professionals and CITY, and assist Design Professionals in the preparation of other related documents pertaining to environmental regulatory issues.

2.9 Upon completion of Contracts WL-8, WL-13, WL-14 and WL-15, ECO will evaluate Contractor's compliance with CITY'S environmental regulatory requirements, communicate findings to CITY and conduct activities to terminate applicable environmental regulatory permits.



**3. Part C – WSIP Construction Phase Services for Contracts EL-3, EL-5** – ECO will conduct periodic (typically monthly) visual on-site observations of Contracts EL-3, EL-5 construction activities to evaluate implementation of BMPs and regulatory compliance status of activities conducted by Contractors and communicate observations and provide recommendations to applicable Design Professionals and CITY, assist Design Professionals in the preparation of other related documents pertaining to environmental regulatory issues, and conduct activities to terminate applicable environmental regulatory permits during a period of service that will not extend beyond March 1, 2010.

**4. Part D – WSIP Wetland And Stream Mitigation Site Monitoring –**

ECO shall conduct annual monitoring at the CITY’S WSIP Wetland Mitigation Site for a period of service to not extend beyond December 31, 2010, and complete and submit the monitoring report to the Corps of Engineers as specified in the CITY’S WSIP Section 404 permit. ECO’s renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for annual monitoring at the CITY’S WSIP Wetland Mitigation Site for monitoring years beyond 2010.

4.2 ECO will conduct the required stream mitigation monitoring required by the CITY’S WSIP Nationwide Section 404 permit No. 14207-1 for the year 2010.

**5. Part E – WSIP Wetland Mitigation Site Management, Planning, And Coordination -**

ECO shall provide WSIP Wetland Mitigation Site Management, Planning, and Coordination for a period of service to not extend beyond December 31, 2010. ECO’s renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for annual site management, planning, and coordination at the CITY’S WSIP Wetland Mitigation Site beyond 2010.

**7. Compensation** - For the amended Scope of Services described herein, CITY shall pay ECO the sum of the following, as specified below and as shown on the Cost Detail:

7.1 For the authorization of the amended scope of services, the total payment shall be a lump sum “not to exceed” amount of **ONE HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED U.S. DOLLARS (\$175,200.00)**.

**Contract Amendment No. 4 Cost Detail**

| <b>ECO SCOPE</b>                                                                                            | <b>Proposed 2010 to be paid under Amendment No. 4 budget</b> |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>PART A - Project Administration &amp; Management</b>                                                     | <b>\$36,500</b>                                              |
| <b>PART B – Contracts WL-8, WL-13, WL-14, WL-15 Design Services</b>                                         | <b>\$25,900</b>                                              |
| <b>PART C - Contracts WL-8, WL-13, WL-14, WL-15 Construction/Post-Construction Services</b>                 | <b>\$48,000</b>                                              |
| <b>PART D – Basic Contract Fees for WSIP Wetland And Stream Mitigation Site Monitoring</b>                  | <b>Year 2010 = \$37,080</b>                                  |
| <b>PART E – Basic Contract Fees for WSIP Wetland Mitigation Site Management, Planning, and Coordination</b> | <b>Year 2010 = \$27,720</b>                                  |
| <b>Subtotals</b>                                                                                            | <b>\$175,200</b>                                             |

7.2 Contract will automatically renew for additional 1-year terms upon mutual agreement by both the City and ECO. The City may consider annual adjustment of prices and fees limited to an annual adjustment of prices and fees for the remaining terms. Such adjustment must be requested in writing, not less than sixty (60) days prior to the end of the current term. Contract renewals are subject to budget availability.

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

**CITY's address:**  
**113 West Mountain**  
**Fayetteville, Arkansas 72701**

**ECO's address:**  
**17724 Interstate 30, Suite 5A**  
**Benton, Arkansas 72019**

This Amendment No. 4 together with Agreement constitutes the entire agreement between CITY and ECO and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by and authorized representative of the CITY and ECO.

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

**ENVIRONMENTAL CONSULTING  
OPERATIONS, INC.**

By: Bruce Shackleford  
Bruce Shackleford, President

Date: 11/23/09

**CITY OF FAYETTEVILLE, ARKANSAS**

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sondra Smith  
City Clerk

Date: \_\_\_\_\_

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

**End Of Amendment No. 4 To Agreement For Environmental Consulting Services**



## City of Fayetteville Staff Review Form

A. 10  
 Bid # 09-52 United Engines, LLC  
 Page 1 of 10

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

15-Dec-09

**City Council Meeting Date  
 Agenda Items Only**

David Jurgens  
**Submitted By**

Water and Sewer  
**Division**

Utilities  
**Department**

**Action Required:**

Approval of purchase of seven backup power generators for wastewater lift stations from United Engines, LLC for \$104,306, plus tax, and approve a budget adjustment for \$113,954.

\$ 113,954

Cost of this request

\$ 115,000

Category / Project Budget

Water/Wastewater

Program Category / Project Name

5400.5800.5801.00

Account Number

\$ 104,618

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

02068.1

Project Number

\$ 10,382

Remaining Balance

Water and Sewer

Fund Name

**Budgeted Item** ☒

**Budget Adjustment Attached** ☒

David Jurgens  
 Department Director

25 Nov 09  
 Date

Previous Ordinance or Resolution # \_\_\_\_\_

Jeff Keller  
 City Attorney

11-30-09  
 Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Paul a. Beutner  
 Finance and Internal Services Director

12-1-2009  
 Date

Received in City  
 Clerk's Office



Don Man  
 Chief of Staff

12-1-09  
 Date

Received in  
 Mayor's Office



Donnell Jarbo  
 Mayor

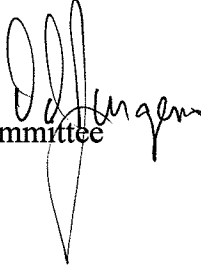
12/2/09  
 Date

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: November 25, 2009

Subject: Purchase of seven backup power generators for wastewater lift stations from United Engines, LLC for \$104,305.64, plus tax, and approve a budget adjustment for \$113,954.

## **RECOMMENDATION**

Staff recommends approval of the purchase of seven backup power generators for wastewater lift stations from United Engines, LLC. for \$104,305.64, plus tax of \$9,648.27, and approval of a budget adjustment of \$113,954.

## **BACKGROUND**

The City's latest National Pollution Prevention Discharge (NPDES) permits require backup power to wastewater facilities. Generators have been provided to all plants and all components of the WSIP; as funds are available we have gradually added generators to achieve the mandate of having 100% of our lift stations equipped with backup power.

## **DISCUSSION**

Generators were planned as part of the wastewater operations capital budget. United Engines LLC was the lowest bidder that met specifications at the August 25, 2009 bid opening. This purchase of seven additional generators would use the same prices from the initial bid. OMI will be responsible for the installation of the generators, which operate on natural gas.

These generators bring the City closer to 100% compliance with our NPDES permit requirements, and significantly reduce the risk of sewer overflows due to power outages. The generators also reduce the necessity and frequency of employee trips to lift stations during inclement weather, thereby improving employee safety on the job. The SCADA system will continue to alert staff to issues at lift stations so any unforeseen occurrence that can not be handled remotely and with the generator will be addressed in a timely manner. Power outages at eight lift stations during the January 2009 ice storm resulted in 467,400 gallons of sewage overflow, which was reported to ADEQ as required. The lift stations that will receive these generators are prioritized based on factors including the volume pumped by the lift station, proximity to a residence, and other risk factors. If this purchase is approved, 30 of 38 lift stations will have backup power.

## **BUDGET IMPACT**

Funds are available within the Wastewater Treatment program. \$10,382 is available in the Lift Station Maintenance and Replacement project budget. A budget adjustment of \$103,572 is attached moving funds from the WWTP Equipment Maintenance and Replacement project to the Lift Station project.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDING BID #09-52 AND APPROVING THE PURCHASE OF SEVEN BACKUP POWER GENERATORS FROM UNITED ENGINES, LLC IN THE AMOUNT OF \$113,954.00 FOR USE AT WASTEWATER LIFT STATIONS; AND AMENDING THE 2009 CITY BUDGET BY APPROVING A BUDGET ADJUSTMENT OF \$113,954.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #09-52 and approves the purchase of seven (7) backup power generators from United Engines, LLC in the amount of \$113,954.00 for use at wastewater lift stations.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the 2009 city budget by approving a budget adjustment, a copy of which is attached to this Resolution and incorporated herein as if set out word for word, in the amount of \$113,954.00.

**PASSED and APPROVED** this 15<sup>th</sup> day of Decemeber, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

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

A. 10  
Bid # 09-52 United Engines, LLC

Page 4 of 10

|                            |                                                                                                                              |                                     |                   |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------|
| Budget Year<br><b>2009</b> | Department: <b>Operations</b><br>Division: <b>Wastewater Treatment</b><br>Program: <b>Wastewater Treatment Plant Capital</b> | Date Requested<br><b>11/18/2009</b> | Adjustment Number |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------|

|                                                                                                                                                                               |                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project or Item Added/Increased:</b><br>\$103,572.00 is requested in the Water/Sewer-Wastewater Treatment Plant Fixed Asset account to Upgrade/Replace Lift Stations-WWTP. | <b>Project or Item Deleted/Reduced:</b><br>Move monies from Wastewater Treatment Plant (WWTP) equipment maintenance to fixed assets. Also to move monies from one account number to another with in the lift station maintenance project to cover all expenditures for the generators. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

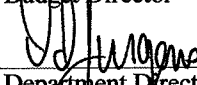
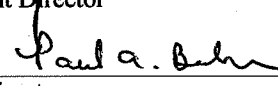
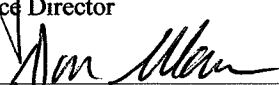
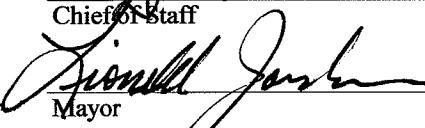
|                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification of this Increase:</b><br>Increase is due to purchase of seven backup power generators for wastewater lift stations. The City's latest National Pollution Prevention Discharge (NPDES) permits require backup power to wastewater facilities including lift stations. Generators have been provided to all plants and all components of the WSIP project. This increase provides funding for lift stations that were not part of the WSIP. | <b>Justification of this Decrease:</b><br>WWTP equipment replacement is, at the moment, a lower priority than installing the backup power generators. Sufficient funding remains in the WWTP equipment project to meet annual project objectives. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Increase Budget |                |      |      |    |         |                |   |
|-----------------|----------------|------|------|----|---------|----------------|---|
| Account Name    | Account Number |      |      |    | Amount  | Project Number |   |
| Fixed Assets    | 5400           | 5800 | 5801 | 00 | 103,572 | 02068          | 1 |
| Fixed Assets    | 5400           | 5800 | 5801 | 00 | 10,382  | 02068          | 1 |

| Decrease Budget       |                |      |      |    |         |                |   |
|-----------------------|----------------|------|------|----|---------|----------------|---|
| Account Name          | Account Number |      |      |    | Amount  | Project Number |   |
| Fixed Assets          | 5400           | 5800 | 5801 | 00 | 103,572 | 02069          | 1 |
| Plant Equipment Maint | 5400           | 5800 | 5414 | 00 | 10,382  | 02068          | 1 |

V.090403

|                                                                                     |            |
|-------------------------------------------------------------------------------------|------------|
| Division Head                                                                       | Date       |
|   | 11/25/09   |
| Budget Director                                                                     | Date       |
|   | 25 Nov 09  |
| Department Director                                                                 | Date       |
|  | 11-30-2009 |
| Finance Director                                                                    | Date       |
|  | 12-1-09    |
| Chief of Staff                                                                      | Date       |
|   | 12/2/09    |
| Mayor                                                                               | Date       |

| Budget & Research Use Only   |         |      |   |   |   |
|------------------------------|---------|------|---|---|---|
| Type:                        | A       | B    | C | D | E |
| Requested By                 |         |      |   |   |   |
| General Ledger Date          |         |      |   |   |   |
| Posted to General Ledger     |         |      |   |   |   |
|                              | Initial | Date |   |   |   |
| Posted to Project Accounting |         |      |   |   |   |
|                              | Initial | Date |   |   |   |

**Generators Purchase: Phase 2**  
**Vendor: United Engines LLC**

A. 10  
 Bid # 09-52 United Engines, LLC  
 Page 5 of 10

| <b>2009 Planned Expenditures</b> | <b>Priority</b> | <b>CIP</b>  | <b>Voltage</b> | <b>Phase</b> | <b>HP</b> | <b>ATS AMP</b> | <b>Gen Type</b> | <b>Orginal PO Like Item</b> |
|----------------------------------|-----------------|-------------|----------------|--------------|-----------|----------------|-----------------|-----------------------------|
| LS#1 - 978 E Zion Road           | 3               | \$14,041.17 | 240            | 3PH          | 7.5       | 100            | QT025A          | C-LS27                      |
| LS#10 - 716 Futrall Drive        | 3               | \$14,041.17 | 240            | 3PH          | 7.5       | 100            | QT025A          | C-LS27                      |
| LS#24 - 4071 S McCollum          | 3               | \$14,384.82 | 240            | 1 PH         | 5         | 150            | QT025A          | E-LS32                      |
| LS#34 - 4572 S School Ave        | 3               | \$14,341.24 | 480            | 3PH          | 5         | 50             | QT025A          | G-LS40                      |
| LS#35 - 3083 W 6th St            | 3               | \$14,341.24 | 480            | 3PH          | 3         | 50             | QT025A          | G-LS40                      |
| LS#36 - 1642 N Willowbrook Dr    | 3               | \$14,384.82 | 240            | 1 PH         | 1.6       | 150            | QT025A          | E-LS32                      |
| LS#39 - 2392 N Kenswick Ave      | 3               | \$18,771.18 | 480            | 3PH          | 20        | 100            | QT025A          | A-LS02                      |

**Subtotal: \$104,305.64**  
**Tax: \$9,648.27**  
**Total: \$113,953.91**



**LOCATION:**

**Van Buren, AR**



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 09-52, Emergency Standby Generators**

**DEADLINE: Tuesday, August 25, 2009 at 4:00 PM, Central Standard Time**

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

**PURCHASING AGENT: Andrea Foren, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us), 479.575.8220**

**DATE OF ISSUE AND ADVERTISEMENT: Monday, August 10, 2009**

## **INVITATION TO BID** **BID 09-52, Emergency Standby Generators**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 09-52, Emergency Standby Generators" 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: United Engines, LLC

Contact Person: Jim Walker

Title: Branch Manager

E-Mail: jwalker@unitedengines.com

Phone: (479) 474-4541

Business Address: 2108 Industrial Park Road

City: Van Buren

State: AR

Zip: 72956

Signature: Jim Walker

Date: 08/24/09

City of Fayetteville, AR

Bid 09-52, Emergency Standby Generators

Page 1 of 22

Delivery is 6-8 weeks after order placement.

**City of Fayetteville**  
**Bid 09-52, Emergency Standby Generators**  
**Bid Form**

**F.O.B. Noland Wastewater Treatment Plant, 1400 N. Fox Hunter Road, Fayetteville, AR 72701**  
**ALL PRICES BID SHALL INCLUDE SHIPPING**

| ITEM: | GENERATOR DESCRIPTION:                                | QUANTITY:            | *TOTAL PRICE        |
|-------|-------------------------------------------------------|----------------------|---------------------|
| 1.    | LS-2, 4938 Mission Blvd., Fayetteville, AR 72701      | 1                    | \$ <u>18,771.18</u> |
|       | Please Specify for Unit(s) Bid:                       |                      |                     |
|       | *MANUFACTURER: <u>Generac</u>                         | MODEL: <u>QTO55A</u> |                     |
| 2.    | LS-28, 1603 Plantation Ave., Fayetteville, AR 72703   | 1                    | \$ <u>14,341.24</u> |
|       | Please Specify for Unit(s) Bid:                       |                      |                     |
|       | *MANUFACTURER: <u>Generac</u>                         | MODEL: <u>QTO25A</u> |                     |
| 3.    | LS-27, 1031 River Meadows Dr., Fayetteville, AR 72701 | 1                    | \$ <u>14,041.17</u> |
|       | Please Specify for Unit(s) Bid:                       |                      |                     |
|       | *MANUFACTURER: <u>Generac</u>                         | MODEL: <u>QTO25A</u> |                     |
| 4.    | LS-33, 4644 N. Crossover Road, Fayetteville, AR 72701 | 1                    | \$ <u>14,341.24</u> |
|       | Please Specify for Unit(s) Bid:                       |                      |                     |
|       | *MANUFACTURER: <u>Generac</u>                         | MODEL: <u>QTO25A</u> |                     |
| 5.    | LS-32, 478 N. Durango Place, Fayetteville, AR 72703   | 1                    | \$ <u>14,384.82</u> |
|       | Please Specify for Unit(s) Bid:                       |                      |                     |
|       | *MANUFACTURER: <u>Generac</u>                         | MODEL: <u>QTO25A</u> |                     |
| 6.    | LS-38, 3710 E. Zion Road, Fayetteville, AR 72701      | 1                    | \$ <u>14,341.24</u> |
|       | Please Specify for Unit(s) Bid:                       |                      |                     |
|       | *MANUFACTURER: <u>Generac</u>                         | MODEL: <u>QTO25A</u> |                     |

**THIS FORM IS CONTINUED ON THE NEXT PAGE. . .**

7. LS-40, 1811 S. Cherry Hills Dr. Fayetteville,  
AR 72701

1

\$ 14,341.24

Please Specify for Unit(s) Bid:

\*MANUFACTURER: Generac

MODEL: QTO25A

TOTAL BID PRICE:

\$ 104,562.13

Items 1 through 7 will be awarded to a single vendor. All or none.

**EXECUTION OF BID -**

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

Upon signing this Bid, the bidder certifies that:

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

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

\*NAME OF FIRM: United Engines, LLC

*Purchase Order/Payments shall be issued to this name*

\*BUSINESS ADDRESS: 2108 Industrial Park Road

\*CITY: Van Buren

\*STATE: AR

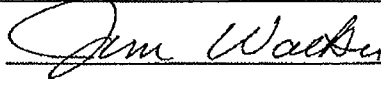
\*ZIP: 72956

\*PHONE: (479) 474-4541

FAX: (479) 474-4867

\*E-MAIL: jwalker@unitedengine.com

\*BY: (PRINTED NAME) Jim Walker

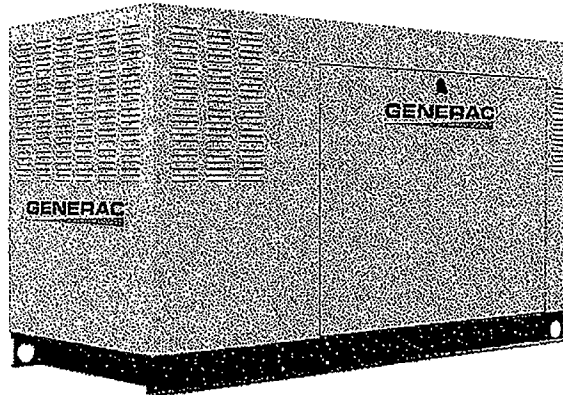
\*AUTHORIZED SIGNATURE: 

\*TITLE: Branch Manager

# QT025A

## Liquid Cooled Gas Engine Generator Sets

Standby Power Rating  
25 kW 60 Hz



### GENERAC 2.4L ENGINE

Naturally Aspirated  
Gaseous Fueled  
QT025A

Meets 2009 EPA Emission Regulations

### STANDARD EQUIPMENT

- All Input connections in one single area
- High coolant temperature shutdown
- Low oil pressure shutdown
- Low coolant level automatic shutdown
- Overspeed automatic shutdown
- Crank timer
- Exercise timer
- Oil drain extension
- Cool flow radiator
- Closed coolant recovery system
- UV/Ozone resistant hoses
- Watertight state of the art electrical connectors
- Mainline circuit breaker
- Radiator drain extension
- Battery charge alternator
- 10 Amp static battery charger
- Battery and battery cables
- Battery rack
- Fan and belt guards
- Isochronous governor
- Flex fuel line
- Coolant heater

### FEATURES

- Innovative design and fully prototype tested
- UL2200 Listed
- Solid state frequency compensated voltage regulator
- Dynamic and static battery charger
- Sound attenuated acoustically designed enclosure
- Quiet test for low noise level exercise
- Acoustically designed engine cooling system
- High flow low noise factory engineered exhaust system
- State of the art digital control system with H100 digital control panel
- Watertight electrical connectors
- Rodent proof construction
- High efficiency, low distortion Generac designed alternator
- Vibration isolated from mounting base
- Matching Generac transfer switches engineered and tested to work as a system
- All components easily accessible for maintenance
- Electrostatically applied powder paint

# GENERAC®

# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:  
Date: A. 10  
11/18/2009 Bid # 09-52 United Engines LLC  
P.O Number:  
Expected Delivery Date: Page 10 of 10  
ASAP

|                                            |                                           |                                                                                       |
|--------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------|
| Vendor #:<br><b>19362</b>                  | Vendor Name:<br><b>United Engines LLC</b> | Mail Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>            |
| Address:<br><b>2108 Industrial Park Rd</b> |                                           | Quotes Attached Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> |
| City:<br><b>Van Buren</b>                  | State:<br><b>AR</b>                       | Taxable Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>         |
| Requester:<br><b>David Jurgens</b>         |                                           | Divison Head Approval:                                                                |
| Requester's Employee #:<br><b>490</b>      |                                           | Extension:<br><b>330</b>                                                              |

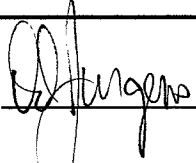
| Item | Description                            | Quantity | Unit of Issue | Unit Cost  | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|----------------------------------------|----------|---------------|------------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Emergency Standby Generators Bld 09-52 | 1        | ea            | 104,305.64 | \$104,305.64  | 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:

Subtotal: **\$104,305.64**  
Tax: **\$9,648.27**  
Total: **\$113,953.91**

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. 11  
 Bid # 09-65 Seven  
 Valley's Concrete, LLC.  
 Page 1 of 38

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

15-Dec-09

**City Council Meeting Date  
 Agenda Items Only**

David Jurgens

**Submitted By**

Water and Sewer

**Division**

Utilities

**Department**

**Action Required:**

Approval of a construction contract with Seven Valley's Concrete LLC for \$583,897 for construction of the Broyles Avenue sewer lift station, WSIP Subproject WL-15, Bid 09-65, and approval of a 5% contingency of \$30,000.

\$ 613,897

Cost of this request

\$ 19,739,981

Category / Project Budget

Wastewater Sys Improv Project

Program Category / Project Name

4520.9530.5315.00

Account Number

\$ 11,387,751

Funds Used to Date

Water and Wastewater

Program / Project Category Name

02133.0700

Project Number

\$ 8,352,230

Remaining Balance

Water and Sewer

Fund Name

**Budgeted Item**

☒ XX

**Budget Adjustment Attached**

☐

*[Signature]*

Department Director

20 Nov 09

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

*[Signature]*

City Attorney

11-23-09

Date

*Paul a. Bahr*

Finance and Internal Services Director

11-23-2009

Date

Received in City  
 Clerk's Office



*[Signature]*

Chief of Staff

11-23-09

Date

Received in  
 Mayor's Office



*[Signature]*

Mayor

11/23/09

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: November 20, 2009

Subject: Construction contract with Seven Valley's Concrete LLC for \$583,897, for construction of the Broyles Avenue sewer lift station, WSIP Subproject WL-15, Bid 09-65

## **RECOMMENDATION**

City Administration recommends approval of a construction contract with Seven Valley's Concrete LLC for \$583,897, for construction of the Broyles Avenue sewer lift station, WSIP Subproject WL-15, Bid 09-65, and approval of a 5% contingency of \$30,000.00.

## **BACKGROUND**

The Contract provides for the construction of a submersible pump type lift station with two 45 HP submersible centrifugal pumps at the southwest corner of Broyles Avenue and Persimmon Street. This station catches flows from areas east of Broyles Road and west of I-540. It pumps directly to the West Side WWTP. The wastewater in this area currently flows through both the Owl Creek lift station on Double Springs Road and the Hamestrung lift station on Sunshine Road. This new lift station reduces the volume carried by the other two stations, extending their service life and reducing electrical costs.

## **DISCUSSION**

The City received 5 bids on November 19th for this project.

|                                   |                         |
|-----------------------------------|-------------------------|
| Seven Valley's Concrete, LLC      | \$ 583,897.00 (low bid) |
| L.E. Davis Construction, Inc.     | \$ 622,500.00           |
| Crossland Heavy Contractors, Inc. | \$ 628,815.00           |
| Goodwin and Goodwin, Inc.         | \$ 683,600.00           |
| Fochtman Enterprises, Inc.        | \$ 1,089,089.00         |
| Engineer's Estimate               | \$ 650,000.00           |

The bid is being reviewed by the RJN Group, the Engineers; their letter recommending award is attached. Seven Valley's is successfully completing the Township Street 36" Water Main for the City and has completed lift station projects similar to WL-15.

## **BUDGET IMPACT**

Funds are available in the WSIP project budget.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #09-65 AND APPROVING A CONTRACT WITH SEVEN VALLEY'S CONCRETE, LLC IN THE AMOUNT OF \$583,897.00 FOR THE CONSTRUCTION OF THE BROYLES AVENUE SEWER LIFT STATION; AND APPROVING A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby awards Bid #09-65 and approves a contract with Seven Valley's Concrete, LLC of \$583,897.00 for the construction of the Broyles Avenue sewer lift station. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a project contingency in the amount of \$30,000.00.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDON**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer





Excellence through Ownership

November 20, 2009

Mr. Dave Jurgens, P.E.  
City of Fayetteville  
Director Water and Wastewater  
113 West Mountain Street  
Fayetteville, AR 72701

Subject: Bid 09-65  
Fayetteville WL-15, Broyles Road Lift Station  
RJN# 18-1875-03

Dear Mr. Jurgens:

RJN has reviewed and processed the Contractor Bids for the above referenced project. All bids are correct as submitted by each contractor. Seven Valley's Concrete, LLC is certified to be the low bidder with a total bid amount of Five Hundred Eighty Three Thousand Eight Hundred Ninety Seven dollars and no cents (\$583,897.00).

Seven Valley's Concrete LLC has completed projects of similar nature as a prime, subcontractor and under the auspice of Seven Valley's Construction Company Inc.

RJN recommends that the contract for Bid 09-65 in the amount of \$ 583,897.00 be awarded to the low bidder, Seven Valley's Concrete, LLC.

Should you have any further questions, please call me at (314) 588-9764, x325.

RJN Group, Inc.

Kevin White  
Project Manager

cc: H. Kelso  
R. Januska

| <b>WL-15 Broyles Road</b>                         |                        |                       |                  |                        |                |                  |
|---------------------------------------------------|------------------------|-----------------------|------------------|------------------------|----------------|------------------|
| <b>Item Description</b>                           | <b>Engr's Estimate</b> | <b>Seven Valley's</b> | <b>L.E.Davis</b> | <b>Crossland Heavy</b> | <b>Goodwin</b> | <b>Fochman</b>   |
| Trench or Excavation Safety                       | \$ 5,000               | 1,000                 | 7,500            | 2,000                  | 10,000         | 56,356           |
| Mobilization / Demob                              | \$ 25,000              | 3,000                 | 10,000           | 15,000                 | 18,000         | 34,923           |
| Site Preparation                                  | \$ 5,000               | 3,897                 | 17,500           | 9,800                  | 8,000          | 44,700           |
| Dewatering                                        | \$ 10,000              | 3,800                 | 5,000            | 9,900                  | 22,000         | 23,400           |
| Soil Excavation                                   | \$ 10,000              | 40,000                | 10,000           | 2,000                  | 18,000         | 26,100           |
| Rock Excavation                                   | \$ 35,000              | 25,000                | 40,000           | 28,500                 | 36,000         | 68,300           |
| Structural - Re-enforced Concrete                 | \$ 60,000              | 29,500                | 87,500           | 67,500                 | 88,000         | 157,080          |
| Structural - Rock Anchors                         | \$ 15,000              | 15,800                | 25,000           | 18,000                 | 20,000         | 19,000           |
| Structural - Hatches                              | \$ 15,000              | 4,000                 | 10,000           | 4,700                  | 11,000         | 11,300           |
| Piping - Pumps to Force main, Header, Check Valve | \$ 30,000              | 147,000               | 130,000          | 49,700                 | 80,000         | 109,020          |
| Electrical and Controls                           | \$ 210,000             | 122,000               | 140,000          | 196,700                | 150,000        | 129,700          |
| Pumps                                             | \$ 100,000             | 4,000                 | 30,000           | 139,800                | 143,600        | 297,100          |
| Antenna                                           | \$ 8,000               | 1,500                 | 10,000           | 3,000                  | 2,000          | 9,700            |
| Painting and Coatings                             | \$ 25,000              | 19,000                | 30,000           | 19,475                 | 23,000         | 31,200           |
| Paving & Landscaping                              | \$ 15,000              | 34,000                | 35,000           | 33,470                 | 29,000         | 33,900           |
| Fencing                                           | \$ 20,000              | 5,000                 | 5,000            | 4,770                  | 9,000          | 13,610           |
| Labor & Material Bond (1.4%)                      | \$ 8,232               | 1                     | 15,000           | 5,000                  | 8,000          | 19,000           |
| Maintenance Bond (0.9%)                           | \$ 5,292               | 1                     | 15,000           | 4,500                  | 8,000          | 4,700            |
| Other                                             |                        | 125,398               |                  | 15,000                 |                | -                |
| <b>Total</b>                                      | <b>\$ 601,524</b>      | <b>583,897</b>        | <b>622,500</b>   | <b>628,815</b>         | <b>683,600</b> | <b>1,089,089</b> |

Contingency 10%

661,676.40

Use for estimate **650,000.00**

Please note that the items highlighted in Yellow are incorporated in "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](mailto:Purchasing@ci.fayetteville.ar.us)**

|                  |                                     |
|------------------|-------------------------------------|
| Requisition No.: | Date: <b>11/20/2009</b>             |
| P.O Number:      | Expected Delivery Date: <b>ASAP</b> |

|                                 |     |                  |                             |                                                         |               |                                 |  |                                         |
|---------------------------------|-----|------------------|-----------------------------|---------------------------------------------------------|---------------|---------------------------------|--|-----------------------------------------|
| Vendor #:                       | NEW | Vendor Name:     | Seven Valley's Concrete LLC |                                                         |               | Mail Yes: <u>x</u> No: _____    |  |                                         |
| Address:                        |     | PO Box 88        |                             | Fob Point: 1400 N 113 W Mountain Fayetteville, AR 72701 |               | Taxable Yes: <u>x</u> No: _____ |  | Quotes Attached Yes: _____ No: <u>x</u> |
| City: <b>Cassville</b>          |     | State: <b>MO</b> |                             | Zip Code: <b>65625</b>                                  | Ship to code: | Divison Head Approval:          |  |                                         |
| Requester: <b>David Jurgens</b> |     |                  |                             | Requester's Employee #: <b>490</b>                      |               | Extension: <b>330</b>           |  |                                         |

| Item | Description                                    | Quantity | Unit of Issue | Unit Cost  | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|------------------------------------------------|----------|---------------|------------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | WSIP WL-15 Broyles Ave Lift Station, Bid 09-65 | 1        | ea            | 583,897.00 | \$583,897.00  | 4520.9530.5315.00 | 02133.0700           |             |               |
| 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: | <b>\$583,897.00</b>        |
| Tax:      | <b>\$54,010.47</b>         |
| Total:    | <b><u>\$637,907.47</u></b> |

Approvals:

|                                             |                            |                           |
|---------------------------------------------|----------------------------|---------------------------|
| Mayor: _____                                | Department Director: _____ | Purchasing Manager: _____ |
| Finance & Internal Services Director: _____ | Budget Manager: _____      | IT Manager: _____         |
| Dispatch Manager: _____                     | Utilities Manager: _____   | Other: _____              |

**DOCUMENT 00500 – AGREEMENT**

**BETWEEN THE CITY OF FAYETTEVILLE AND SEVEN VALLEY'S  
CONCRETE, LLC**

Project Name: Wastewater System Improvement Project  
Contract Name: Broyles Lift Station  
Contract No.: WL-15  
BID: 09-65

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009 by and between CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC.

**ARTICLE 1 - WORK**

1.01 Seven Valley's Concrete, LLC shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract is generally described as follows:

The construction of the Broyles Lift Station a submersible pump lift station that will contain 2 – 45 HP submersible centrifugal pumps. Other station features include odor control, equipment controls, electrical power and back-up power generation. Piping work includes pump discharge piping, valve pit piping, potable water service piping, connections to an approaching 15-inch gravity sewer, and to a 12-inch force main. Rock excavation is required.

The project is located on the southwest corner of Broyles Avenue and Persimmon St, Fayetteville, AR.

The Contract for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The CITY OF FAYETTEVILLE, Arkansas is undertaking a project to redirect sewer flows from portions of the City in the Illinois River drainage basin to a new wastewater treatment plant on the west side of the City of Fayetteville.

**DOCUMENT 00500 – AGREEMENT (continued)**

**ARTICLE 2 - ENGINEER**

- 2.01 The Contract has been designed by RJN GROUP, INC. RJN GROUP, INC. assumes all duties and responsibilities, and has the rights and authority assigned to RJN GROUP, INC. in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within **240** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **285** calendar days after the date when the Contract Times commence to run.
1. Substantially Complete by date stated above shall be defined as the completion of all major work items as required for a fully operational system, including the installation of three submersible pumps, piping and valves, sewer connections and electrical connections and controls. All piping work is to be installed and tested. All concrete and general site work is complete and the odor control system is operational.

3.03 LIQUIDATED DAMAGES:

- A. THE CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC recognize that time is of the essence of this Agreement and that THE CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed

**DOCUMENT 00500 – AGREEMENT (continued)**

within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by THE CITY OF FAYETTEVILLE if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, THE CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC agree that as liquidated damages for delay (but not as a penalty) Seven Valley's Concrete, LLC shall pay THE CITY OF FAYETTEVILLE Five Thousand Dollars (\$5,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Seven Valley's Concrete, LLC shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by THE CITY OF FAYETTEVILLE, Seven Valley's Concrete, LLC shall pay THE CITY OF FAYETTEVILLE One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

**ARTICLE 4 - CONTRACT PRICE**

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and Seven Valley's Concrete, LLC agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and measurements and determinations of actual quantities and classifications are to be made by RJN GROUP, INC. as provided in the General Conditions.
- 4.03 THE CITY OF FAYETTEVILLE shall pay Seven Valley's Concrete, LLC for completion of the Work in accordance with the Contract Documents an amount in

**DOCUMENT 00500 – AGREEMENT (continued)**

current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. For all Work, at the prices stated in Seven Valley's Concrete, LLC's Bid, attached hereto as an Exhibit.

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

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Seven Valley's Concrete, LLC shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by THE CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. THE CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of Seven Valley's Concrete, LLC's Applications for Payment as recommended by RJN GROUP, INC. on or about the 20<sup>th</sup> day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as RJN GROUP, INC. shall determine, or THE CITY OF

**DOCUMENT 00500 – AGREEMENT (continued)**

FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.

- a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by RJN GROUP, INC. and if the character and progress of the Work have been satisfactory to THE CITY OF FAYETTEVILLE and RJN GROUP, INC., THE CITY OF FAYETTEVILLE on recommendation of RJN GROUP, INC. may determine that as long as the character and progress of the Work subsequently remain satisfactory to them a 5 percent retainage will be withheld on the remaining progress payments prior to Substantial Completion; and
  - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to THE CITY OF FAYETTEVILLE as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, THE CITY OF FAYETTEVILLE shall pay an amount sufficient to increase total payments to Seven Valley's Concrete, LLC to 95% of the Contract Price (with the balance being retainage), less such amounts as RJN GROUP, INC. shall determine, or THE CITY OF FAYETTEVILLE may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, THE CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by RJN GROUP, INC. and as provided in the GENERAL CONDITIONS.



**DOCUMENT 00500 – AGREEMENT (continued)**

**ARTICLE 6 - SEVEN VALLEY'S CONCRETE, LLC'S REPRESENTATIONS**

6.01 In order to induce THE CITY OF FAYETTEVILLE to enter into this Agreement, Seven Valley's Concrete, LLC makes the following representations:

- A. Seven Valley's Concrete, LLC has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Seven Valley's Concrete, LLC 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. Seven Valley's Concrete, LLC 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. Seven Valley's Concrete, LLC 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. Seven Valley's Concrete, LLC acknowledges that THE CITY OF FAYETTEVILLE and RJN GROUP, INC. do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Seven Valley's Concrete, LLC has obtained and carefully studied (or assumes responsibility of having done so) all such additional 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, and

**DOCUMENT 00500 – AGREEMENT (continued)**

furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Seven Valley's Concrete, LLC and safety precautions and programs incident thereto.

- F. Seven Valley's Concrete, LLC does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Seven Valley's Concrete, LLC is aware of the general nature of work to be performed by THE CITY OF FAYETTEVILLE and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Seven Valley's Concrete, LLC has correlated the information known to Seven Valley's Concrete, LLC, 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. Seven Valley's Concrete, LLC has given RJN GROUP, INC. written notice of all conflicts, errors, ambiguities, or discrepancies that Seven Valley's Concrete, LLC has discovered in the Contract Documents and the written resolution thereof by RJN GROUP, INC. is acceptable to Seven Valley's Concrete, LLC.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**DOCUMENT 00500 – AGREEMENT (continued)**

**ARTICLE 7 - CONTRACT DOCUMENTS**

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between THE CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
  - 1. This Agreement.
  - 2. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed.
    - b. Seven Valley's Concrete, LLC's Bid.
    - c. Documentation submitted by Seven Valley's Concrete, LLC prior to Notice of Award.
    - d. Seven Valley's Concrete, LLC's Act of Assurance Form.
  - 3. Performance, Payment, and other Bonds.
  - 4. General Conditions.
  - 5. MBE / WBE Compliance Evaluation Form.
  - 6. Supplementary Conditions.
  - 7. Labor-Related Regulations.
  - 8. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

**DOCUMENT 00500 – AGREEMENT (continued)**

9. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

BROYLES Lift Station, WL-15

10. Addenda number one.
11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

**ARTICLE 8 - MISCELLANEOUS**

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**DOCUMENT 00500 – AGREEMENT (continued)**

8.03 SUCCESSORS AND ASSIGNS:

- A. THE CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon THE CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS: Not Applicable.

8.06 CONTROLLING LAW

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

8.07 ARKANSAS OF INFORMATION ACT

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

**DOCUMENT 00500 – AGREEMENT (continued)**

IN WITNESS WHEREOF, THE CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC have signed this Agreement in quadruplicate. One counterpart each has been delivered to THE CITY OF FAYETTEVILLE, Seven Valley's Concrete, LLC, and RJN GROUP, INC. All portions of the Contract Documents have been signed, initialed, or identified by THE CITY OF FAYETTEVILLE and Seven Valley's Concrete, LLC

This Agreement will be effective on \_\_\_\_\_, 2008, which is the Effective Date of the Agreement.

Seven Valley's Concrete, LLC

City of FAYETTEVILLE

FAYETTEVILLE, Arkansas

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Mayor

(SEAL)

(SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

License No. \_\_\_\_\_

(If Owner is a public body, attach  
evidence of authority to  
sign and resolution or other documents  
authorizing execution of Agreement)

Agent for Service of process

(If Seven Valley's Concrete, LLC  
is a corporation, attach evidence of authority  
to sign.)

Approved As to Form:

By: \_\_\_\_\_

Attorney For: City of FAYETTEVILLE

END OF DOCUMENT 00500

**DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:**

Project Name: Fayetteville Wastewater System Improvement Project  
Contract Name: Broyles Lift Station  
Contract No.: WL-15  
Bid: 09-65  
Date: 11-19-09

**SUBMITTED TO:**

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

**SUBMITTED BY:**

Company SEVEN VALLEY'S CONCRETE, LLC.  
Name BOBBY ENNES / JAKE DAVIDSON  
Address P.O. BOX 88 CASSVILLE, MO. 65625  
Principal Office CASSVILLE  
Corporation, partnership, individual, joint  
venture, other LLC  
  
Arkansas State General Contractor's License Number  
0163090410

**EXPERIENCE STATEMENT**

1. Qualification of Bidders

- a. It is the intention of the City of Fayetteville to award a Contract only to a Bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

**DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)**

- b. Each Bidder shall submit with his Bid the executed Bidder's "Statement of Experience" form contained in this document. Each bidder shall also submit documented evidence that he has, with his own forces, completed a minimum of three Lift Station projects similar to this one with a construction cost of at least \$500,000 during the past three years and one with a construction cost of at least \$1,000,000 in the past five years.
  - c. The City of Fayetteville reserves the right to require the three lowest Bidders to file proof within seven (7) calendar days of the Bid opening of their ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement certified by a CPA for the last three years, a list of equipment owned by Bidder, a backlog of jobs under contract and amounts, and a record of successful completion of similar projects.
  - d. The successful Bidder shall conform to the Rules and Regulations of Arkansas Department of Finance and Administration concerning nonresident contractor's notice and bond requirements.
  - e. The successful Bidder must meet the statutorily prescribed requirements before Award of Contract by the City of Fayetteville.
  - f. In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor's and Business Licenses as required by State statutes and the Rules and Regulations of the Arkansas Contractor's Licensing Board.
  - g. All contracts shall be interpreted under Arkansas Law.
2. Bidder has been engaged as a General Contractor in construction for 14 years and has performed work of the nature and magnitude of this Contract for 14 years. Bidder has been in business under its present name for 6 years.
3. 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



**DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)**

date.) This sheet shall be inserted directly after this page or otherwise securely fastened to the back of this page. **NO CURRENT BONED PROJECTS**

4. 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 contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
5. Has Bidder ever failed to complete any project? If so, state when, where, and why.

**NO**

6. Bidder normally performs the following work with his own forces:

**EXCAVATION**

**ALL TYPES CONCRETE**

7. Construction experience of key individuals in the organization is as follows  
(continued on attached sheets if needed):

**29 YEARS BOBBY ENNES**

**16 YEARS JAKE DAVISON**

**DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)**

8. 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 (NOTE: all insurance and bonding must be through a company whose agents are licensed to do business in the State of Arkansas):

RAMSEY, KRUG, FARRELL & LENSING  
P.O. Box 251510 CINCINNATI INSUR. CO.  
LITTLE ROCK, AR. P.O. Box 145496  
KEVIN BRUCK CINCINNATI, OH. 45250

9. Bidder's Workmen's Compensation Experience Modifier Factor is: 1.0

**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:

GARY RUESSAL CPA  
ROGERS, AR  
479-631-0344

**DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)**

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:

|    | <u>Judgment Creditors</u> | <u>Where Docketed and Date</u> | <u>Amount</u> |
|----|---------------------------|--------------------------------|---------------|
| a. |                           |                                | \$            |
| b. |                           |                                | \$            |

**Bidder hereby represents and warrants that all statements set forth herein are true and correct.**

Date: 11-19, 2009

(OFFICIAL SEAL)

**Name of Organization:**

SEVEN VALLEY'S CONCRETE, LLC.

By Bobby G  
Title PRES. BOBBYENNES

(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

**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>NO 1 #</u>               | <u>11-11-09</u>             |
| <u>NO 2 #</u>               | <u>11-16-09</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.

**DOCUMENT 00400 - BID FORM (continued)**

other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

**ARTICLE 4 - BID PRICE**

**4.01 Lump Sum Price**

- A. Bidder will complete the Work in accordance with the Contract Documents for the lump-sum price of

Five hundred eighty three thousand Dollars (\$ 583,897.00 )  
Eight hundred ninety seven

- B. Provide a breakdown of the above lump sum bid per the following:  
(Note: The sum of this section to equal total lump sum price)

1. Trench or excavation safety systems complying with OSHA Part 1926 - Subpart P \$ 1,000.00
2. Mobilization \$ 3,000.00
3. Site Preparation \$ 3,897.00
4. Dewatering \$ 3,800.00
5. Excavation:
  - a. Soil \$ 40,000.00
  - b. Rock \$ 25,000.00
6. Structural:
  - a. Re-enforced Concrete  
\$ 29,500.00  
(Rebar, mud slab, walls, floors, roof, equipment pads, etc)
  - c. Rock Anchors \$ 15,800.00

**DOCUMENT 00400 - BID FORM (continued)**

- b. Metal \$ 4,000.00  
(supports, hatches, etc.)
7. Piping:  
a. From pumps through and including valve pit  
\$ 147,000.00
8. Electrical and Controls: \$ 122,000.00
9. Equipment and Installation of:  
a. Pumps \$ 4,000.00
10. Concrete Paving \$ 26,000.00
11. Antenna \$ 1500.00
12. Painting and Coatings \$ 19,000.00
13. Landscaping \$ 2,000.00
14. Fencing \$ 5,000.00
15. Labor & Material Bond \$ 1.00
16. Maintenance Bond \$ 1.00
17. 'Other' not included above \$ 125,398.00

Describe other: Equipment, Labor, Profit

**ARTICLE 5 - CONTRACT TIMES**

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

**DOCUMENT 00400 - BID FORM (continued)**

**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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- B. Required Bidder's Qualification Statement with supporting data (DOCUMENT 00140 - Bidder's Qualification Statement).
- C. Manufacturer's data where called for in Specifications (DOCUMENT 00450 - Equipment Questionnaire).
- D. DOCUMENT 00430 - List of Subcontractors.
- E. Contractor's Act of Assurance Form, RLF-52.
- F. MBE / WBE Compliance Evaluation Form, RLF-96.

**ARTICLE 7 - COMMUNICATIONS**

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

JAKE DAVISON  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No. 417-342-0866  
FAX No. 417-847-5811

**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 11-19, 2009.

**DOCUMENT 00400 - BID FORM (continued)**

Arkansas State Contractor License No. \_\_\_\_\_

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** LLC

Corporation Name: SEVEN VALLEY'S CONCRETE, LLC (SEAL)

State of Incorporation: MISSOURI

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



**DOCUMENT 00400 - BID FORM (continued)**

By: Bobby Ennes

(Signature – attach evidence of authority to sign)

Name (type or printed): BOBBY ENNES

Title: PRES.

(CORPORATE SEAL)

Attest: Ann Ennes

(Signature of Corporate Secretary)

Business address: P.O. Box 88

CASSVILLE, MO. 65625

Phone No.: 417-847-2355 FAX No.: 417-847-5811

END OF DOCUMENT 00400

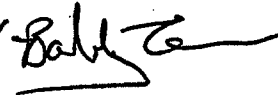
**DOCUMENT 00430 - LIST OF SUBCONTRACTORS**

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for Project No. WL-15, Broyles Lift Station.

Bidder certifies that all Subcontractors listed are eligible to perform the Work. List any subcontractors not described.

| Subcontractor's Work | Subcontractor's Name | License No. | Work. Comp. EMR | % of Contract Value |
|----------------------|----------------------|-------------|-----------------|---------------------|
| Excavation/Grading   |                      |             |                 |                     |
| Concrete             |                      |             |                 |                     |
| Painting/Coatings    | Evans Industrial     | 0029320410  |                 | 3.1 %               |
| Piping               |                      |             |                 |                     |
| Electrical           | MCC                  | 00258 10309 |                 | 20 %                |
| Instrumentation      | Jack Tyler           |             |                 | 28 %                |
| Piping               | HD Supply            |             |                 | 3.7 %               |
| Paving               |                      |             |                 |                     |
| Landscaping          |                      |             |                 |                     |
|                      |                      |             |                 |                     |
|                      |                      |             |                 |                     |
|                      |                      |             |                 |                     |
|                      |                      |             |                 |                     |

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

SEVEN VALLEY'S CONCRETE /   
 Bidder's Signature

END OF DOCUMENT 00430



RLF-52  
(R-7/01)

**DEBARMENT AND SUSPENSION** I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

**AUTHORIZED REPRESENTATIVE**

COMPANY NAME:

SEVEN VALLEY'S CONCRETE, LLC

SIGNATURE:

Bobby Ennes

DATE:

11-19-09

PRINTED NAME:

BOBBY ENNES

TITLE:

PRES.

**MBE/WBE COMPLIANCE EVALUATION FORM**  
**SUPPLEMENTAL CONDITIONS OF THE REVOLVING LOAN FUND**  
**(Bid Package Documentation)**

Bidders are to complete this form and submit with the bid proposal. A condition for remaining in competition for award is the satisfactory completion of this form. The undersigned submits the following data with respect to the firm's efforts to meet the Arkansas Soil and Water Conservation Commission's goal for MBE/WBE participation.

1. Name of Project: Wastewater System Improvement Project  
Contract No.: WL-15
2. Name of General Contractor: SEVEN VALLEY'S CONCRETE, LLC.
3. MBE/WBE Firm: \_\_\_\_\_  
(Name) (Complete a separate form for each MBE/WBE to be used as a subcontractor)  
\_\_\_\_\_  
(Address) (City, State, Zip Code)  
\_\_\_\_\_  
(Phone Number) (Fax Number)
4. Describe Work to be performed by the MBE/WBE, provide dollar amount of the subcontract.  
\_\_\_\_\_  
\_\_\_\_\_

**DOCUMENTATION OF AFFIRMATIVE STEPS TAKEN TO OBTAIN MBE/WBE PARTICIPATION**  
**( TO BE COMPLETED IF THE MBE/WBW GOALS ARE NOT OBTAINED )**

5. Documentation that MBE/WBE quotes were solicited through direct mail and other advertising sources, documentation of follow-up action for firms not responding; and documentation of responses received (both positive and negative responses).  
THROUGH ADVERTISMENT  
\_\_\_\_\_
6. What sources were used to identify potential MBE/WBE firms. (Arkansas Highway and Transportation Department; Arkansas Industrial Development Commission's Minority Business Development Division; U.S. Small Business Administration; other sources, please specify and provide documentation)  
\_\_\_\_\_  
\_\_\_\_\_
7. Describe steps taken to divide work items into small tasks in an effort to maximize MBE/WBE participation.  
\_\_\_\_\_  
\_\_\_\_\_
8. List reasons for rejecting a MBE/WBE that indicated a desire to participate and/or submitted bids.  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby certified, having provided responses or documentation to the questions in the foregoing affirmative steps taken to obtain MBE/WBE participation, that they are true and correct to the best of her/her knowledge, information and belief.

Name of General Contractor:

SEVEN VALLEY'S CONCRETE, LLC.

Signature:

Bolly

Title/Date:

PRES. 11-19-09

# Arkansas Democrat Gazette

## STATEMENT OF LEGAL ADVERTISING

A. 11  
Bid # 09-65 Seven  
Valley's Concrete, LLC.  
Page 33 of 38

SEVEN VALLEY'S CONSTRUCTION  
P O BOX 88  
CASSVILLE MO 65625

REMIT TO:  
ARKANSAS DEMOCRAT-GAZETTE, INC  
P.O. BOX 2221  
LITTLE ROCK, AR 72203

ATTN: same  
DATE : 11/14/09 INVOICE #: 2489638  
ACCT #: L5475454 P.O. #:

BILLING QUESTIONS CALL 378-3811

STATE OF ARKANSAS,  
COUNTY OF PULASKI, ss.

### AD COPY

I, Elizabeth Myers do solemnly swear that I am the Legal Billing Clerk of the Arkansas Democrat - Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement in the matter of:

broyles lift station  
pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

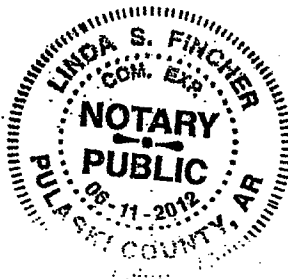
| DATE  | DAY | LINAGE | RATE | DATE | DAY | LINAGE | RATE |
|-------|-----|--------|------|------|-----|--------|------|
| 11/14 | Sat | 43     | 1.25 |      |     |        |      |

TOTAL COST -----  
Billing Ad #: 59085145

53.75

Subscribed and sworn to me this  
day of

Notary Public



Seven Valley's Construction Co. Inc. is soliciting subcontractor and material proposals for the Broyles Lift Station Fayetteville Wastewater System Improvement Project November 19th 2009. Small locally owned MBE and WBE. We will be accepting quotes until November 17th until 5:00 pm. Please contact Jake Davison, Seven Valley's Construction Co. Inc., P.O. Box 88, Cassville, MO 65625 Phone: 417-847-2355 Fax: 417-847-5811. For information regarding plans and specifications. Bidding documents may be examined at the following locations:

Chris Floyd, 901 W. 7th St. Little Rock, AR 72201, 501-372-4011

McGraw Hill Const Dodge/Dallas, 9155 Sterling Drive Suite 160, Irving, TX 75063, 972-819-1400

Northwest ARK Planning Room, 2005 Bloomington Street, Lowell, AR 72745, 479-750-7704

Southern Reprintgraphics, 901 2905 Points Circle, Fayetteville, AR 72703, 479-582-4022, 590851451

Double Springs Lift Station

Fayetteville

RJV

\$ 350,000

6/09

Subcontracted to SL Bryson

Pea Ridge Lift Station

Pea Ridge

Lemons Engineering

333,000

4/09

General Contractor

Alma Water Treatment Plant

Alma

MCE

379,000

11/09

Subcontracted to SL Bryson





**DOCUMENT 00410 – BID BOND (continued)**

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 Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner 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.

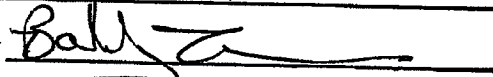
Signed and sealed this 19th day of November 20 09.

**PRINCIPAL**

(CORPORATE SEAL)

Seven Valleys Concrete, LLC

By

  
PRES. BOBBY ENNES

**SURETY**

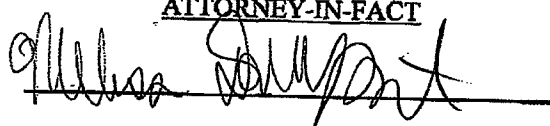
The Cincinnati Insurance Company

By

  
Dorena Wise

**ATTORNEY-IN-FACT**

(CORPORATE SEAL)



(This Bond shall be accompanied with  
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

A. 11  
Bid # 09-65 Seven  
Valley's Concrete, LLC.  
Page 37 of 38

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael Halter; Kevin Bruick; Charles Allen; Rolfe Kennedy;  
Sylvia A. Young; Dorena Wise and/or Carolyn Hunter

of Little Rock, Arkansas

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:  
Any such obligations in the United States, up to

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of October, 2008.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Thomas H. Kelly*  
Vice President

On this 10<sup>th</sup> day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 19 day of November, 2009



*Gregory J. Schlemmer*  
Secretary



## City of Fayetteville Staff Review Form

A. 12  
 Bid # 09-68 Jack Tyler  
 Engineering of Arkansas, Inc.  
 Page 1 of 10

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

15-Dec-09

City Council Meeting Date  
 Agenda Items Only

David Jurgens  
 Submitted By

Water and Sewer  
 Division

Utilities  
 Department

## Action Required:

Approval of a purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas for \$175,000.00, Bid 09-68.

\$ 175,000  
 Cost of this request

\$ 19,739,981  
 Category / Project Budget

Wastewater System Improvement  
 Program Category / Project Name

4520.9530.5801.00  
 Account Number

\$ 11,387,751  
 Funds Used to Date

Water & Wastewater  
 Program / Project Category Name

02133-0212  
 Project Number

\$ 8,352,230  
 Remaining Balance

Water/Sewer  
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

*D. Jurgens*  
 Department Director 25 Nov 09  
 Date

Previous Ordinance or Resolution # \_\_\_\_\_

*J. Kelly*  
 City Attorney 11-30-09  
 Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul A. Bachman*  
 Finance and Internal Services Director 11-30-2009  
 Date

Received in City  
 Clerk's Office



*Don Mann*  
 Chief of Staff 12-1-09  
 Date

Received in  
 Mayor's Office



*Lionel Jordan*  
 Mayor 12/1/09  
 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: November 24, 2009

Subject: Approval of the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas for \$175,000.00, Bid 09-68

## **RECOMMENDATION**

Staff recommends approval of bid #09-68 for the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas for \$175,000.00, Bid 09-68 .

## **BACKGROUND**

The band screen is a 25' tall self cleaning moving screen for all wastewater as it enters the WWTP. The screen rotates like a vertical conveyor as the water passes through it. Items larger than 1/4" are caught on the screen, separated, and ground for disposal. The screen, by its design, is subjected to significant forces from the water which passes through it, especially in high flow conditions. When Hurricane Ike passed through Fayetteville in September, 2008, 40 million gallons of water passed through the screen in one 24 hour period. By removing large materials from the incoming wastewater, the screen greatly reduces the potential for damage to downstream plant equipment. This second screen will provide full backup to this critical wastewater treatment process during repair/maintenance of the existing screen and during high flow events. This is the only item within the West Side WWTP that does not currently have backup capability. The second screen is required to meet ADEQ requirements.

## **DISCUSSION**

The City received three bids on November 20, 2009. The Waste Tech screen bid by Jack Tyler Engineering of Arkansas for \$175,000 meets the minimum specification requirements.

| Vendor                             | Manufacturer                    | Price        |
|------------------------------------|---------------------------------|--------------|
| Eimco Water Technologies           | Eimco Water Tech/Brackett Green | \$314,170.00 |
| JWC Environmental                  | JWC Environmental               | \$234,500.00 |
| Jack Tyler Engineering of Arkansas | Waste Tech                      | \$175,000.00 |

## **BUDGET IMPACT**

Funds for the new screen are available in the WSIP project.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #09-68 AND APPROVING THE PURCHASE OF A FINE BAND SCREEN WITH ASSOCIATED CONTROLS AND ACCESSORIES FROM JACK TYLER ENGINEERING OF ARKANSAS, INC. IN THE AMOUNT OF \$175,000.00 FOR USE AS PART OF WASTEWATER TREATMENT

**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 #09-68 and approves the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas, Inc. in the amount of \$175,000.00 for use as part of wastewater treatment.

**PASSED and APPROVED** this 15<sup>th</sup> day of Decemeber, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



BID: 09-68  
11/20/2009  
2:00 PM  
CITY OF FAYETTEVILLE

### Bid 09-68, Fine Band Screen - equipment only

| BIDDER                         | Manufacturer      | Model                   | Total Price  |
|--------------------------------|-------------------|-------------------------|--------------|
| 1 Eimco Water Technologies     | EWT/BG            | CF200                   | \$314,170.00 |
| 2 Jack Tyler Engineering of AR | Waste Tech        | WT/FSM FRSII            | \$175,000.00 |
| 3 JWC Environmental            | JWC Environmental | MBS Band Screen Monster | \$234,500.00 |

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

CERTIFIED: \_\_\_\_\_

P. VICE, PURCH MGR

WITNESS

DATE

*P. Vice*

*[Signature]*

*11/20/09*



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 09-68, Fine Band Screen – equipment only**  
**DEADLINE:** Friday, November 20, 2009 at 2:00 PM, Central Standard Time  
**DELIVERY LOCATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701  
**PURCHASING AGENT:** Andrea Foren, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us), 479.575.8220  
**DATE OF ISSUE AND ADVERTISEMENT:** Thursday, November 05, 2009

**INVITATION TO BID**  
**BID 09-68, Fine Band Screen – equipment only**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 09-68, Fine Band Screen – equipment only" 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:** Jack Tyler Engineering of Arkansas, Inc.  
**Contact Person:** Steve Cooper **Title:** General Manager  
**E-Mail:** scooper@jteng.com **Phone:** 501-562-2296  
**Business Address:** 6112 Patterson Road  
**City:** Little Rock **State:** AR **Zip:** 72209  
**Signature:**  **Date:** 11/20/09



City of Fayetteville  
Bid 09-68, Fine Band Screen – equipment only  
Bid Form

\*GUARANTEED DELIVERY DATE: 12-14 Weeks From receipt of Signed Approvals  
F.O.B. Fayetteville West Side Wastewater Treatment Plant, 15 South Broyles Road, Fayetteville, AR 72701

| ITEM: | DESCRIPTION:                   | QUANTITY: | *PRICE EACH:         | *TOTAL PRICE         |
|-------|--------------------------------|-----------|----------------------|----------------------|
| 1.    | Fine Band Screen, as specified | 1         | \$ <u>175,000.00</u> | \$ <u>175,000.00</u> |

Please Specify for Unit(s) Bid:

\*MANUFACTURER: Waste Tech MODEL: WT/FSM FRS II

TOTAL BID PRICE: \$ 175,000.00

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: Jack Tyler Engineering of Arkansas, Inc.  
*Purchase Order/Payments shall be issued to this name*

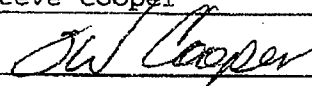
\*BUSINESS ADDRESS: 6112 Patterson Road

\*CITY: Little Rock \*STATE: AR \*ZIP: 72209

\*PHONE: 501-562-2296 FAX: 501-562-4273

\*E-MAIL: scooper@jteng.com

\*BY: (PRINTED NAME) Steve Cooper

\*AUTHORIZED SIGNATURE: 

\*TITLE: General Manager



WASTE TECH  
A Division of Küsters Zima Corporation

DATE: November 19, 2009  
REF.: WTQ/113409  
TO: BIDDING CONTRACTORS  
PROJECT: Fayetteville, AR  
BID DATE: NOVEMBER 20TH

Dear Sir or Madam:

We are pleased to provide our proposal as shown below for the Fine Band Screening equipment as specified in the invitation to bid form Bid 09-68 for the City of Fayetteville Arkansas.

**Price Schedule**

For the design and supply ex-works Spartanburg, S.C. with freight allowed to job site of:

One (1) WT/FSM Model FRSII dual flow screen suitable for installation in a 55 inch wide x 120 inch deep channel, to handle a peak flow of 24 mgd.

One (1) Main Control Panel – NEMA 4X Panel including motor starter, overloads, relays, and timers as specified.

One (1) Ultrasonic level control system with two (2) transducers.

Six (6) Feet of trough to transport screenings to the existing screenings handling equipment.

Site services of one (1) trip of two (2) days for installation inspection, startup and operator training

For the Sum of \$ \_\_\_\_\_



WASTE TECH  
A Division of Küsters Zima Corporation

---

**Exclusions:**

- Taxes
- Offloading
- Grit Pump
- Installation
- Inlet baffle (Not required with XGT™ design)
- Grit well cover plate (Not required with XGT™ design)
- Hand railing
- Stairs and grating
- Air vent piping
- Dumpster
- Any piping not integral to the equipment proposed above
- Field painting
- Civil Design
- Buildings
- Oil and grease
- Disconnect switches and junction boxes
- Valves except as noted
- Controls except as noted
- Spare parts except as noted
- Electrical connections
- Electrical installation and wiring
- Finish painting

**Terms:**

- 95% upon delivery to site
- 5% upon start-up and training
- 1-1/2% interest charges per month for late amounts due

**Submittals:**

4 weeks from purchase order

**Delivery:**

12 - 14 weeks from receipt of signed approvals



WASTE TECH  
*A Division of Küsters Zima Corporation*

---

**Warranty:**

Standard 12 months from equipment start up or 18 months after delivery, whichever occurs first

**Validity:**

Our price is firm for acceptance within 100 days of bid date.

**Purchase Orders:**

All purchase orders are to be issued to:

Kusters Zima Corporation,  
Waste Tech Division  
P.O. 6128  
Spartanburg, SC 29304

Our equipment meets the specifications and there are no design changes required to the structures shown on the plan sheets except for the grouting of the sloping grit chamber floor.

**Please note we comply with the ARRA (Stimulus) and Buy American Acts. Our equipment is manufactured in our Spartanburg Facility, S.C. using Made in USA materials and labor throughout the manufacturing process**

All spares and site service for start up and operator training is available from our Spartanburg National Service Center.

If you have any questions regarding our bid proposal please contact our representative Terry Hissong of Jack Tyler Engineering at 479-756-0480 Terry will provide the pricing at bid time.

Sincerely,

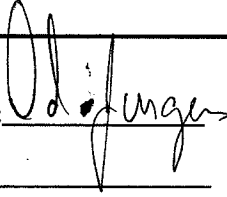
Jim Watjen  
Sales Administration Manager  
Waste Tech Division of  
Küsters Zima Corporation  
(864) 591-5929

## 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](mailto:Purchasing@ci.fayetteville.ar.us)**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|----------------------|------------------|----------------------|--------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------|
| <b>Vendor #:</b> 02881 <b>Vendor Name:</b> Jack Tyler Engineering of Arkansas<br><br><b>Address:</b> P.O. Box 608<br><br><b>City:</b> Loveland <b>State:</b> CO <b>Zip Code:</b> 80539-0608 <b>Ship to code:</b> 95<br><br><b>Requester:</b> Duyen Tran                                                                                                                                                                                                                                                                                                                                       |                    |                 |                      |                  |                      | <b>Requisition No.:</b> OMI 09- 09<br><br><b>P.O Number:</b> |                                                                                          | <b>Date:</b> 24-Nov-09<br><br><b>Expected Delivery Date:</b> 31-Dec-09 |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                 |                      |                  |                      | <b>Mail</b><br>Yes: _____ No: <u>X</u>                       |                                                                                          | <b>Quotes Attached</b><br>Yes: <u>X</u> No: _____                      |                      |
| <b>Requester's Employee #:</b> OMI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                 |                      |                  |                      | <b>Extension:</b> 443-3292                                   |                                                                                          |                                                                        |                      |
| <b>Item</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Description</b> | <b>Quantity</b> | <b>Unit of Issue</b> | <b>Unit Cost</b> | <b>Extended Cost</b> | <b>Account Numbers</b>                                       | <b>Project/Subproject #</b>                                                              | <b>Inventory #</b>                                                     | <b>Fixed Asset #</b> |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Fine Band Screen   | 1               | ea                   | \$175,000.00     | \$175,000.00         | 4520.9530.5801.00                                            | 02133-0212                                                                               |                                                                        |                      |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Shipping/Handling  |                 | Lot                  |                  |                      |                                                              |                                                                                          |                                                                        |                      |
| <b>Special Instructions:</b><br><br>Bid # 09-71                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                 |                      |                  |                      |                                                              | <b>Subtotal:</b> \$175,000.00<br><br><b>Tax:</b> _____<br><br><b>Total:</b> \$175,000.00 |                                                                        |                      |
| <b>Approvals:</b><br><br><div style="display: flex; justify-content: space-between;"> <div> <b>Mayor:</b> _____<br/><br/> <b>Finance &amp; Internal Services Director:</b> _____<br/><br/> <b>Dispatch Manager:</b> _____         </div> <div> <b>Department Director:</b> <br/><br/> <b>Budget Manager:</b> _____<br/><br/> <b>Utilities Manager:</b> _____         </div> <div> <b>Purchasing Manager:</b> _____<br/><br/> <b>IT Manager:</b> _____<br/><br/> <b>Other:</b> _____         </div> </div> |                    |                 |                      |                  |                      |                                                              |                                                                                          |                                                                        |                      |

**City of Fayetteville Staff Review Form**

A. 13  
 Bid # 09-70  
 ISCO Teledyne  
 Page 1 of 12

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

15-Dec-09

City Council Meeting Date  
 Agenda Items Only

David Jurgens

**Submitted By**

Water and Sewer

**Division**

Utilities

**Department**

**Action Required:**

Approval of the purchase of seventeen sewer flow monitors for permanent installation in the sewer collection system from ISCO Teledyne for \$126,430.00 plus tax, Bid 09-70.

\$ 138,124.78

Cost of this request

\$ 19,739,981

Category / Project Budget

Wastewater Sys Improv Project

Program Category / Project Name

4520.9530.5801.00

Account Number

\$ 11,387,751

Funds Used to Date

Water and Wastewater

Program / Project Category Name

02133.0215

Project Number

\$ 8,352,230

Remaining Balance

Water and Sewer

Fund Name

Budgeted Item

☒ XX

Budget Adjustment Attached

☐

*[Signature]*  
 Department Director

25 Nov 09  
 Date

Previous Ordinance or Resolution # \_\_\_\_\_

*[Signature]*  
 City Attorney

11-30-09  
 Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul a. Beck*  
 Finance and Internal Services Director

11-30-2009  
 Date

Received in City  
 Clerk's Office

ENTERED  
 11-25-09

*[Signature]*

*[Signature]*  
 Chief of Staff

12-1-09  
 Date

Received in  
 Mayor's Office

ENTERED  
 11/30/09

*Lionel Jordan*  
 Mayor

12/1/09  
 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: November 25, 2009

Subject: Purchase of seventeen sewer flow monitors from ISCO Teledyne for \$126,430.00 plus tax.

## **RECOMMENDATION**

Staff recommends approval of the purchase of seventeen sewer flow monitors for permanent installation in the sewer collection system from ISCO Teledyne for \$126,430.00 plus \$11,694.78 tax.

## **BACKGROUND**

The information provided by a sewer flow monitoring system is vital to identifying numerous, otherwise invisible problems in the sewer collection system. Because over 95% of the sewer pipes are non-pressurized gravity flow pipes, they are subjected to numerous influences which can cause extraneous water to get in, sewage to get out, and blockages due to hundreds of sources. The need for this type of system has been validated in countless studies in the City and throughout the country.

## **DISCUSSION**

The telemetered wastewater flow monitoring system will consist of seventeen permanently installed open channel sewer flow monitors. These monitors will be connected to the City's SCADA system through ethernet radios or existing telephone lines to a computer at the Noland Wastewater Treatment Facility. The information will be used to evaluate both dry weather flows during normal conditions as well as wet weather flows during storm events. The flow monitoring system will enable the City to maximize the wet weather storage capabilities at both the Noland and West Side Wastewater Treatment Facilities as an ongoing requirement to maintain compliance with the NPDES discharge permits.

Three bids were received on November 24, 2009.

|               |              |
|---------------|--------------|
| ISCO Teledyne | \$126,430.00 |
| ADS, LLC      | \$142,975.27 |
| Hach Company  | \$161,400.00 |

The bids have been reviewed by City staff. ISCO Teledyne equipment meets the specified requirements.

## **BUDGET IMPACT**

Funds are available within the Wastewater System Improvement Project budget.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #09-70 AND APPROVING  
THE PURCHASE OF SEVENTEEN SEWER FLOW MONITORS  
FROM ISCO TELEDYNE IN THE AMOUNT OF \$138,124.78 FOR  
USE IN THE CITY SEWER SYSTEM

**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 #09-70 and approves the purchase of seventeen (17) sewer flow monitors from ISCO Teledyne in the amount of \$138,124.78 for use in the city sewer system.

**PASSED and APPROVED** this 15<sup>th</sup> day of Decemeber, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer





BID: 09-70  
11/24/2009  
2:00 PM  
CITY OF FAYETTEVILLE

### Bid 09-70, Sewer Flow Monitors

| BIDDER                       | Manufacturer | Model                | Total Bid Price                                    |
|------------------------------|--------------|----------------------|----------------------------------------------------|
| 1 ADS Environmental Services | ADS LLC      | FlowShark Model 5000 | \$142,975.27                                       |
| 2 Hach Company               | Hach         | Sigma 930T           | \$161,400.00 (Landline)<br>\$181,800.00 (Wireless) |
| 3 ISCO Teledyne              | ISCO         | #2150                | \$126,430.00                                       |

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

CERTIFIED:

P. Vice  
P. VICE, PURCH MGR

[Signature]  
WITNESS

11/24/09  
DATE



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## INVITATION TO BID

**INVITATION TO BID: BID 09-70, Sewer Flow Monitors**

**DEADLINE:** Tuesday, November 24, 2009 at 2:00 PM, Central Standard Time

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

**PURCHASING AGENT:** Andrea Foren, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us), 479.575.8220

**DATE OF ISSUE AND ADVERTISEMENT:** Friday, November 13, 2009

## INVITATION TO BID BID 09-70, Sewer Flow Monitors

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 09-70, Sewer Flow Monitors" 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.

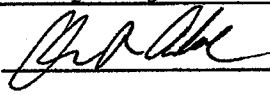
Name of Firm: ISCOMING U.S. Supply, Inc.

Contact Person: Chris Enloe Title: Authorized Representative

E-Mail: cenloe@isiequip.com Phone: 501-262-3282

Business Address: P. O. Box 1679

City: Hot Springs State: AR Zip: 71902

Signature:  Date: 11-23-09

City of Fayetteville  
 Bid 09-70, Sewer Flow Monitors  
 Bid Form (Total of 2 Pages)

**\*GUARANTEED DELIVERY DATE:** 15 business days after receipt of order  
**F.O.B. Fayetteville West Side Wastewater Treatment Plant, 15 South Broyles Road, Fayetteville, AR 72701**

| Line Item | Location                                                          | Pipe Diameter(s) (inches) | Channels | Bid Price    |
|-----------|-------------------------------------------------------------------|---------------------------|----------|--------------|
| 001       | 2000 Sunshine Rd                                                  | 15                        | Single   | \$ 5,960.00  |
| 002       | 2081 County Rd 877                                                | 24                        | Single   | \$ 6,300.00  |
| 003       | WL-4, Hamestring LS                                               | 48                        | Single   | \$ 6,330.00  |
| 004       | Quality Lane                                                      | 36                        | Single   | \$ 6,300.00  |
| 005       | North Street                                                      | 24                        | Single   | \$ 6,300.00  |
| 006       | 3600 N Gregg Ave                                                  | 15 & 16                   | Dual     | \$ 11,060.00 |
| 007       | 3770 N Mall Ave                                                   | 30                        | Single   | \$ 6,300.00  |
| 008       | 2911 N Crossover Rd                                               | 12 & 18                   | Single   | \$ 11,060.00 |
| 009       | 3016 Summer Shade Dr                                              | 18                        | Single   | \$ 6,210.00  |
| 010       | Noland Gate                                                       | 24 & 24                   | Dual     | \$ 11,500.00 |
| 011       | Noland 42                                                         | 42                        | Single   | \$ 6,300.00  |
| 012       | Noland 36                                                         | 36                        | Single   | \$ 6,300.00  |
| 013       | Mally Wagnon LS,<br>Include 50' of extra<br>cable for each sensor | 18                        | Single   | \$ 6,210.00  |
| 014       | Hannah's                                                          | 30 & 42                   | Dual     | \$ 11,500.00 |
| 015       | LS-12, Farmington LS                                              | 21                        | Single   | \$ 6,200.00  |
| 016       | WL-3, Porter                                                      | 24                        | Single   | \$ 6,300.00  |
| 017       | Hannah's #2                                                       | 30                        | Single   | \$ 6,300.00  |

Please Specify for Unit(s) Bid:

\*MANUFACTURER: ISCO MODEL: #2150

TOTAL BID PRICE: \$ 126,430.00  
(Sum of Items 1-17)

**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: ISCO Teledyne  
*Purchase Order/Payments shall be issued to this name*

\*BUSINESS ADDRESS: P. O. Box 82531

\*CITY: Lincoln \*STATE: NE \*ZIP: 68501

\*PHONE: 800-228-4250 FAX: 402-465-3091

\*E-MAIL: cenloe@isiequip.com

\*BY: (PRINTED NAME) Chris Enloe

\*AUTHORIZED SIGNATURE: 

\*TITLE: Authorized Representative

## UPS: Tracking Information

A. 13  
Page 1 of 1  
Bid # 09-70  
ISCO Teledyne  
Page 8 of 12

### Tracking Results

Your package has been delivered.

Tracking Number: 1Z7193110153349644  
Status: Delivered  
Delivered On: 11/24/2009 10:12 A.M.  
Signed By: HOLMSLEY  
Location: RECEIVER  
Delivered To: FAYETTEVILLE, AR, US  
Shipped/Billed On: 11/23/2009  
Type: Package  
Service: NEXT DAY AIR

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems and information is strictly prohibited.

# Bid 09-70, Addendum 1



**Date:** Monday, November 23, 2009

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 09-70, Sewer Flow Monitors

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

- **Bid 09-70, has the following modifications and clarifications:**

- 1.) Line Item #008 on the bid form (page 12) and monitor site location listing (page 11) shall read dual channels.

Please note this change on the bid form & return this signed addendum with your bid documents.

You may also fax acknowledgment of this addendum to (479)575-8257 with attention to Andrea Foren.

**Acknowledge Addendum #1:**

Printed Name: Chris Enloe

Signature:

Title: Vice President Date: 11-23-09

Company: Instrument & Supply



**INSTRUMENT & SUPPLY, INC.**  
141 Technic Circle, Hot Springs, AR 71901  
Tel: 501-262-3282 Fax: 501-262-4847  
www.isiequip.com

Date: November 23, 2009  
Project: BID 09-70, Sewer Flow Monitors  
Fayetteville, AR  
Bid Date: 11-24-09 @ 2pm  
Our Ref: 1109-06-2401

**TO WHOM IT MAY CONCERN:**

We thank you for the opportunity to bid on this project. Should you have any questions, please do not hesitate to contact us at: 501-262-3282.

We acknowledge addendum #1 and it is attached. We have also included the completed bid form, one (1) set of descriptive literature, one (1) set of technical literature for the 2150 flow meter, and one (1) warranty statement.

We would also like to offer an adder of \$1,089.00 each plus taxes, to add a TCP/IP Ethernet communication module to the flow meter. This adder is offered if purchased at time of the entire equipment purchase. A field installed price is offered at \$1,400.00.

If added, one (1) TCP/IP module would be required per location (not per pipe). This device would provide an "always on" Ethernet connection to the flow meter. The TCP/IP module comes in a NEMA 6 enclosure, suitable for use inside a manhole or other enclosure.

Thank you again for the opportunity.

Sincerely,

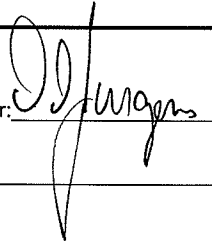
Chris Enloe,  
Authorized ISCO/Teledyne Representative  
And  
Vice President  
Instrument & Supply, Inc.

Enclosures (5)

**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](mailto:Purchasing@ci.fayetteville.ar.us)**

|                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                                 |               |                             |               |                               |                      |                                |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------|---------------|-----------------------------|---------------|-------------------------------|----------------------|--------------------------------|---------------|
| <b>City Of Fayetteville - Purchase Order (PO) Request</b><br>(Not a Purchase Order)<br><b>All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)</b><br><b>All PO Request shall be scanned to the Purchasing e-mail: <a href="mailto:Purchasing@ci.fayetteville.ar.us">Purchasing@ci.fayetteville.ar.us</a></b> |                                  |                                 |               |                             |               | Requisition No.:              |                      | Date:                          |               |
|                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                                 |               |                             |               | P.O Number:                   |                      | Expected Delivery Date:        |               |
| Vendor #:                                                                                                                                                                                                                                                                                                                                                                        |                                  | Vendor Name:                    |               |                             |               | Mail Yes:___ No: <u>X</u>     |                      |                                |               |
| Address:                                                                                                                                                                                                                                                                                                                                                                         |                                  | Fob Point:                      |               |                             |               | Taxable Yes: <u>X</u> No:___  |                      | Quotes Attached Yes:___ No:___ |               |
| P.O. Box 82531                                                                                                                                                                                                                                                                                                                                                                   |                                  | 15 S. Broyles, Fayetteville, AR |               |                             |               |                               |                      |                                |               |
| City: Lincoln                                                                                                                                                                                                                                                                                                                                                                    |                                  | State: NE                       |               | Zip Code: 68501             |               | Ship to code:                 |                      | Division Head Approval:        |               |
| Requester: David Jurgens                                                                                                                                                                                                                                                                                                                                                         |                                  |                                 |               | Requester's Employee #: 490 |               | Extension: 330                |                      |                                |               |
| Item                                                                                                                                                                                                                                                                                                                                                                             | Description                      | Quantity                        | Unit of Issue | Unit Cost                   | Extended Cost | Account Numbers               | Project/Subproject # | Inventory #                    | Fixed Asset # |
| 1                                                                                                                                                                                                                                                                                                                                                                                | Sewer Flow Monitors<br>Bid 09-70 | 1                               | LS            | 126,430.00                  | 126,430.00    | 4520.9530.5801.00             | 2133.0215            |                                |               |
| 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: <u>\$126,430.00</u> |                      |                                |               |
| Bid 09-70                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                 |               |                             |               | Tax: <u>\$11,694.78</u>       |                      |                                |               |
|                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                                 |               |                             |               | Total: <u>\$138,124.78</u>    |                      |                                |               |
| Approvals:<br><br>Mayor: _____<br>Finance & Internal Services Director: _____<br>Dispatch Manager: _____<br>Department Director: <u></u><br>Budget Manager: _____<br>Utilities Manager: _____<br>Purchasing Manager: _____<br>IT Manager: _____<br>Other: _____                              |                                  |                                 |               |                             |               |                               |                      |                                |               |





**City of Fayetteville Staff Review Form**

A. 14  
 Bid # 09-71  
 HACH Company  
 Page 1 of 14

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

15-Dec-09

**City Council Meeting Date  
 Agenda Items Only**

David Jurgens  
**Submitted By**

Water and Sewer  
**Division**

Utilities  
**Department**

**Action Required:**

Approval of the purchase of phosphate and ammonia continuous analyzers from HACH Company for \$33,819.28, plus tax, Bid #09-71.

\$ 36,948  
 Cost of this request

\$ 250,867  
 Category / Project Budget

Wastewater Treatment  
 Program Category / Project Name

5400.5800.5414.00  
 Account Number

\$ 34,682  
 Funds Used to Date

Plant Pumps & Equipment - WWTP  
 Program / Project Category Name

02069  
 Project Number

\$ 216,185  
 Remaining Balance

Water/Sewer  
 Fund Name

**Budgeted Item** ☒

**Budget Adjustment Attached** ☐

*[Signature]*  
 Department Director 25 Nov 09  
 Date

Previous Ordinance or Resolution # \_\_\_\_\_

*[Signature]*  
 City Attorney 11-30-09  
 Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul A. Belin*  
 Finance and Internal Services Director 11-30-2009  
 Date

Received in City Clerk's Office **ENTERED 11-25-09** *[Signature]*

*[Signature]*  
 Chief of Staff 12-1-09  
 Date

Received in Mayor's Office **ENTERED 11/30/09** *[Signature]*

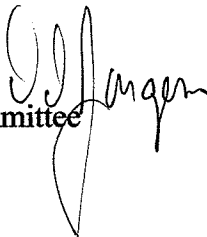
*[Signature]*  
 Mayor 12/1/09  
 Date

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: November 24, 2009

Subject: Approval of purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company for \$33,819.28, plus tax, Bid #09-71

## **RECOMMENDATION**

Staff recommends approval of bid #09-71 for the purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company for \$33,819.28, plus \$3,128.56 tax.

## **BACKGROUND**

This bid is for the replacement of the existing system: Hach Phosphax<sup>®</sup> Compact Phosphate Analyzer, and Hach Amtax<sup>®</sup> Compact Analyzer; both of which are jointly supplied filtered sample by a Hach Filterprobe sc<sup>®</sup> Ultrafiltration System. The existing system was bought in 2003 and installed at the last stage of the biological nutrient removal process. The equipment has become technologically outdated, no longer provides full service function, and is increasingly costly to maintain and operate.

The on-line analyzers provide instantaneous monitoring data on Phosphorus and Ammonia prior to discharge. The availability of the data allows plant operators to make timely decisions on process control, which are critical to NPDES permit compliance. The equipment is also a part of the plant automation, which minimizes labor cost on monitoring and testing.

## **DISCUSSION**

The City received one bid on November 24, 2009 from HACH Company in the amount of \$33,819.28. The bid has been reviewed by staff, and meets all specifications.

## **BUDGET IMPACT**

Funds are available within the Wastewater Treatment Plant Pumps & Equipment project.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #09-71 AND APPROVING  
THE PURCHASE OF PHOSPHATE AND AMMONIA  
CONTINUOUS ANALYZERS AND OTHER NECESSARY  
COMPONENTS FROM HACH COMPANY IN THE AMOUNT OF  
\$36,947.84 FOR USE AT THE NOLAND WASTEWATER  
TREATMENT PLANT

**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  
#09-71 and approves the purchase of phosphate and ammonia continuous analyzers and other  
necessary components from HACH Company in the amount of \$36,947.84 for use at the Noland  
Wastewater Treatment Plant.

**PASSED and APPROVED** this 15<sup>th</sup> day of Decemeber, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



BID: 09-71  
11/24/2009  
3:00 PM  
CITY OF FAYETTEVILLE

## Bid 09-71, Phosphate and Ammonia Analyzers

| BIDDER         | Manufacturer | Model                 | Total Bid Price |
|----------------|--------------|-----------------------|-----------------|
| 1 Hach Company | Hach Company | Hach Amtax & Phosphax | \$33,819.28     |

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

CERTIFIED: P. Vice Sharon 11/24/09  
P. VICE, PURCH MGR WITNESS DATE



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

## INVITATION TO BID

**INVITATION TO BID: BID 09-71, Phosphate and Ammonia Analyzers**  
**DEADLINE: Tuesday, November 24, 2009 at 3:00 PM, Central Standard Time**  
**DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**  
**PURCHASING AGENT: Andrea Foren, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us), 479.575.8220**  
**DATE OF ISSUE AND ADVERTISEMENT: Monday, November 16, 2009**

### **INVITATION TO BID** **BID 09-71, Phosphate and Ammonia Analyzers**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 09-71, Phosphate and Ammonia Analyzers" 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.

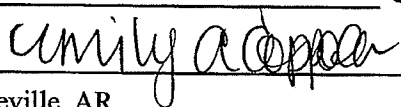
Name of Firm: Hach Company

Contact Person: Emily Coppola Title: Project Specialist I

E-Mail: bids@hach.com Phone: (800) 227-4224

Business Address: 5600 Lindbergh Drive

City: Loveland State: CO Zip: 80538

Signature:  Date: 11/19/2009

City of Fayetteville, AR  
Bid 09-71, Phosphate and Ammonia Analyzers  
Page 1 of 8

City of Fayetteville  
Bid 09-71, Phosphate and Ammonia Analyzers  
Project & Product Information

---

1. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website ([www.accessfayetteville.org](http://www.accessfayetteville.org)). Bids with missing pages or missing any requested attachment will be deemed incomplete.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bids received after the date and time set for receiving bids will not be considered.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
5. The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.
6. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor. Faster payment is offered through acceptance of Visa.
7. All products delivered shall comply with applicable standards of quality.
8. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
9. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the furnishing of the items bid. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.
10. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
11. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
12. 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.
13. The City reserves the right to request any additional information it deems necessary from any

or all bidders after the submission deadline.

14. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
15. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.
16. Bids must be received by mail or hand delivery in the ***Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701***, on or before the time of closing listed on the face of the bid. **No bids shall be accepted via e-mail or fax.**
17. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
18. Items bid must be delivered FOB City of Fayetteville West Side Wastewater Treatment Plant, 15 S. Broyles Road, Fayetteville, AR 72701. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.
19. Any discrepancy between the specifications and plans should be brought to attention immediately, in writing, to Andrea Foren at [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us).
20. 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.
21. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.
22. **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](mailto:aforen@ci.fayetteville.ar.us) ). It is the intent and goal of the City of Fayetteville Purchasing Division to provide bid packets that provide a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms & documents.**
23. "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."



24. The City of Fayetteville shall take ownership of product when products bid arrive undamaged at the specified shipping location.

**25. ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**

City of Fayetteville  
Bid 09-71, Phosphate and Ammonia Analyzers  
Product Information & Specifications

---

**1.0 Description**

- 1.1 The City of Fayetteville is soliciting bids for the replacement of one phosphate and one ammonia continuous analyzers at the Paul R. Noland Wastewater treatment plant. This bid is for the replacement of the existing system: Hach Phosphax<sup>®</sup> Compact Phosphate Analyzer, and Hach Amtax<sup>®</sup> Compact Analyzer; both of which are jointly supplied filtered sample by a Hach Filterprobe sc<sup>®</sup> Ultrafiltration System.

**2.0 Detailed Instrument Specifications**

**2.1 Complete System Requirements**

- Y 2.1.1 One phosphate and one ammonia analyzer must be supplied.
- Y 2.1.2 Devices must be capable of accurately and precisely measuring phosphate and ammonia concentrations in wastewater.
- Y 2.1.3 Both devices must be controlled by a single controller. The controller must have a probe module and a display module.
- Y 2.1.4 Analyzers must be supplied with an integrated filtering apparatus.
- Y 2.1.5 Sampling and reporting time must total less than five minutes.
- Y 2.1.6 Sampling frequency must be adjustable by user with a frequency of at least one sample every five minutes.
- Y 2.1.7 Instruments must maintain stated accuracy and reproducibility at pH range of 5-9 pH and operation temperature of -20 to 45 °C.
- Y 2.1.8 Both analyzers must self clean and calibrate.
- Y 2.1.9 Controller output must be 4-20mA with networking capability.

**2.2 Phosphate Analyzer Requirements**

- Y 2.2.1 Phosphate concentrations must be reported as mg Orthophosphate-phosphorus/L.
- Y 2.2.2 Measurement range must encompass a range of at least 0.05 to 15 mg phosphate-P/L.
- Y 2.2.3 Accuracy and reproducibility for measuring phosphate must be at least  $\pm 2\%$  at 0.05 mg phosphate/L.

**2.3 Ammonia Analyzer Requirements**

- Y 2.3.1 Ammonia concentrations must be reported as mg ammonia/L.
- Y 2.3.2 Measurement range must encompass a range of at least 0.05 to 20 mg ammonia/L.

- Y 2.3.3 Sample accuracy must be at least  $\pm 3\%$  at 0.05 mg ammonia/L, with reproducibility of at least  $\pm 2\%$  at 0.05 mg ammonia/L.

2.4 Installation Requirements

- Y 2.4.1 Include necessary mounting kit.
- Y 2.4.2 Provide manufacture representative on-site for support during instrument startup.

**NOTE: ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**

City of Fayetteville  
Bid 09-71, Phosphate and Ammonia Analyzers  
Bid Form

**\*GUARANTEED DELIVERY DATE:** 3 Weeks ARO

**F.O.B.** Paul R. Noland Wastewater Treatment Plant, 1400 N. Fox Hunter Rd, Fayetteville, AR 72701

| ITEM: | DESCRIPTION:               | QUANTITY: | *PRICE EACH:        | *TOTAL PRICE       |
|-------|----------------------------|-----------|---------------------|--------------------|
| 1.    | Whole System (per details) | 1         | \$ <u>33,819.28</u> | \$ <u>33819.28</u> |

**Please Specify for Unit(s) Bid:**

**\*MANUFACTURER:** Hach Company

**MODEL:** Hach Amtax & Phosphax

**TOTAL BID PRICE:**

\$ 33,819.28

**EXECUTION OF BID -**

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

Upon signing this Bid, the bidder certifies that:

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

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

**\*NAME OF FIRM:** Hach Company

*Purchase Order/Payments shall be issued to this name*

**\*BUSINESS ADDRESS:** 5600 Lindbergh Drive

**\*CITY:** Loveland

**\*STATE:** CO

**\*ZIP:** 80538

**\*PHONE:** (800) 227-4224

**FAX:** (970) 461-3911

**\*E-MAIL:** bids@hach.com

**\*BY: (PRINTED NAME)** Emily A. Coppola

**\*AUTHORIZED SIGNATURE:** Emily A. Coppola

**\*TITLE:** Project Specialist I

N/A

City of Fayetteville  
Bid 09-71, Phosphate and Ammonia Analyzers  
Statement of No Bid (submit if applicable)

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

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

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

\*NAME OF FIRM: \_\_\_\_\_

\*BUSINESS ADDRESS: \_\_\_\_\_

\*CITY: \_\_\_\_\_ \*STATE: \_\_\_\_\_ \*ZIP: \_\_\_\_\_

\*PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\*E-MAIL ADDRESS: \_\_\_\_\_

\*BY : (PRINTED NAME) \_\_\_\_\_

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: \_\_\_\_\_ \*DATE: \_\_\_\_\_

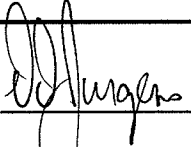
\*PLEASE LIST OTHER COMMENTS BELOW:

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

**City Of Fayetteville - 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](mailto:Purchasing@ci.fayetteville.ar.us)*

|                                                 |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
|-------------------------------------------------|---------------------------------|----------|------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------|-------------------------|------------------------------------|----------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------------|--|
| Vendor #: <b>05160</b>                          |                                 |          |                  |                                                                                                           |                             | Vendor Name: <b>HACH Company</b>   |                         | Requisition No.: <b>OMI 09- 09</b> |                                                                            | Date: <b>24-Nov-09</b>                   |                                                                               |  |
| Address: <b>P.O. Box 608</b>                    |                                 |          |                  |                                                                                                           |                             | Fob Point: <b>Fayetteville, AR</b> |                         | P.O Number:                        |                                                                            | Expected Delivery Date: <b>31-Dec-09</b> |                                                                               |  |
| City: <b>Loveland</b>                           |                                 |          | State: <b>CO</b> |                                                                                                           | Zip Code: <b>80539-0608</b> |                                    | Ship to code: <b>95</b> |                                    | Mail Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> |                                          | Taxable Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> |  |
| Requester: <b>Duyen Tran</b>                    |                                 |          |                  |                                                                                                           |                             | Requester's Employee #: <b>OMI</b> |                         | Extension: <b>443-3292</b>         |                                                                            | Division Head Approval:                  |                                                                               |  |
| Item                                            | Description                     | Quantity | Unit of Issue    | Unit Cost                                                                                                 | Extended Cost               | Account Numbers                    |                         | Project/Subproject #               | Inventory #                                                                | Fixed Asset #                            |                                                                               |  |
| 1                                               | Phosphate and Ammonia Analyzers | 1        | system           | \$33,819.28                                                                                               | \$33,819.28                 | 5400.5800.5210.00                  |                         | 02071                              |                                                                            |                                          |                                                                               |  |
| 2                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 3                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 4                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 5                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 6                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 7                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 8                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 9                                               |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| 10                                              |                                 |          |                  |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| *                                               | Shipping/Handling               |          | Lot              |                                                                                                           |                             |                                    |                         |                                    |                                                                            |                                          |                                                                               |  |
| Special Instructions:<br>____ Bid # 09-71 _____ |                                 |          |                  |                                                                                                           |                             |                                    |                         | Subtotal: <b>\$33,819.28</b>       |                                                                            |                                          |                                                                               |  |
|                                                 |                                 |          |                  |                                                                                                           |                             |                                    |                         | Tax: <b>\$3,128.28</b>             |                                                                            |                                          |                                                                               |  |
|                                                 |                                 |          |                  |                                                                                                           |                             |                                    |                         | Total: <b>\$36,947.56</b>          |                                                                            |                                          |                                                                               |  |
| 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. 15  
Fiber Optic Data  
Communication Line  
Page 1 of 8

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

12/15/2009

City Council Meeting Date  
Agenda Items Only

David Jurgens

Submitted By

Utilities

Division

Utilities

Department

**Action Required:**

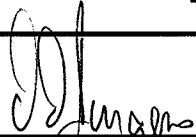
Staff recommends approving two budget adjustments, one from Solid Waste for \$116,128 and one from Water/Sewer for \$57,000, to provide funding for the installation of a fiber optic data communication line from City Hall to City facilities on South Happy Hollow Road, and on to Water & Sewer Operations on Industrial Drive.

|                                     |                           |                                 |
|-------------------------------------|---------------------------|---------------------------------|
| Cost of this request                | \$ -                      | Fiber Optic Cable Project       |
|                                     | Category / Project Budget | Program Category / Project Name |
| 5500.5000.5801.00/5400.4000.5801.00 | \$ -                      | Solid Waste Improvements        |
| Account Number                      | Funds Used to Date        | Program / Project Category Name |
| 09028 / 0901                        | \$ -                      | Solid Waste/ Water & Sewer      |
| Project Number                      | Remaining Balance         | Fund Name                       |

Budgeted Item

☐

Budget Adjustment Attached

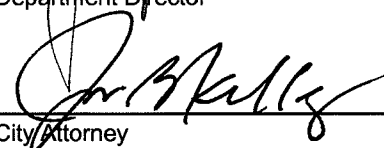
☒
  
Department Director

 17 Nov 09  
Date

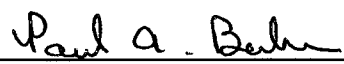
Previous Ordinance or Resolution #

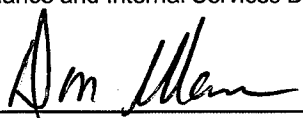
Original Contract Date:

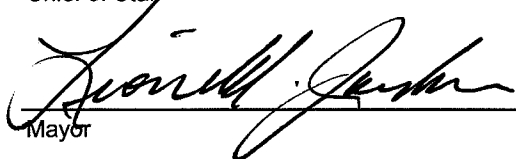
Original Contract Number:

  
City Attorney

 11-18-09  
Date

  
Finance and Internal Services Director

 11-19-2009  
Date
Received in City  
Clerk's Office
  
Chief of Staff

 11-30-09  
Date
Received in  
Mayor's Office
  
Mayor

 12/1/09  
Date

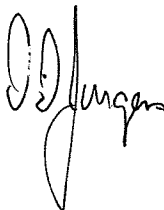
Comments:



To: Fayetteville City Council

Thru: Fayetteville Water and Sewer Committee  
Mayor Lioneld Jordan  
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director



Date: November 17, 2009

Subject: Fiber Optic Data Communication Line from City Hall to Happy Hollow City Facilities and Industrial Drive (Water/Sewer Operations)

## **RECOMMENDATION**

Staff recommends approving two budget adjustments, one from Solid Waste for \$116,128 and one from Water/Sewer for \$57,000, to provide funding for the installation of a fiber optic data communication line from City Hall to City facilities on South Happy Hollow Road, and on to Water & Sewer Operations on Industrial Drive.

## **BACKGROUND**

Computer connectivity at the City's facilities on Happy Hollow and Industrial Drive is currently provided via T1 connections. With the City's mapping, internet, intranet, and number of users, the connections are inadequate and, as a result, incredibly slow. Maps and other large files often take more than five minutes to open. This significantly reduces staff efficiency and increases frustration. Customer service is severely hampered- it takes too long to pull up most data to answer a relatively simple customer question in a single telephone call.

## **DISCUSSION**

Providing fiber connections to our remote sites brings numerous benefits. The increased connection speed will allow greater productivity as well as access to resources that are currently inaccessible due to the lack of bandwidth and the resulting slow connection speed. Providing higher bandwidth to these sites will bring unity to the network and provide a rich platform for collaboration between divisions. Fiber optic cable is not as susceptible to the elements as the current connection, and thus will provide a more stable connection. The cost savings related to greater efficiency and higher availability are difficult to quantify but impossible to deny.

Information Technology staff recommends the City own and maintain the fiber connections. Leasing fiber from a third party adds significant operational costs and limits our network flexibility. Current operational costs are \$7,914.12 annually; with this proposal, operational costs will be \$1,800.00 annually. If lease cable was used, the annual operational cost would be \$60,000.00 annually. Based on preliminary estimates from contractors, we believe the line can be installed for approximately \$170,000. Utilities staff is developing a formal design.

## **BUDGET IMPACT**

Budget adjustments for the 2009 budget totaling \$173,128.00 are attached. The Solid Waste BA for \$116,128 reflects savings created by taking container maintenance in-house, which allowed us to purchase many fewer containers. We save approximately \$500 per container by repairing them in house. The Water/Sewer BA for \$57,000 reflects savings existing in construction materials budget lines. Upon completion of the project, total costs will be allocated among users of the improvement (Solid Waste, Water/Sewer, Transportation, Parks, Animal Services, Fire, and Fleet). The allocation will be based on the number of computers connected at each division. The Solid Waste and Water/Sewer funds will be reimbursed for the amounts expended over their proportional share.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING BUDGET ADJUSTMENTS TO FUND  
INSTALLATION OF A FIBER OPTIC DATA COMMUNICATION LINE  
FROM CITY HALL TO CITY FACILITIES ON SOUTH HAPPY  
HOLLOW ROAD AND ON TO WATER AND SEWER OPERATIONS  
ON INDUSTRIAL DRIVE

**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 to the water and sewer fixed assets account as indicated in the attached exhibit, which is made a part of this Resolution as if set out word for word herein, for the purpose of funding a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to water and sewer operations on Industrial Drive.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment to the solid waste fixed assets account as indicated in the attached exhibit, which is made a part of this Resolution as if set out word for word herein, for the purpose of funding a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to water and sewer operations on Industrial Drive.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

By: \_\_\_\_\_  
SONDRA E. SMITH, City Clerk/Treasurer

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

A. 15  
Fiber Optic Data  
Communication Line  
Page 4 of 8

|                                |                                                                                                                                  |                                        |                   |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|
| Budget Year<br><br><b>2009</b> | Department: <b>Operations</b><br>Division: <b>Solid Waste &amp; Recycling</b><br>Program: <b>Operations &amp; Administration</b> | Date Requested<br><br><b>10/6/2009</b> | Adjustment Number |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|

Project or Item Added/Increased:  
\$116,128 is requested in the Fixed Assets account.

Project or Item Deleted/Reduced:  
Reduce multiple Solid Waste Fund accounts as shown on the attached page for a total amount of \$116,128.

Justification of this Increase:  
Funds are needed to cover expenses associated with the installation of 24 mode single fiber on existing utility poles from City Administration to off-site City locations. Fiber optic installation is needed to allow for network stability necessary for the efficient operation of City facilities located on Happy Hollow Rd.

Justification of this Decrease:  
Declining economic conditions have caused a reduction in business demand allowing for the additional funding needed to facilitate the fiber optic upgrade. Sufficient funding remains to meet annual objectives.

| Increase Budget |                |              |                |
|-----------------|----------------|--------------|----------------|
| Account Name    | Account Number | Amount       | Project Number |
|                 |                | See Attached |                |
|                 |                |              |                |
|                 |                |              |                |
| Decrease Budget |                |              |                |
| Account Name    | Account Number | Amount       | Project Number |
|                 |                |              |                |
|                 |                |              |                |
|                 |                |              |                |

V.090403

|                     |            |
|---------------------|------------|
| Division Head       | Date       |
|                     | 11-13-09   |
| Budget Director     | Date       |
|                     | 17 Nov 09  |
| Department Director | Date       |
|                     | 11-30-2009 |
| Finance Director    | Date       |
|                     | 11-30-09   |
| Chief of Staff      | Date       |
|                     |            |
| Mayor               | Date       |

Budget & Research Use Only

Type:     A       B       C       D       E

Requested By                      Ginny Gundlach

General Ledger Date                      \_\_\_\_\_

Posted to General Ledger                      \_\_\_\_\_

Posted to Project Accounting                      \_\_\_\_\_

|         |      |
|---------|------|
| Initial | Date |
| Initial | Date |

## Budget Adjustment Detail Backup

| Account Name                    | Account Number    | Increase<br>Budget | Decrease<br>Budget | Project# | Sub# | Project Description |
|---------------------------------|-------------------|--------------------|--------------------|----------|------|---------------------|
| Fixed Assets                    | 5500.5000.5801.00 | 116,128            |                    | 09028    | 0901 |                     |
| Signs                           | 5500.5010.5212.00 |                    | 3,000              |          |      |                     |
| Container Maint Supplies        | 5500.5010.5226.00 |                    | 13,000             |          |      |                     |
| Containers                      | 5500.5010.5227.00 |                    | 20,000             |          |      |                     |
| Minor Equipment                 | 5500.5020.5210.00 |                    | 18,000             |          |      |                     |
| Minor Equipment                 | 5500.5030.5210.00 |                    | 8,000              |          |      |                     |
| Containers                      | 5500.5030.5227.00 |                    | 20,000             |          |      |                     |
| Solid Waste Collection Supplies | 5500.5060.5225.00 |                    | 5,000              |          |      |                     |
| Containers                      | 5500.5060.5227.00 |                    | 10,000             |          |      |                     |
| Containers                      | 5500.5070.5227.00 |                    | 18,000             |          |      |                     |
| Professional Services           | 5500.5070.5314.00 |                    | 1,128              |          |      |                     |
|                                 |                   | <u>116,128</u>     | <u>116,128</u>     |          |      |                     |

# Budget Adjustment Detail Backup

A. 15  
Fiber Optic Data  
Communication Line  
Page 6 of 8

| Account Name | Account Number | Increase<br>Budget | Decrease<br>Budget | Project# | Sub# | Project Description |
|--------------|----------------|--------------------|--------------------|----------|------|---------------------|
|--------------|----------------|--------------------|--------------------|----------|------|---------------------|

## BUDGET ADJUSTMENT SUMMARY BY FUND

| Funding Source Summary | Fund# | Increase | Decrease | Difference |
|------------------------|-------|----------|----------|------------|
| Solid Waste            | 5500  | 116,128  | 116,128  | -          |
|                        |       | 116,128  | 116,128  | -          |
| Detail Vs. Summary     |       | -        | -        |            |

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

A. 15  
Fiber Optic Data  
Communication Line  
Page 7 of 8

|                                |                                                                                                                                    |                                         |                   |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------|
| Budget Year<br><br><b>2009</b> | Department: <b>Operations</b><br>Division: <b>Water &amp; Sewer Maintenance</b><br>Program: <b>Operations &amp; Administration</b> | Date Requested<br><br><b>11/12/2009</b> | Adjustment Number |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------|

|                                                                                                    |                                                                                |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Project or Item Added/Increased:<br>\$57,000 is requested in the Water/Sewer Fixed Assets account. | Project or Item Deleted/Reduced:<br>Reduce multiple Water/Sewer Fund accounts. |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Justification of this Increase:<br>Funds are needed to cover expenses associated with the installation of 24 mode single fiber on existing utility poles from City Administration to off-site City locations. Fiber optic installation is needed to allow for network stability necessary for the efficient operation of City facilities located on Industrial Drive. | Justification of this Decrease:<br>Declining economic conditions have caused a reduction in business demand allowing for the additional funding needed to facilitate the fiber optic upgrade. Sufficient funding remains to meet annual objectives. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Increase Budget |      | Account Number |      |    |  | Amount |  | Project Number |      |
|-----------------|------|----------------|------|----|--|--------|--|----------------|------|
| Account Name    |      |                |      |    |  |        |  |                |      |
| Fixed Assets    | 5400 | 4000           | 5801 | 00 |  | 57,000 |  | 09028          | 0901 |

| Decrease Budget        |      | Account Number |      |    |  | Amount |  | Project Number |  |
|------------------------|------|----------------|------|----|--|--------|--|----------------|--|
| Account Name           |      |                |      |    |  |        |  |                |  |
| Construction Materials | 5400 | 1830           | 5216 | 00 |  | 10,000 |  |                |  |
| Construction Materials | 5400 | 4310           | 5216 | 00 |  | 32,000 |  |                |  |
| Minor Equipment        | 5400 | 4000           | 5210 | 00 |  | 15,000 |  |                |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="margin-bottom: 10px;">           Division Head _____ Date <u>11-13-09</u> </div> <div style="margin-bottom: 10px;">           Budget Director _____ Date <u>17 Nov 09</u> </div> <div style="margin-bottom: 10px;">           Department Director _____ Date _____         </div> <div style="margin-bottom: 10px;">           Finance Director _____ Date _____         </div> <div style="margin-bottom: 10px;">           Chief of Staff _____ Date <u>11-30-09</u> </div> <div style="margin-bottom: 10px;">           Mayor _____ Date <u>12/1/09</u> </div> | <p align="right">V.090403</p> <p align="center">Budget &amp; Research Use Only</p> <div style="margin-bottom: 10px;">           Type:      A              B              C              D              E         </div> <div style="margin-bottom: 10px;">           Requested By _____         </div> <div style="margin-bottom: 10px;">           General Ledger Date _____         </div> <div style="margin-bottom: 10px;">           Posted to General Ledger      Initial _____ Date _____         </div> <div style="margin-bottom: 10px;">           Posted to Project Accounting      Initial _____ Date _____         </div> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**City of Fayetteville Staff Review Form**

A. 16  
Lake Fayetteville Boat  
Dock Operator Contract  
Page 1 of 10

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

12/15/2009

City Council Meeting Date  
Agenda Items Only

Connie Edmonston

**Submitted By**

Parks & Recreation

**Department**

**Division**

**Action Required:**

A resolution awarding the Lake Fayetteville Boatdock Operator Contract to Dollie Black in the amount of \$36,771.

\$36,771

Cost of this request

\$

74,953.00

Category / Project Budget

Services and Charges

Program Category / Project Name

1010.5250.5315.00

Account Number

2010 Budget

Funds Used to Date

Lake Maintenance

Program / Project Category Name

\$

74,953.00

Remaining Balance

General Fund

Fund Name

Project Number

Budgeted Item

☒

Budget Adjustment Attached

☐

Connie Edmonston  
Department Director

11/23/2009

Date

Previous Ordinance or Resolution #

\_\_\_\_\_

John Kelly  
City Attorney

11-24-09

Date

Original Contract Date:

\_\_\_\_\_

Original Contract Number:

\_\_\_\_\_

Paul A. Babin  
Finance and Internal Services Director

11-25-2009

Date

Received in City  
Clerk's Office



Don Man  
Chief of Staff

11-25-09

Date

Received in  
Mayor's Office



Frederick Jordan  
Mayor

11/25/09

Date

Comments:



A. 16  
Lake Fayetteville Boat  
Dock Operator Contract  
Page 2 of 10

## 12/15/2009

**City Council Meeting Date**  
**Agenda Items Only**

Operations  

---

Department

A resolution awarding the Lake Fayetteville Boatdock Operator Contract to Dollie Black in the amount of \$36,771.

**Budget Adjustment Attached**

Comments: Contingent upon City Council approval of the 2010 proposed budget.

Lake Fayetteville Boatdock Operator Contract  
p. 1

City Council Meeting of December 15, 2009

## **CITY COUNCIL AGENDA MEMO**

---

**To:** Mayor Jordan and City Council

**Thru:** Don Marr, Chief of Staff

**From:** Connie Edmonston, Parks and Recreation Director 

**Date:** November 19, 2009

**Subject:** A resolution awarding the Lake Fayetteville Boatdock Operator Contract to Dollie Black in the amount of \$36,771.

---

### **RECOMMENDATION**

Parks and Recreation recommends approval of a resolution awarding the Lake Fayetteville Boatdock Operator Contract to Dollie Black in the amount of \$36,771.

### **BACKGROUND**

Jim and/or Dollie Black have been the Boatdock Operators at Lake Fayetteville for the past 21 years. Her contract expires effective December 31, 2009. A Selection Committee was formed according to the Professional Selection Policy to select a contractor. One bid for the RFP was received and approved by the Selection Committee. The amount approved by City Council in the 2010 budget for the Lake Fayetteville and Lake Sequoyah Boatdock contracts remained the same as in 2009. The contract amount requested by Dollie Black was three percent higher than 2009. Dollie Black agreed to negotiate this contract to remain the same as the 2009 contract due to budget restraints as outline in her attached memo.

### **DISCUSSION**

The Committee selected Dollie Black to be the Lake Fayetteville Boatdock Operator in the amount of \$36,771. The term of these contracts are on an annual basis pending upon budget approval by City Council. The Contract may be automatically renewed for five consecutive one year terms with compensation adjusted annually by three percent of the contracted amount for the prior year upon approval in the Annual Budget process.

### **BUDGET IMPACT**

This contract is within the budget for the proposed 2010 budget.

Attachments:

Contract Lake Fayetteville

Dollie Black's Memo

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING A LAKE FAYETTEVILLE BOAT DOCK  
OPERATOR CONTRACT WITH DOLLIE BLACK IN THE AMOUNT OF  
\$36,771.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves a contract with Dollie Black in the amount of \$36,771.00 for operation of the Lake Fayetteville boat dock. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

## Lake Fayetteville Boat Dock Operator Contract CITY OF FAYETTEVILLE, ARKANSAS

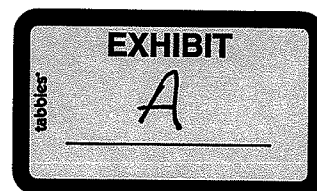
### OPERATING CONTRACT FOR LAKE FAYETTEVILLE BOAT DOCK

For the total amount of \$36,771.00 to be paid in monthly installments, Dollie Black (the "Contractor") agrees to provide the list of services and requirements to the City of Fayetteville beginning January 1, 2010 and ending December 31, 2010. Either party may cancel this contract by giving the other party sixty (60) days written notice of cancellation. The Contractor further certifies possession of the initial capital monies to commence boat dock operations.

The City agrees to pay the Contractor in current funds for the performance of the listed services and requirements by making payments to the contractor no later than the 15<sup>th</sup> of each month.

### **CONTRACTED SERVICES AND REQUIREMENTS**

1. Contractor shall operate and manage the Lake Fayetteville Boat Dock. Contractor shall be an independent contractor not an employee of the City. The Lake Fayetteville Boat Dock is closed each year from December 24, through January 14. The operator is responsible for supervising the boat dock during this time.
2. Contractor shall open and close the lake gates seven days a week at Sunrise and Sunset. Contractor is required to respond to City Central Dispatch requests 24 hours a day to provide assistance to citizen lock-ins at secured Lake Fayetteville gates.
3. Contractor shall collect boat stall rentals, storage rentals, fishing permits, and boating permits. These fees are submitted to the Parks and Recreation Office on a weekly basis or as otherwise approved by the Parks and Recreation Director during the slow season.
4. Contractor shall prepare reports and keep records as required by the Parks and Recreation Director.
5. Contractor shall enforce lake rules and regulations as adopted by the Fayetteville Code of Ordinance Chapter 97, Section 97.070 and 97.999. Contractor is to act in the best interest of city property or public safety in response to ordinance violations.
6. Contractor shall provide proof of liability insurance with a minimum coverage of:
  - Workers' Compensation: Statutory Amount.
  - \$300,000.00 for one person involved in death or injury.
  - \$500,000.00 for two or more persons involved in death or injury.



For any work subcontracted, 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, Contractor 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. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

7. Contractor shall provide a \$1,000 bond for performance and payment of items in relation to this contract.
8. Contractor shall receive prior approval from the Parks and Recreation Director for any special event conducted at Lake Fayetteville.
9. Contractor shall mow and manicure within the secured confines of the Lake Fayetteville Boatdock area. Grounds must be maintained according to park standards. Contractor shall provide all equipment necessary for the maintenance of these grounds.
10. Contractor shall pick up trash and clean the office and restroom on a daily basis. Contractor is to supply cleaning and restroom supplies. This is a public restroom which will be used by park patrons utilizing the trails and other park features.
11. Contractor shall attend a citizen service workshop administered by the Parks and Recreation Division and adhere to the public relation policies and procedures.
12. Contractor shall conduct the following at the Lake Fayetteville Boat Dock:
  - a. Sell concessions in compliance with all applicable State and Federal Laws, Municipal Ordinances, Health Department Regulations and the rules and regulations of all authorities having jurisdiction over the performance of this project.
  - b. Sell related fishing equipment and supplies.
  - c. Provide other services which the Parks and Recreation Director determines will enhance the operation of Lake Fayetteville.
  - d. All appliances and amenities related to the sale of equipment and supplies must be provided by the contractor.
13. Contractor is hereby granted a temporary license to place and maintain a mobile home in Lake Fayetteville Boat Dock area. Mobile homes style, condition, and location site must be approved by the Parks and Recreation Director. Mobile home shall be structurally sound and skirting shall be installed around the perimeter.
  - a. Contractor agrees to accept financial responsibility for the electric and natural gas at the mobile home site. In exchange therefore, the City of Fayetteville agrees to be responsible for the municipal water

account at the site. City will be responsible for the telephone utilities at the boatdock office and the Contractor will be responsible for the telephone utilities at the mobile home.

- b. Contractor agrees to maintain the mobile home and the grounds adjacent to the residence in good and orderly appearance, to include grass, shrubs, and trees; place all trash or refuse in appropriate containers; and assist in monitoring the property and improvements owned by the City of Fayetteville.
- c. Contractor understands and agrees that he/she must receive Parks and Recreation Division staff approval prior to making any improvements to the site, including but not limited to the construction, installation, or placement of fencing, storage buildings, or other facilities. Outdoor storage of any personal property must be pre-approved by the Parks and Recreation Director.
- d. Contractor understands and agrees that he/she shall be solely responsible for insuring all personal property against any damage or loss whatsoever, and that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.
- e. Contractor understands and agrees that the property shall be used for residential purposes only.
- f. Contractor hereby agrees that upon termination of the Operating Contract for Lake Fayetteville Boat Dock by expiration or by earlier termination for any reason whatsoever, contractor will peacefully deliver possession of the premises to the City of Fayetteville, and remove his/her mobile home forthwith. In the event it should become necessary for the City of Fayetteville to institute any action of law to recover possession at the time of termination, whenever and however termination may occur, Contractor agrees that he/she will pay all costs and expenses of such action, including reasonable attorneys' fees.
- g. Contractor agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.

- 14. It is agreed that the failure of the City of Fayetteville to invoke any of the available remedies under this agreement or under lay in the event of one or more breaches or defaults by contractor under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the City of Fayetteville from invoking such remedies in the event of any future breach or default.
- 15. Each paragraph in this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or

subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16. Contractor shall not act as a broker or facilitate sales of boats.
17. Upon budget approval by the City Council, the term of the Contract shall be for one (1) year. However, said Contract may automatically renew for five (5) consecutive one (1) year terms, with compensation being adjusted each renewal period by three percent (3%) of the contracted amount for the prior year. Such automatic renewal and increase shall be subject to budget approval by the City Council.
18. Either party may terminate this contract at any time by giving the other party sixty (60) days written notice of termination.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in three (3) counterparts, each of which will be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_ 2009.

**CITY OF FAYETTEVILLE**

ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

\_\_\_\_\_  
Lioneld Jordan, Mayor

*Dollie B. Black*  
Dollie Black  
Lake Fayetteville Contractor

DATE: November 16, 2009  
TO: City of Fayetteville Purchasing Division  
FROM: Dollie Black   
RE: Lake Fayetteville Boatdock Operator Contract

In the RFP that I submitted to the City of Fayetteville for the Lake Fayetteville Boatdock Operator Contract, I requested \$37,874.13 for the annual compensation, which is a three percent increase over the 2009 contract. The contract states there is a three percent increase each year pending upon City Council's approval of the budget. Connie Edmonston, Parks & Recreation Director, requested that I consider the contract amount to be the same as in 2009 due to the fact of the declining economy, City Staff's wages were frozen, and the Parks and Recreation Department's budget kept the boatdock contract compensation at the 2009 amount of \$36,771. With this memo, I thereby consent to accept an annual contract amount of \$36,771 for 2010.

cc: Connie Edmonston, Parks & Recreation Director



# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:

Date:

A. 16

Lake Fayetteville Boat

Dock Operator Contract

Page 10 of 10

P.O Number:

Expected Delivery Date:

Vendor #:

18138

Vendor Name:

Dollie Black

Mail

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Address:

Fob Point:

Taxable

Yes: \_\_\_\_\_

No: \_\_\_\_\_

Quotes Attached

Yes: \_\_\_\_\_

No: \_\_\_\_\_

City:

State:

Zip Code:

Ship to code:

Divison Head Approval:

*Bonnie Edmonston*

Requester:

Tracie Martin

Requester's Employee #:

1141

Extension:

406

| Item | Description                            | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|----------------------------------------|----------|---------------|-----------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Contract Payment for Lake Fayetteville | 12       | months        | 3,064.25  | \$36,771.00   | 1010.5250.5315.00 |                      |             |               |
| 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:

2010 PURCHASE ORDER

Subtotal:

\$36,771.00

Tax:

Total:

\$36,771.00

Approvals:

Mayor: \_\_\_\_\_

Department Director: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Finance & Internal Services Director: \_\_\_\_\_

Budget Manager: \_\_\_\_\_

IT Manager: \_\_\_\_\_

Dispatch Manager: \_\_\_\_\_

Utilities Manager: \_\_\_\_\_

Other: \_\_\_\_\_

## City of Fayetteville Staff Review Form

A. 17  
Arkansas Forestry  
Commission Grant  
Page 1 of 12

City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

Connie Edmonston/Greg Howe

Submitted By

Urban Forestry

Division

Parks & Recreation

Department

## Action Required:

A resolution to accept a grant from the Arkansas Forestry Commission via the U. S. Forest Service in the amount of \$81,915.

|                      |                           |                                 |
|----------------------|---------------------------|---------------------------------|
| n/a                  | \$ -                      | Ice Storm Recovery Grant        |
| Cost of this request | Category / Project Budget | Program Category / Project Name |
| 4470.9470.5315.00    |                           | 30,090                          |
| 4470.9470.5220.00    | \$ -                      | \$31,825                        |
| Account Number       | Funds Used to Date        | Program / Project Category Name |
| 09032                | \$ -                      | Sales Tax Capital               |
| Project Number       | Remaining Balance         | Fund Name                       |

Budgeted Item

☐

Budget Adjustment Attached

☒

Connie Edmonston  
Department Director

11-19-09  
Date

Previous Ordinance or Resolution #

Greg Howe  
City Attorney

11-24-09  
Date

Original Contract Date:

Original Contract Number:

Paul A. Beck  
Finance and Internal Services Director

11-25-2009  
Date

Received in City  
Clerk's Office



Don Man  
Chief of Staff

11-30-09  
Date

Received in  
Mayor's Office



Timothy J. Jordan  
Mayor

11/30/09  
Date

Comments:

## **CITY COUNCIL AGENDA MEMO**

---

**To:** Mayor Lioneld Jordan  
**Thru:** Don Marr, Chief of Staff  
Connie Edmonston, Parks and Recreation Director *C.E.*  
**From:** Greg Howe, Urban Forester *GH*  
**Date:** November 20, 2009  
**Subject:** Ice Storm Recovery Grant Program Award

---

### **RECOMMENDATION**

Accept a grant from the Arkansas Forestry Commission via the U. S. Forest Service in the amount of \$81,915.

### **BACKGROUND**

As we all witnessed on January 27-28, 2009 the central part of the United States was hit with a devastating ice storm. This storm generated approximately 520,000 cubic yards of tree debris and 3,178 trees removed from the City of Fayetteville. As a result of this destruction, primarily to trees, the U.S. Forest Service has provided funds to the State Forestry Commission to disperse for use in compensating for tree lost. In July of 2009 a grant was requested from the Arkansas Forestry Commission. On November 20, 2009 the City was award the full amount of the grant request.

### **DISCUSSION**

The ice storm recovery grant, officially named the *Urban Forestry Ice Storm Damage Assessment and Restoration Grant* is for \$81,915. This grant will consist of two separate projects. The first will be \$20,000 for a street tree and park sample inventories to research how trees were affected by the storm and identify hazardous trees that need to be pruned or removed. The second part, \$61,915 is for the planting of approximately 230 trees in street right-of-ways and in parks heavily damaged by the storm.

### **BUDGET IMPACT**

The City is providing labor, materials and supplies as in-kind match worth \$69,510. The majority of this money, \$45,000 will be for the use of a truck and trailer with a 400 gallon water tank and pump. The second highest cost will be for labor in watering and maintaining the trees. This is estimated at \$10,000 and will be funded from the Tree Escrow account and will have no effect on the general fund. The Urban Forester and Urban Forestry crew labor is estimated at \$11,230 which is already appropriated for under salaries. Materials supplied by the City consisting of mulch, arbor tie® guy-wire and water are estimated to cost \$3,000. This money is budgeted within the Sales Tax Fund - Forestry/ADA of the Parks and Recreation Department's Capital Improvement Plan.

### **Attachments:**

*Urban Forestry Ice Storm Damage Assessment and Restoration Grant*

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AN URBAN FORESTRY ICE STORM DAMAGE ASSESSMENT AND RESTORATION GRANT IN THE AMOUNT OF \$81,915.00 FROM THE ARKANSAS FORESTRY COMMISSION; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE GRANT 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 authorizes the Mayor to accept an Urban Forestry Ice Storm Damage Assessment and Restoration Grant in the amount of \$81,915.00 from the Arkansas Forestry Commission to assist in compensation for tree loss due to the 2009 ice storm.

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 and incorporated herein as if set out word for word, recognizing the grant revenue.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

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

A. 17  
Arkansas Forestry  
Commission Grant  
Page 4 of 12

|                                |                                                                                       |                                         |                   |
|--------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------|-------------------|
| Budget Year<br><br><b>2009</b> | Department: Citywide<br>Division: Citywide<br>Program: Sales Tax Capital Improvements | Date Requested<br><br><b>11/18/2009</b> | Adjustment Number |
|--------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------|-------------------|

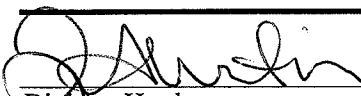
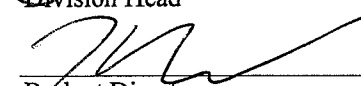
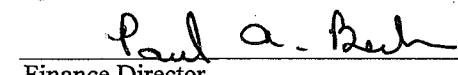
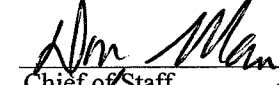
|                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project or Item Added/Increased:</b><br>\$30,090 is requested in the Contract Services account and \$31,825 in the Landscape Materials account. These funds will be reimbursed upon completion of the grant process.<br><br>In the grant there is an additional \$20,000 awarded, however this is for street tree and park sample inventories which Arkansas Forestry Commission requires direct payment to the selected vendor. | <b>Project or Item Deleted/Reduced:</b><br>To recognize a grant from the Arkansas Forestry Council in the State Grants Capital fund. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                      |                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Justification of this Increase:</b><br>This funding will enable the City of Fayetteville to replace and repair trees damaged due to the ice storm in winter 2009. | <b>Justification of this Decrease:</b><br>To recognize grant funds from the Arkansas Forestry Council. There is adequate funds in these accounts. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|

| Increase Budget     |                |      |      |    |        |                |   |
|---------------------|----------------|------|------|----|--------|----------------|---|
| Account Name        | Account Number |      |      |    | Amount | Project Number |   |
| Landscape Materials | 4470           | 9470 | 5220 | 00 | 31,825 | 09032          | 1 |
| Contract Services   | 4470           | 9470 | 5315 | 00 | 30,090 | 09032          | 1 |

| Decrease Budget            |                |                                |                               |    |        |                |   |
|----------------------------|----------------|--------------------------------|-------------------------------|----|--------|----------------|---|
| Account Name               | Account Number |                                |                               |    | Amount | Project Number |   |
| State/Municipal Cost Share | 4470           | 09 <sup>47</sup> <del>25</del> | 430 <sup>2</sup> <del>0</del> | 00 | 61,915 | 09032          | 1 |

|                                                                                    |            |
|------------------------------------------------------------------------------------|------------|
|  | 11/18/09   |
| Division Head                                                                      | Date       |
|  |            |
| Budget Director                                                                    | Date       |
|  | 11/18/09   |
| Department Director                                                                | Date       |
|  | 11/30/2009 |
| Finance Director                                                                   | Date       |
|  | 11/30/09   |
| Chief of Staff                                                                     | Date       |
|  | 11/30/09   |
| Mayor                                                                              | Date       |

V.090403

**Budget & Research Use Only**

Type:     A           B           C           D           E

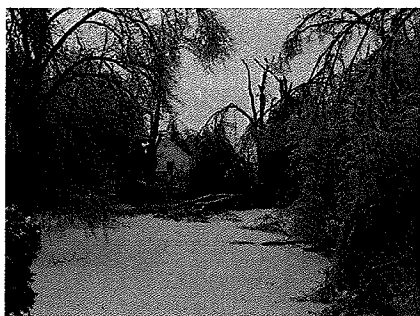
Requested By \_\_\_\_\_

General Ledger Date \_\_\_\_\_

Posted to General Ledger     \_\_\_\_\_     \_\_\_\_\_  
Initial                                  Date

Posted to Project Accounting     \_\_\_\_\_     \_\_\_\_\_  
Initial                                  Date

# **Urban and Community Forestry Ice Storm Damage Grant Application for the Citizens of the City of Fayetteville, Arkansas**



**Urban Forestry Ice Storm Damage Assessment and Restoration Grant**

On January 26 -28, 2009 from northwest Arkansas to the Ohio Valley winter rains turned to freezing ice and brought down trees and power poles in record numbers. According to a National Weather Service report over 300,000 power poles were damaged in Arkansas. This was the worst northwest Arkansas ice storm since the December 2000 storm and some reports say the worst in Arkansas recorded weather history. The City of Fayetteville, with assistance from the federal and state governments spent \$6.5 million to clean up approximately 520,000 cubic yards of debris, prune 20,500 trees and remove another 3,200 trees. The pruned and removed trees were from the public right-of-way, city parks and public lands.

The Parks and Recreation Department maintains 94 separate parks or public properties. Seventy one of these areas are parks or trails and account for 3,024 acres. Of these, 94

parks/trails 33 are very actively used by citizens. On February 27<sup>th</sup> the Urban Forestry Strike Team (UFST) made up of Arkansas Forestry Commission personal, U.S. Forest staff and forestry staff from the Southern Group of State Foresters arrived to assist the city in inventorying the tree damage in city parks and along trails. The UFST inventoried these areas and recorded 1,452 trees that needed to be pruned and 674 that needed to be removed due to damage received by the ice storm. The Army Corp of Engineers inventoried soft trails around Lake Fayetteville Park and added 840 additional prunes and 445 removals. This brings the total trees in parks or along trails damaged by the ice storm to 3,414. This type of abrupt canopy loses affects wildlife utilization, stormwater peak flows, carbon sequestering, air pollution removal and micro climates for people to enjoy.



UFST members inventorying trees

By receiving this grant the City of Fayetteville will begin inventorying areas not captured by the UFST as well as the process of replacing these valuable natural resources.

### **Scope of Project:**

If fully funded, this Ice Storm Damage Urban Forestry Project will have two parts; 1) street tree sample inventory and 2) public grounds and/or rights-of-way tree plantings.

### **TREE INVENTORY;**

With funding assistance from the AFC the city conducted a limited street tree and major park inventory in the summer of 2001 and 2002 followed by the development of urban forestry management plan in 2003. In light of the time that has passed from the original inventory and the severity of the ice storm the inventory and management plan are in need of updating. By receiving this grant the city can conduct a sample street tree and major park tree inventory in various parts of the city to compare changes to the original inventory and to gain a perspective, beyond the cleanup numbers of how damaging the ice storm was to public trees. These sample street tree and park tree inventories shall be done in accordance with the i-Tree STREET, formerly i-Tree STRATUM protocol so that a benefit analysis can be conducted. Sample street tree areas may include the following;

- 1) Mount Sequoyah Area
  - 2) Washington/Willow Historic District
  - 3) Square Gardens
  - 4) Downtown area including Dickson St.
- and other sample sites depending on funding allocation

Sample major park inventories will include the following;

- 1) Gully Park
  - 2) Wilson Park
  - 3) Walker Park
- and Bryce Davis Park depending on funding allocations

It is hoped that a minimum 2,500 trees will be inventoried under this grant by a contract to be executed by the AFC.

#### **STREET and PARK TREE PLANTING;**

Public trees are a dynamic resource that ages and dies or suffers from urban environmental issues that result in early demise. They constantly require replacement. This storm removed at least 2,000 trees from the city right-of-way and 1,200 trees from maintained city parks and many more from natural park areas. With this funding assistance from the AFC the city shall start the process of tree canopy replacement. Based on current staffing levels and workload reallocation the City is able to maintain approximately 400 trees. Staff is currently maintaining about 170 trees. This leaves the capacity to add approximately 225 trees. These new trees will all be native trees selected for their ability to withstand the street environment or fit into a park environment with the highest chance of survival.

#### **How will this Project meet Criteria of Grant?:**

One hundred percent of the funding to be provided by receiving this grant will directly be used by the City to assess trees damaged by the ice storm and to replace trees that had to be removed due to the storm.

#### **Community Background:**

Fayetteville is located in the scenic Ozark Mountains, it is a town with high quality entertainment and recreational venues, fascinating historical sites, superior health and education facilities and a prosperous business environment. Fayetteville is home to the University of Arkansas. According to a 2007 census estimate, Fayetteville has a population of 72,208. The city is the third most populous in Arkansas and serves as the county seat of Washington County. It was ranked 8th on Forbes Magazine's Top 10 Best Places in America for Business and Careers. Kiplinger's 2008 "Best Cities to Work, Live and Play" list featured Fayetteville as #7.

Since 1994 the city has been a Tree City USA and received 5 Growth Awards from the National Arbor Day Foundation. The city had one of the earliest tree ordinances in the state and currently has an ordinance that assists developers in preserving, protecting and replanting trees during the development process. In 2004 the City hired its first Urban Forester.

#### **Ice Storm Accomplishments as of June 2009:**

Since January 2009 the Transportation, Parks & Recreation, Solid Waste and Water & Sewer Departments for the City have all contributed to pruning trees along or in rights-of-ways, drainage easements, parks, trails, natural areas and public grounds. The Parks & Recreation and



Transportation Departments continue to remove or prune damaged public trees. The Engineering Department has applied for a grant from the Natural Resources Conservation Service to clean up creeks and streams that are part of the stormwater system for the city.

**Project Funding:**

The City is requesting a minimum of \$20,000 for a sample tree inventory and \$61,915 in grant money to plant trees. The City will contribute \$1,760 in in-kind services for the inventory. The City will provide \$67,750 in in-kind services for tree planting and maintenance.

Some trees will be planted by the Urban Forestry work crew however; the majority will be installed by a landscape contractor. Trees will be cared for with one dedicated staff person, the Urban Forestry Technician and supplemented, as need by the Urban Forestry work crew. The use of ooze tubes will assist with reduced watering care so that more trees can be maintained.

**Details of People to be Involved with Project:**

The Parks and Recreation Department will head up the project with the following personnel being the main administrators or work crew.

Byron Humphry, Parks Maintenance Superintendent has a M.S. degree in Agronomy and a B.S. degree in Environmental Soil and Water Science with 1 year as a superintendent and 3.5 years as the Park Maintenance Supervisor. His current responsibilities include direct oversight of the parks maintenance, horticulture, and urban forestry divisions

Greg Howe, Urban Forester has a B.S. in Environmental Science and Policy and is an ISA Certified Arborist.. He has been active in rising nursery tree stock, developing planting plans, planting trees and conducting or supervising tree maintenance since 1984. He has been directly involved with natural resource management and urban forestry activities since 1988 and the City Urban Forester for the past year.

Dick Lingleback, Urban Forestry Crew Supervisor has a B.S. degree in Horticulture and is an ISA Certified Arborist. He has been the crew supervisor for tree planting and maintenance since joining the City in 1998. Dick has been involved with grounds maintenance for over 21 years.

Randy Wolfe, Urban Forestry Technician has a B.S. in Biology with course work for a M.S. in Horticulture. He has been active in the commercial tree care industry for four years and been the technician assigned to tree care for the last ten months.

Urban Forestry Crew: This 3 man crew is responsible for equipment operation and skilled labor in supporting the urban forestry maintenance and planting work.

**Project Outcome and Benefits:**

The sample tree inventories will allow for an assessment of the ice storm damage in street right-of-ways highlighting which trees need to be properly pruned to ANSI-A300 standards and which are hazards and need to be removed thereby protecting the public safety and/or providing for healthy trees in the urban forest. New trees will grow and replace those tree canopies lost during the storm. Trees will be planted to shade playgrounds and pavilions or to restore native vegetation on a hillside or in a riparian area.

| U&CF Ice Storm Damage Recovery Detailed Project Budget Proposal |                 |                     |                 |       |
|-----------------------------------------------------------------|-----------------|---------------------|-----------------|-------|
| Categories                                                      | Federal Grant   | Non-Federal (Match) |                 |       |
|                                                                 |                 | Cash                | In-Kind         | Total |
| <b>Personnel (Inventory)</b>                                    |                 |                     |                 |       |
| Urban Forester                                                  |                 |                     |                 |       |
| 80 hrs @ \$22                                                   |                 |                     | \$1,760         |       |
| <b>Personnel (Planting)</b>                                     |                 |                     |                 |       |
| P&R Maintenance Superintendent                                  |                 |                     |                 |       |
| 20 hrs @ \$26                                                   |                 |                     | \$520           |       |
| Urban Forester                                                  |                 |                     |                 |       |
| 100 hrs @ \$22                                                  |                 |                     | \$2,200         |       |
| Urban Forestry Technician                                       |                 |                     |                 |       |
| 1130 hrs @ \$9                                                  |                 |                     | \$10,170        |       |
| Urban Forestry Crew & Equipment                                 |                 |                     |                 |       |
| 4 @ \$135 per tree (50 trees)                                   |                 |                     | \$6,750         |       |
| <b>Fringe Benefits</b>                                          |                 |                     |                 |       |
| <b>Travel</b>                                                   |                 |                     |                 |       |
| <b>Equipment</b>                                                |                 |                     |                 |       |
| Provided by the contractor.                                     |                 |                     |                 |       |
| See Urban Forestry Crew above.                                  |                 |                     |                 |       |
| Pick up and trailer with 400 gal water tank                     |                 |                     |                 |       |
| @ \$40/hour x 1,125 hrs                                         |                 |                     | \$45,000        |       |
| <b>Supplies</b>                                                 |                 |                     |                 |       |
| 217 - 2" Caliper Trees                                          | \$27,125        |                     |                 |       |
| 10 - 1" Caliper Trees                                           | \$1,250         |                     |                 |       |
| Rough Chipped Mulch                                             |                 |                     | \$2,750         |       |
| Arbor Tie                                                       |                 |                     | \$360           |       |
| Water                                                           |                 |                     |                 |       |
| 25 gal Ooze Tubes @ \$15.00 ea (230)                            | \$3,450         |                     |                 |       |
| <b>Contractual</b>                                              |                 |                     |                 |       |
| Tree Planting Contractor                                        |                 |                     |                 |       |
| 177 trees @ \$170 ea                                            | \$30,090        |                     |                 |       |
| <b>Other</b>                                                    |                 |                     |                 |       |
| Tree Inventory                                                  | \$20,000        |                     |                 |       |
| <b>Totals</b>                                                   | <b>\$81,915</b> |                     | <b>\$69,510</b> |       |

The Urban Forestry Technician and the pick up truck with trailer will be used to water and maintain the trees for approximate 47 weeks, October 1 or first planting until Sept. 1, 2010.

### U C F Ice Storm Damage Tree Planting Species - Cost List

| Species                              | Size Caliper (in) | QTY        | Cost* | Total Cost      | Use                                                    |
|--------------------------------------|-------------------|------------|-------|-----------------|--------------------------------------------------------|
| Kentucky Coffeetree 'Prairie Titian' | 2                 | 4          | \$145 | \$580           | Ice Damage Replacement Street Tree                     |
| Northern Red Oak                     | 2                 | 4          | \$105 | \$420           | Ice Damage Replacement Street Tree                     |
| Red Maple 'Autumn Blaze'             | 2                 | 6          | \$125 | \$750           | Ice Damage Replacement Street Tree                     |
| Thornless Honeylocust 'Shademaster'  | 2                 | 6          | \$135 | \$810           | Ice Damage Replacement Street Tree                     |
| Tulip Tree                           | 2                 | 2          | \$135 | \$270           | Ice Damage Replacement Street Tree                     |
| Prairie Crabapple                    | 1                 | 10         | \$75  | \$750           | Ice Damage Replacement Park Trees - Grasslands         |
| Shagbark Hickory                     | 2                 | 15         | \$145 | \$2,175         | Ice Damage Replacement Park Trees - Hillside           |
| Bald Cypress                         | 2                 | 20         | \$130 | \$2,600         | Ice Damage Replacement Park Trees - Riparian           |
| Sweetgum, American                   | 2                 | 15         | \$120 | \$1,800         | Ice Damage Replacement Park Trees - Riparian           |
| Tulip Tree                           | 2                 | 15         | \$135 | \$2,025         | Ice Damage Replacement Park Trees - Riparian           |
| Tupelo (Blackgum)                    | 2                 | 15         | \$135 | \$2,025         | Ice Damage Replacement Park Trees - Riparian           |
| Sycamore                             | 2                 | 20         | \$105 | \$2,100         | Ice Damage Replacement Park Trees - Riparian & Uplands |
| Loblolly Pine                        | 8-10'             | 10         | \$140 | \$1,400         | Ice Damage Replacement Park Trees - Uplands            |
| Short-Leaf Pine                      | 8-10'             | 10         | \$140 | \$1,400         | Ice Damage Replacement Park Trees - Uplands            |
| Bur Oak                              | 2                 | 15         | \$110 | \$1,650         | Ice Damage Replacement Park Trees - Uplands & Hillside |
| Post Oak                             | 2                 | 20         | \$135 | \$2,700         | Ice Damage Replacement Park Trees - Uplands & Hillside |
| Shumard Oak                          | 2                 | 20         | \$100 | \$2,000         | Ice Damage Replacement Park Trees - Uplands & Hillside |
| White Oak                            | 2                 | 20         | \$120 | \$2,400         | Ice Damage Replacement Park Trees - Uplands & Hillside |
| <b>Totals</b>                        |                   | <b>227</b> |       | <b>\$27,855</b> | <b>Avg cost ≈\$125 ea</b>                              |

Actual species planted will be subject to availability at time of order. The cost reflected here does not include any discount for a large order. Nurseries contacted said larger quantity orders will have reductions in price. Any remaining money can be used to purchase additional trees, returned to the Arkansas Forestry Commission Grant or put towards the tree inventory. This decision would be at the discretion of the AFC U&CF Coordinator.

## Project Request Form

### Project Request:

Project Number : \_\_\_\_\_ (will be assigned by Budget)  
Project Title : Ice Storm Recovery Grant - Ar Forestry Comm.  
Project Status : Active  
Project Manager : Connie Edmonston  
Project Group : Project  
Project Type : Grants  
Fiscal Start Mo./ Year : Nov-09

### Sub Project Request:

Sub Project Number : 901  
Sub Project Title : Ice Storm Recovery Grant  
Sub Project Status : Active  
Sub Project Manager : Connie Edmonston  
Grant (Y/N) : Yes

General Ledger Accounts Assigned:

4470.9470.5315.00

4470.9470.5220.00

### Sub Project Request:

Sub Project Number : \_\_\_\_\_  
Sub Project Title : \_\_\_\_\_  
Sub Project Status : \_\_\_\_\_  
Sub Project Manager : \_\_\_\_\_  
Grant (Y/N) : \_\_\_\_\_

General Ledger Accounts Assigned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this item going to Council? Yes If yes, please specify date: 12/15/2009  
Is a budget adjustment needed? Yes

Tracie Martin

Requested By

Entered By



C. 1  
CH2M Hill Engineers, Inc.  
Page 1 of 32

## 15-Dec-09

**City Council Meeting Date**  
**Agenda Items Only**

Utilities  
Department

Approval of a contract with CH2M Hill Engineers, Inc. for \$6,858,886 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems, and approval of a contingency of 75,000.

## Wastewater Treatment

Program Category / Project Name

## Wastewater Treatment

Program / Project Category Name

Water/Sewer

Fund Name

**Budget Adjustment Attached**

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City  
Clerk's Office

Received in  
Mayor's Office

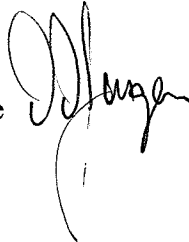
12/1/09  
Date

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: November 16, 2009

Subject: Contract with CH2M Hill Engineers, Inc. for \$6,858,886 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems

## **RECOMMENDATION**

Staff recommends approving a contract with CH2M Hill Engineers, Inc. for \$6,858,886 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems, and approving a contingency of \$75,000.

## **BACKGROUND**

When the Noland WWTP upgrade was completed in 1987, the City contracted with OMI (now CH2M Hill-OMI) for WWT services. The scope of services provided by OMI include: (1) operate and maintain the Noland and West Side Wastewater Treatment Plants (WWTP); (2) operate and maintain 45 wastewater pump station sites; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitors water and wastewater facilities; (7) pursue operation economies, efficiencies, and permit compliance; and (8) participate in the construction and post-construction work of the Wastewater System Improvement Project (WSIP).

## **DISCUSSION**

The City received statements of qualification from American Water, CH2M HILL and Severn Trent. The proposal and selection process involved tours of Fayetteville facilities, unannounced visits to WWTPs operated by each firm, formal interviews with all three firms, and detailed evaluation by the selection committee. The committee selected CH2M Hill.

The contract was developed to include the same fundamental scope of services as the existing contract, with evolutionary changes reflecting GASB requirements, the expanded wastewater system, updated regulatory requirements, and increased purchasing flexibility. To encourage cost saving operations, the current contract contains an incentive provision whereby budget savings are distributed 87.5% to the City and 12.5% to CH2M HILL. This new contract reflects a \$903,304 cost reduction from 2009, due to reduced capital and reduced operations expenses. Highlights of changes are below.

- 1) More detailed routine fiscal reporting.
- 2) Optimized purchasing power for the City to benefit from CH2M HILL's bulk purchasing capability.
- 3) Increased oversight of the preventive maintenance schedule and processes, to include real time access to WWTP internal operations and maintenance software.

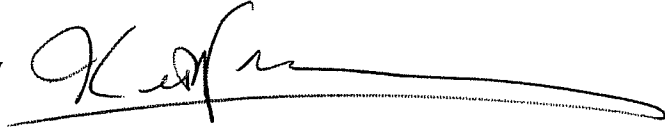
## **BUDGET IMPACT**

The 2010 \$6,858,886 contract and \$75,000 contingency costs are included in the proposed 2010 Budget.

**TO: Lioneld Jordan, Mayor**  
**City Council**  
**Don Marr, Chief of Staff**

**CC: David Jurgens, Utilities Department Director**

**FROM: Kit Williams, City Attorney**



**DATE: November 23, 2009**

**RE: 15 Year Contract with CH2M Hill Engineers, Inc.**

### **HISTORY OF SEWER PLANT OPERATION BY CH2M HILL OR OMI**

The City of Fayetteville has contracted with CH2M Hill Engineers, Inc. since at least 1983 when it assisted in the construction of the Noland sewer plant. That initial agreement contained joint indemnity provisions with the statement that "this provision shall not constitute a waiver of Owner's (Fayetteville's) statutory tort immunity." CH2M Hill (through OMI) began operating Fayetteville's sewer plant by an agreement dated February 27, 1984.

Fayetteville specifically agreed to an assignment of its contract for operating the sewer plant from CH2M Hill to OMI on January 16, 1990. On August 16, 1994, the City of Fayetteville and OMI agreed to a five year contract to operate the sewer plant, plus two five year extensions at the option of the City. This contract included indemnity language for OMI to pay and indemnify the City for damages, injury or loss from its "negligent operations or intentional acts." There was no directly corresponding indemnity provision required of the City. However, the City did agree to indemnify OMI for release of hazardous substances unless caused by OMI's negligence. There was a "no waiver of statutory immunity" paragraph.



On October 5, 1999, the City renewed the operations contract for its first five year renewal period by Resolution No. 128-99. There was apparently no change in the contract's terms other than dates and increasing fees.

On May 20, 2003, the OMI contract was renewed (a year early) by Resolution No. 76-03 until December 31, 2008, with no change or reference to original terms except for fees and dates.

On December 6, 2007, the Contract was renewed again to its original end date of December 31, 2009, by Resolution No. 209-07. No reference or change was made except to fees, end dates and appendices. The final authorized year and amendment to the 1994 contract (fees and dates only) was made on December 16, 2008, pursuant to Resolution No. 250-08.

### **PROPOSED CONTRACT**

I suggested numerous changes in this 26 page contract primarily in the areas of what the City of Fayetteville would be required to do (beyond just paying CH2M Hill to operate our plants and pump stations) and indemnity/insurance provisions. CH2M Hill agreed to virtually all my proposed changes for the duties to be imposed upon the City. We have also removed an indemnity provision which had not been required in our earlier contracts.

I do want to call your attention to Section 6.4 which is an indemnity provision concerning the release of hazardous substances. I do not like any provision requiring the City to indemnify a contractor, but this one has been in place in our contracts with CH2M Hill Engineers for decades. I rewrote this indemnity provision slightly to place the burden on CH2M Hill to prove that any such hazardous discharge was not the result of their own negligence before the City would have to indemnify them. This is an improvement even though you know I have opposed virtually every indemnity provision contractors try to force upon us.

Because of CH2M Hill Engineers and OMI's long history of proven efficiency, expertise and safety when operating our sewer plants, I can recommend this proposed contract even with the modified indemnity provision. If the City insisted on eliminating this indemnity provision (which is more favorable to the City than the one used for the last two decades), CH2M Hill might reasonably believe it would need to purchase insurance to cover such a risk which would likely result in a higher cost to operate our sewer plants. Thus, the City could force elimination of the limited indemnity provision, but the City would likely have to pay an increased amount to

CH2M Hill to offset its increased insurance costs. I believe the City Administration recommends that the very slight risk (but potentially high possible claim) caused by the indemnity provision should be accepted (as it has for two decades) rather than renegotiating this contract at a probably higher cost to our ratepayer.

I also do not like arbitration requirements in contracts as I prefer the option of litigation if we cannot agree with a contractor about the terms or conditions of the agreement. Section 9.4 does require arbitration in some cases and is the same provision as agreed to in 1994. Because it continues a previously agreed to contract provision, I will not object to its inclusion in the new contract.

### **CONCLUSION**

I want to thank Utilities Director David Jurgens and Billy Ammons of CH2M Hill/OMI for working with me to resolve almost all of my concerns with this contract. I believe this contract is an improvement over the fifteen year contract that is now ending.

CH2M Hill/OMI has proven its expertise by successfully operating the Noland Plant at full capacity with no significant problems for several years until the West Side Plant could be finished. With our stringent discharge permit requirements, I am, as City Attorney, concerned that our legal risks from Wastewater plant operations need the most capable and experienced team possible to avoid permit violations. I am confident that CH2M Hill Engineers, Inc. has the best possible team in place right now at our wastewater plants with the expertise and experience to minimize our legal exposure.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION TO APPROVE AN AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES OF THE CITY'S WASTEWATER PLANTS AND PUMP STATIONS WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$6,858,886.00 PLUS A CONTINGENCY OF \$75,000.00 FOR SERVICES IN 2010

**WHEREAS**, CH2M Hill Engineers, Inc. was selected by a City Selection Committee as the best applicant to operate our sewer plants and lift stations; and

**WHEREAS**, the City Administration and CH2M Hill Engineers, inc. have negotiated a proposed five year contract "subject to and contingent upon yearly budget approval by the City of Fayetteville," with two successive five year options to renew.

**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 approves the attached Agreement with CH2M Hill Engineers, Inc. in the amount of \$6,858,886.00 plus a contingency of \$75,000.00 for operations, maintenance and management services of the City's wastewater plants and pump stations in 2010.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

AGREEMENT  
For  
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES  
Between  
CITY OF FAYETTEVILLE, ARKANSAS  
And  
CH2M HILL ENGINEERS, INC.

THIS AGREEMENT (hereinafter "Agreement") is made as of \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter "City of Fayetteville") and CH2M HILL Engineers, Inc., (hereinafter "CH2M HILL").

The City of Fayetteville requires professional operation, maintenance, management and engineering services for wastewater treatment facilities and systems owned by the City of Fayetteville. Therefore, City of Fayetteville and CH2M HILL mutually agree that CH2M HILL shall serve as such.

**SECTION 1: AUTHORIZATION OF SERVICES**

- 1.1 Definitions of words or phrases used in this Agreement are contained in Appendix B.
- 1.2 All grounds, facilities, equipment, and vehicles now owned by City of Fayetteville or acquired by City of Fayetteville shall remain the property of City of Fayetteville.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arkansas and venue shall be in Washington County, Arkansas.
- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted by certified mail to:

|                                                                     |                                                                                                      |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| City of Fayetteville<br>113 West Mountain<br>Fayetteville, AR 72701 | CH2M HILL<br>9193 South Jamaica St., Suite 400<br>Englewood, CO 80112<br>ATTN: Director of Contracts |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
- 1.6 Changes, modifications, or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.
- 1.7 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "CH2M HILL" and "City of Fayetteville" shall include the respective officers, agents, directors, elected or appointed officials, and employees.
- 1.8 The Utilities Director and Construction and Contract Manager are the City of Fayetteville's project representatives with respect to the services performed under this Agreement. They shall have complete authority to transmit instructions, receive information, interpret and define City policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

## **SECTION 2: SCOPE OF SERVICES – CH2M HILL**

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
- 2.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full service contract operations and maintenance. Operations may be performed with on site staff and/or remote monitoring/on-call services for all or portions of this time.
- 2.3 The detailed Scope of Services to be furnished by CH2M HILL is included in Appendix C attached hereto and made part of this Agreement.

## **SECTION 3: SCOPE OF SERVICES - CITY OF FAYETTEVILLE**

- 3.1. Provide full information as to City of Fayetteville's requirements for the Project in writing.
- 3.2. The detailed Scope of Services to be furnished by City of Fayetteville is included in Appendix C attached hereto and made part of this Agreement.

## **SECTION 4: COMPENSATION**

- 4.1 The detailed Compensation for Services to be furnished by City of Fayetteville during the Project is included in Appendix D attached hereto and made part of this Agreement.
- 4.2 CH2M HILL and City of Fayetteville agree that CH2M HILL will provide a monthly report in a format to be agreed upon by the parties reflecting estimated to actual cost, and will submit the report within thirty (30) calendar days after the end of the monthly period. The year end reconciliation will be performed following CH2M HILL's annual audit and will be submitted within one hundred twenty (120) calendar days of the end of the contract year. Any difference due to City of Fayetteville or CH2M HILL will be paid within thirty (30) calendar days of the annual reconciliation completion.
- 4.3 In the event that a change in the scope of services provided by CH2M HILL occurs, City of Fayetteville and CH2M HILL will negotiate a commensurate adjustment in estimated annual cost.

## **SECTION 5: PAYMENT OF COMPENSATION**

- 5.1 One twelfth (1/12) of the Base Fee for the current year shall be due and payable on the tenth (10<sup>th</sup>) of the month for each month that services are provided. Monthly statements for each calendar month shall be submitted to City of Fayetteville or such parties as City of Fayetteville may designate for services consistent with CH2M HILL's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by CH2M HILL and approved by City of Fayetteville.
- 5.2 All other compensation to CH2M HILL is due upon receipt of CH2M HILL's invoice and payable within thirty (30) calendar days, however, payment within 30 calendar days is not guaranteed.

## **SECTION 6: INDEMNITY, LIABILITY, AND INSURANCE**

- 6.1 During the course of performance of these services, each party will maintain insurance coverages as follows:
  - 6.1.1 CH2M HILL shall maintain:
    - 6.1.1.1 Statutory workers' compensation for all CH2M HILL's employees at the Project as required by the State of Arkansas.
    - 6.1.1.2 Comprehensive general liability insurance in an amount not less than \$5,000,000.00 combined single limits for bodily injury and/or property damage.
  - 6.1.2 City of Fayetteville shall maintain:
    - 6.1.2.1 Property damage insurance for all property including vehicles and equipment owned by City of Fayetteville and operated by CH2M HILL under this Agreement.
    - 6.1.2.2 Automobile liability insurance for all vehicles and equipment owned by City of Fayetteville and operated by CH2M HILL under this Agreement. The City of Fayetteville is covered by a plan with the Arkansas Municipal League.
- 6.2 CH2M HILL shall indemnify City of Fayetteville for damages, injury, or loss which may arise from CH2M HILL's negligent operations or intentional acts under this Agreement, to the proportion such negligence or act contributed to the damages, injury, or loss, whether such negligent operation or intentional act be by CH2M HILL or by a subcontractor of CH2M HILL.
- 6.3 CH2M HILL shall be liable for those fines or civil penalties, which may be imposed by a regulatory agency for violations of the effluent quality requirements specified in the City of Fayetteville's NPDES discharge permits, that are a result of CH2M HILL's negligent operation. City of Fayetteville will assist CH2M HILL to contest any such fines in administrative proceedings and/or in court prior to any payment by CH2M HILL. CH2M HILL shall pay the costs of contesting any such fines.
- 6.4 The City of Fayetteville agrees (without waiving its statutory immunity) to hold harmless, indemnify and defend CH2M HILL from and against any and all claims, losses, damages, liabilities and costs including costs of defense arising out of or caused by CH2M HILL's non-negligent operation of the wastewater facilities which nevertheless resulted in the presence, discharge, release or escape of hazardous substance(s) that damaged third parties. CH2M HILL shall have the initial duty to prove that any presence, discharge, release or escape of hazardous substance that damaged third parties was not caused by it or its employees' or its subcontractors' negligence, mistake, or intentional act before the City of Fayetteville must indemnify CH2M HILL for any resulting damages and costs.
- 6.5 Nothing contained herein shall constitute a waiver of any statutory, legal or equitable defenses the City of Fayetteville may have as a municipality, including but not limited to tort immunity under State statute.
- 6.6 City of Fayetteville and CH2M HILL waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of CH2M HILL's services. If the services result in a construction phase, a provision

similar to this shall be incorporated into all construction contracts entered into by City of Fayetteville, and all construction contractors shall be required to provide waivers of subrogation in favor of City of Fayetteville and CH2M HILL for damage or liability covered by any of CH2M HILL's construction insurance policy.

- 6.7 In no event shall either party be liable to the other party for special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

## **SECTION 7: TERM AND TERMINATION**

- 7.1 The initial term of this Agreement shall be five (5) years commencing on January 1, 2010 and ending on December 31, 2014, followed by two (2) successive five (5) year options, each option renewable at the mutual agreement of the City of Fayetteville and CH2M HILL. Each option can be made effective by written agreement of the parties ninety (90) calendar days prior to the expiration of the previous contract period. All contract periods and renewals are subject to and contingent upon yearly budget approval by the City of Fayetteville.
- 7.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) calendar days to correct the breach. Neither party shall terminate this Agreement without giving the other party thirty (30) calendar days' written notice of intent to terminate after failure of the other party to correct the breach within thirty (30) calendar days.
- 7.3 CH2M HILL will exercise reasonable skill, care, and diligence in the performance of CH2M HILL's services and will carry out its responsibilities in accordance with customarily accepted operating practices. City of Fayetteville will promptly report to CH2M HILL any defects or suspected defects in CH2M HILL's services of which City of Fayetteville becomes aware, so that CH2M HILL can take measures to minimize the consequences of such a defect.
- 7.4 Upon notice of termination by City of Fayetteville, CH2M HILL shall assist City of Fayetteville in resuming operation of the Project. The City of Fayetteville reserves the right to unilaterally extend the contract of the same terms and conditions, for a period not to exceed three (3) months from the date of termination. The term of this period shall be determined within the termination notice. CH2M HILL will cooperate in good faith to effectuate a smooth and harmonious transition from CH2M HILL to the City of Fayetteville. If additional cost is incurred by CH2M HILL at request of City of Fayetteville, City of Fayetteville shall pay CH2M HILL such cost in accordance with Paragraph 5.2.

## **SECTION 8: SPECIAL CONDITIONS**

- 8.1 Audit: Access to Records
- 8.1.1 CH2M HILL shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. CH2M HILL shall also maintain the financial information and data used by CH2M HILL in the preparation of support of the cost submission required for any negotiated agreement or change order and send to City of Fayetteville a copy of the cost summary submitted. City of Fayetteville, the State or any of their authorized representatives shall have access to all such books, records,

documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CH2M HILL will provide proper facilities for such access and inspection.

- 8.1.2 Records under Paragraph 8.1.1 above, shall be maintained and made available for a period of three (3) calendar years. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- 8.1.3 This right of access clause (with respect to financial records) applies to:
  - 8.1.3.1 Negotiated prime agreements;
  - 8.1.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement;
  - 8.1.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
    - 8.1.3.3.1 With respect to record pertaining directly to sub agreement performance, excluding any financial records of CH2M HILL;
    - 8.1.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
    - 8.1.3.3.3 If the sub agreement is terminated for default or for convenience.

## 8.2 Covenant Against Contingent Fees

- 8.2.1 CH2M HILL warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CH2M HILL for the purpose of securing business. For breach or violation of this warranty, City of Fayetteville shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.3 Gratuities

- 8.3.1 If City of Fayetteville finds after a notice and hearing that CH2M HILL or any of CH2M HILL's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of City of Fayetteville, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, City of Fayetteville may, by written notice to CH2M HILL, terminate this Agreement. City of Fayetteville may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which City of Fayetteville bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.



8.3.2 In the event this Agreement is terminated as provided in Paragraph 8.3.1, City of Fayetteville may pursue the same remedies against CH2M HILL as it could pursue in the event of a breach of the Agreement by CH2M HILL, in addition to any other damages to which it may be entitled by law.

#### 8.4 Entire Agreement

8.4.1 This Agreement, including Appendices listed in Appendix A, represents the entire Agreement between CH2M HILL and City of Fayetteville relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event City of Fayetteville issues to CH2M HILL a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by CH2M HILL, shall be considered as a document for City of Fayetteville's internal management of its operations.

#### 8.5 Arkansas Freedom of Information Act

8.5.1 City of Fayetteville contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the City of Fayetteville, CH2M HILL will do everything reasonably possible to provide the documents to City of Fayetteville 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.

8.6 In the event that activities by City of Fayetteville's employee groups or unions cause a disruption in CH2M HILL's ability to perform at the Project, City of Fayetteville, with CH2M HILL's assistance or CH2M HILL, at its own option, may seek appropriate injunctive court orders. During any such disruption, CH2M HILL shall operate the facilities on a best-efforts basis until any such disruptions cease.

8.7 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, due to any unforeseen occurrence beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence.

8.8 Neither party shall, without the written agreement of the other party, offer employment to each other's employees during the term of this Agreement and for a period of two (2) years after the end of this Agreement.

8.9 The City of Fayetteville and CH2M HILL shall make every effort to procure equipment, materials, and services for the best value. Procurement shall be through the City of Fayetteville's or CH2M HILL's available purchasing agreements.

#### 8.10 Revenue Generation

8.10.1 CH2M HILL shall provide support to the City of Fayetteville in the development and implementation of certain activities associated with revenue generation opportunities for the City of Fayetteville. Initially, these opportunities may include, but are not limited to:

8.10.1.1 The sale of hay from the farm site.

- 8.10.1.2 Performance of laboratory analyses for outside entities.
- 8.10.1.3 Processing and disposal of biosolids for outside entities.
- 8.10.1.4 Marketing and sale of dried biosolids.
- 8.10.2 In consideration of costs resulting from this support and in order to provide incentives for CH2M HILL to perform to the benefit of the City of Fayetteville's objectives, a revenue sharing program would be negotiated between the City of Fayetteville and CH2M HILL and included to this Agreement by Appendix.
- 8.11 The parties contemplate that minor design/engineering services may be provided by CH2M HILL from time to time. The scope and compensation for such services shall be mutually negotiated by the parties prior to the commencement of work.

## **SECTION 9: DISPUTE RESOLUTION**

- 9.1 The procedures of this paragraph shall apply to any and all disputes between City of Fayetteville and CH2M HILL which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of City of Fayetteville or CH2M HILL in the performance of this Agreement, and disputes concerning payment.
- 9.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely notice is given under Paragraph 9.2.1, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 9.2.1 and 9.2.2 have been complied with.
  - 9.2.1 Notice of Dispute
    - 9.2.1.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written notice;
    - 9.2.1.2 For disputes arising within one year after the making of final payment, City of Fayetteville shall give CH2M HILL written notice at the address listed in Paragraph 1.5 within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
  - 9.2.2 Negotiation
    - 9.2.2.1 Within seven calendar days of receipt of the notice, the Project Managers for City of Fayetteville and CH2M HILL shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President or his/her designee of CH2M HILL and the Mayor of City of Fayetteville or his/her designee. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) calendar days of the written request to resolve the dispute.

9.3 Controlling Law

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

9.4 Arbitration

9.4.1 Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants or conditions of this agreement shall, on the written request of one party served on the other within thirty (30) calendar days after the dispute arises, be submitted to arbitration, and such arbitration shall comply with and be governed by the Arkansas Uniform Arbitration Act (A.C.A. §16-108-201 et seq.).

9.4.2 The parties to this Agreement may agree on one arbitrator, but in the event that they cannot agree, there shall be three (3) arbitrators, one named in writing by each of the parties within fourteen (14) calendar days after demand for arbitration, and a third to be chosen by the two so named.

9.4.3 If there is one arbitrator, his or her decision shall be binding and conclusive on the parties. If there are three (3) arbitrators, the decision of any two shall be binding and conclusive.

IN WITNESS WHEREOF, City of Fayetteville, Arkansas by and through its Mayor, and CH2M HILL, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CH2M HILL ENGINEERS, INC.

CITY OF FAYETTEVILLE, ARKANSAS

ppc By: Natalie Eldredge  
Natalie Eldredge

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

11/23/09  
Title: Vice President

ATTEST:

By: \_\_\_\_\_  
Sondra Smith, City Clerk

END OF AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES

**Appendix A**

**LIST OF APPENDICES**

Appendix A – List of Appendices

Appendix B – Definitions

Appendix C – Scope of Services

Appendix D – Compensation for Services

Appendix E – Location of Project

Appendix F – Environmental Permits and Project Characteristics

Appendix G – Industrial Waste Discharges and Monitoring Program

Appendix H – Vehicle and Mobile Equipment Description (Rolling Stock)

Appendix I – Base Fee Adjustment

## Appendix B

### DEFINITIONS

- B.1 The "Project" means all equipment, vehicles, grounds and facilities described in Appendix E and where appropriate, the management, operations and maintenance of such.
- B.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than ten thousand dollars (\$10,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than ten thousand dollars (\$10,000); or (3) expenditures that are planned, non-routine and budgeted by City of Fayetteville.
- B.3 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles including but not limited to direct labor, insurance, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.
- B.4 "Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M HILL to maximize the service life of the equipment, vehicles, and facilities as listed in Appendix E.
- B.5 "Repairs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof; cost less than ten thousand dollars (\$10,000); and are not included in definition B.2 of this Appendix. "Repairs" exclude cost of repair parts caused by storm damage to the supervisory control and data acquisition (SCADA) system.
- B.6 "Out of scope" services will include "capital expenditures" (definition B.2 of this Appendix), added or modified regulatory requirements (that are not contained in the applicable permits), changes to improve efficiency and/or generate income, or other services not described in the contract and requested by the City of Fayetteville. These services shall be performed as stated in Appendix C. Should "Out of Scope Services" become a permanent and ongoing requirement, CH2M HILL will submit a change of scope request within a reasonable amount of time in accordance with Paragraph 1.6 of the Agreement.
- B.7 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of City of Fayetteville's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- B.8 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD<sub>5</sub> in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD<sub>5</sub>.
- B.9 "Base Fee" means all costs within the scope of the contract, on an annual basis, including direct costs, labor, utilities, and other allocated costs.
- B.10 "Fixed Asset" means any tangible property that has a value of five thousand dollars (\$5,000) or more and is depreciable. This excludes the repair/replacement parts that are components of a greater fixed asset.

## **Appendix C**

### **SCOPE OF SERVICES**

#### **C.1 SCOPE OF SERVICES – CH2M HILL**

- C.1.1 Perform professional services in connection with the Project as hereinafter stated.
- C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full service contract operations and maintenance. Operations may be performed with on site staff and/or remote monitoring/on-call services for all or portions of this time.
- C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix F.
- C.1.4 Operate and maintain the present Industrial Pretreatment Program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.
- C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.
- C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.
- C.1.7 Staff the Project with a minimum of three (3) Arkansas Class IV Wastewater licensed operators.
- C.1.8 Prepare all NPDES permit reports, letters, or other correspondence, and submit these to City of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by CH2M HILL. Any fines levied because of late reports as a result of CH2M HILL's failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by CH2M HILL. Submittal to the City of Fayetteville by the 15<sup>th</sup> of the month following the reporting period shall be considered timely.
- C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements, as long as a suitable location for such disposal is reasonably available. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.
- C.1.10 Provide all manufacturers' warranties on new equipment purchased by the City of Fayetteville and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees.
- C.1.11 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements.
- C.1.12 Provide an inventory of vehicles and equipment (rolling stock) that are being used at the Project at the beginning of each contract year.
- C.1.13 Provide twenty four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of Fayetteville's representative. Keys for Project shall be provided to City of Fayetteville by CH2M

HILL. All visitors to the Project shall comply with CH2M HILL's operating and safety procedures.

- C.1.14 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.
- C.1.15 Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, and energy management. Continue the current project safety program with updates as necessary.
- C.1.16 Provide computerized maintenance, process control, and laboratory management systems.
- C.1.17 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.
- C.1.18 Provide City of Fayetteville with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by City of Fayetteville and assist City of Fayetteville in preparation of annual operating budgets. City of Fayetteville shall be allowed to conduct or have conducted audits of all accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.
- C.1.19 Provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by City of Fayetteville. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory.
- C.1.20 Provide for repairs as described in the Appendix B.5.
- C.1.21 Maintenance of the SCADA system as described in Appendix E, to include ongoing updates and upgrades of the software and hardware to ensure operational continuity and in accordance with initiatives as agreed upon by the City of Fayetteville and CH2M HILL.
- C.1.22 Maintain odor control at the wastewater treatment facilities and wastewater lift stations, including the Hamestring Lift Station force mains.
- C.1.23 Verify the capacity and efficiency of each sewer lift station once a year.
- C.1.24 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. A five (5) year schedule will be presented for all capital improvements and ten (10) year projections will be made for major improvements. These recommendations will be based on requirements determined from facility operations and does not include detailed engineering studies. In addition, CH2M HILL will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:
  - Improvement needed
  - Justification of improvements
  - Cost of improvements
  - Any projected increase or decrease in O&M costs created by the CIP
  - Proposed expenditure schedule

- Proposed capital recovery schedule
  - Impact of early termination
- C.1.25 Perform other services that are related to but not part of the Scope of Services upon written notification by City of Fayetteville. Such services will be invoiced to City of Fayetteville at CH2M HILL's cost plus eighteen percent (18%).
- C.1.26 At the direction of the City of Fayetteville, CH2M HILL is authorized to act in emergency situations outside this Scope of Services, at CH2M HILL's discretion. The costs related to emergency services are not included in the compensation set forth in this Agreement. CH2M HILL will notify City of Fayetteville as soon as reasonably possible, and shall be compensated by City of Fayetteville for any such emergency work at CH2M HILL's costs for the emergency work plus twenty-five percent (25%).
- C.1.27 Provide City of Fayetteville with oral and written reports as requested.
- C.1.28 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators, and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipeworks shall terminate at the wall of lift station. Should the City of Fayetteville add in excess of three (3) additional lift stations, from the prior contract year's number of sites, a corresponding change of scope will be negotiated.
- C.1.29 Conduct annual electrical evaluations of electrical units with a capacity of 480v or less.
- C.1.30 CH2M HILL will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. CH2M HILL and City of Fayetteville will work cooperatively regarding the application and impact of potential changes in law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable.
- C.1.31 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.
- C.1.32 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.
- C.1.33 Maintain compliance with other existing environmental permits (e.g., air permits, industrial general stormwater permits, "no discharge" permits)
- C.1.34 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.
- C.1.35 The parties contemplate that minor design/engineering services may be provided by CH2M HILL from time to time. The scope and compensation for such services shall be mutually negotiated by the parties prior to the commencement of work.
- C.1.36 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's farm site, including managing harvesting and marketing the hay produced on the site. Farm site maintenance shall also include compliance with the current "no discharge" permit.
- C.1.37 Operate and maintain existing onsite power generators at all existing sites, including maintaining compliance with off-peak power rate structure monitoring and generation requirements.



**C.2 SCOPE OF SERVICES – CITY OF FAYETTEVILLE**

- C.2.1 Provide for all Capital Expenditures except for the Projects that City of Fayetteville may authorize CH2M HILL to implement subject to mutually agreeable terms and conditions of repayment.
- C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville with the proviso that CH2M HILL remains primarily responsible to ensure that the wastewater plants are efficiently, properly and professionally operated so that they will not suffer a loss of permits or licenses.
- C.2.3 Pay all property or other taxes or franchise fees associated with the Project. This excludes taxes to be borne by CH2M HILL for equipment owned by CH2M HILL.
- C.2.4 May provide CH2M HILL within a reasonable time after request any piece of City of Fayetteville's heavy equipment, subject to availability, so that CH2M HILL may fulfill its obligations under this Agreement in the most cost-effective manner.
- C.2.5 Provide all licenses for vehicles used in connection with the Project.
- C.2.6 Provide for CH2M HILL's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.
- C.2.7 Pay for all wastewater lift station utilities, with the exception of electricity.
- C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville.
- C.2.9 Pay for all regulatory fees.

## Appendix D

### COMPENSATION FOR SERVICES

- D.1 CH2M HILL estimates that Base Fee for services, on an annual basis, under this Agreement for 2010 shall be **\$6,858,886**. Details of said cost are shown in D.4 below. The Base Fee shall be negotiated each year. Should City of Fayetteville and CH2M HILL fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, CH2M HILL shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is agreed upon. Upon written notice, agreement between the parties as to the new contract year Base Fee, CH2M HILL shall issue an invoice retroactively adjusting the previous Base Fee amount. Should the actual expenditures exceed the total estimated annual expenditures by more than Twenty Thousand Dollars (\$20,000), in any year of this Agreement, specific approval will be obtained from the City of Fayetteville prior to CH2M HILL incurring additional costs.
- D.2 An administrative fee of fifteen percent (15%) will be added to personnel services and ten percent (10%) to all other direct costs excluding electricity. An annual fixed management fee of \$120,086 shall be billed in equal monthly installments and adjusted annually in relation to the Base Fee.
- D.3 In order to provide an incentive for CH2M HILL to operate in a manner that will result in actual costs below estimated cost, City of Fayetteville will pay CH2M HILL an additional fee when actual costs are below estimated cost. Said fee will be twelve and one half percent (12.5%) of the amount of actual cost are below estimated cost.
- D.4 **Cost Detail** - The annualized estimated costs for calendar year 2010 are listed in Table D-1.

**Table D-1, Cost Detail**

| Category Description | Wastewater<br>Division<br>Administration &<br>SCADA | Noland WWTP<br>O&M (incl. land<br>application site) | West Side<br>WWTP O&M<br>(incl. wetlands<br>mitigation site) | Lab & Industrial<br>Pretreatment<br>Program | Lift Station<br>Maintenance | Totals       |
|----------------------|-----------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------|---------------------------------------------|-----------------------------|--------------|
| Direct Labor         | \$ 418,523                                          | \$ 846,052                                          | \$ 608,250                                                   | \$ 256,318                                  | \$ 139,403                  | \$ 2,268,547 |
| Labor Markup, 15%    | \$ 62,778                                           | \$ 126,908                                          | \$ 91,238                                                    | \$ 38,448                                   | \$ 20,910                   | \$ 340,282   |
| Direct Expense       | \$ 298,021                                          | \$ 1,523,230                                        | \$ 704,758                                                   | \$ 102,785                                  | \$ 182,658                  | \$ 2,811,451 |
| Expense Markup, 10%  | \$ 29,802                                           | \$ 152,323                                          | \$ 70,476                                                    | \$ 10,279                                   | \$ 18,266                   | \$ 281,145   |
| Electricity          |                                                     | \$ 503,376                                          | \$ 336,000                                                   |                                             | \$ 198,000                  | \$ 1,037,376 |
| Fixed Fee            | \$ 120,086                                          |                                                     |                                                              |                                             |                             | \$ 120,086   |
| Totals               | \$ 929,210                                          | \$ 3,151,888                                        | \$ 1,810,722                                                 | \$ 407,829                                  | \$ 559,237                  | \$ 6,858,886 |

## Appendix E

### LOCATION OF PROJECT

E.1 CH2M HILL agrees to provide the services necessary for the management, operation and maintenance of the following:

E.1.1 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Noland Wastewater Treatment Plant located at:

1400 North Fox Hunter Road  
Fayetteville, Arkansas 72701

E.1.2 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's West Side Wastewater Treatment Plant located at:

15 South Broyles Avenue  
Fayetteville, Arkansas 72704

E.1.3 All equipment, grounds, and facilities now existing within the present property boundaries of wastewater lift stations described as follows:

| SCADA<br>NODE | LOCATION                                           | Generator | Site<br>Maintenance<br>Only |
|---------------|----------------------------------------------------|-----------|-----------------------------|
| WW1           | 978 E Zion Rd (Lowe's – Zion PS)                   | YES       |                             |
| WW2           | 3500 E Mission Blvd (Timbercrest PS)               | YES       |                             |
| WW3           | 2805 N Salem Rd (Crystal Springs PS - ABANDONED)   |           | YES                         |
| WW4           | 691 W Poplar St (Poplar PS - ABANDONED)            |           | YES                         |
| WW5           | 3896 N Gregg Ave (Gregg Ave PS)                    | YES       |                             |
| WW6           | 3021 N Old Wire Rd (Old Wire PS)                   |           |                             |
| WW7           | 2065 N Sunshine Rd (Hamestring PS)                 | YES       |                             |
| N/A           | 2034 N Sunshine Rd (Old Hamestring PS - ABANDONED) |           | NO                          |
| WW8           | 729 W North Street (North Street PS –ABANDONED)    |           | YES                         |
| WW9           | 1336 N Porter Rd (Porter Rd PS)                    |           |                             |
| WW10          | 716 N Futrall Dr (Futrall Dr PS)                   | YES       |                             |
| WW11          | 4412 W 6th Street (Farmington East PS –ABANDONED)  |           | YES                         |
| WW12          | 571 N Double Springs Road (Farmington West PS)     | YES       |                             |
| WW13          | 878 S Dead Horse Mountain Rd (Stonebridge PS)      | YES       |                             |
| WW14          | 1820 S Armstrong Ave (Industrial Park PS)          | YES       |                             |
| WW15          | 203 E 29th Circle (Country Club PS – ABANDONED)    |           | NO                          |
| WW16          | 516 W Ernest Lancaster Dr (Airport North PS)       | YES       |                             |
| WW17          | 4394 S School (ABANDONED)                          |           | NO                          |
| WW18          | 202 N Sandy (Greenland PS)                         |           |                             |

| <b>SCADA<br/>NODE</b> | <b>LOCATION</b>                                                   | <b>Generator</b> | <b>Site<br/>Maintenance<br/>Only</b> |
|-----------------------|-------------------------------------------------------------------|------------------|--------------------------------------|
| WW19                  | 5716 E Norman Murphy Rd (Mally Wagnon PS)                         | YES              |                                      |
| N/A                   | 933 S Mally Wagnon Rd (Old Mally Wagnon PS)                       |                  | NO                                   |
| WW20                  | 3212 N Highway 112 – (Trucker’s Drive PS -<br>ABANDONED)          |                  | YES                                  |
| WW21                  | 1720 S Armstrong Ave (Happy Hollow PS – ABANDONED)                |                  | NO                                   |
| WW22                  | 630 N Double Springs Rd (Owl Creek PS)                            | YES              |                                      |
| WW23                  | 440 E Fairway Ln (Masters PS)                                     |                  |                                      |
| WW24                  | 265 W Ernest Lancaster Dr (Airport East PS)                       | YES              |                                      |
| WW25                  | 551 W Aster Ave (Willow West PS - Farmington)                     | YES              |                                      |
| WW26                  | 74 S Kestrel (Sequoyah Preserve PS)                               |                  |                                      |
| WW27                  | 1031 River Meadows Dr (Stonebridge Meadow Phase I PS)             | YES              |                                      |
| WW28                  | 1603 Plantation Ave (Heritage Village PS)                         | YES              |                                      |
| WW29                  | 390 N Cato Springs Rd (Bohannon PS - Greenland)                   |                  |                                      |
| WW30                  | 2423 Ruppel Road (Holt Middle School PS –<br>ABANDONED)           |                  | NO                                   |
| WW31                  | 2318 Internet (Research Park PS – ABANDONED)                      |                  | NO                                   |
| WW32                  | 478 N Durango Place (Silverthorne PS)                             | YES              |                                      |
| WW33                  | 4644 N Crossover Rd (Stonewood PS - Copper Creek)                 | YES              |                                      |
| WW34                  | 4572 S School Ave (Airport South PS)                              | YES              |                                      |
| WW35                  | 3083 W 6th St (Lowe’s – 6th St PS)                                | YES              |                                      |
| WW36                  | 1642 N Willowbrook Dr (Skyler Place PS)                           | YES              |                                      |
| WW37                  | 3848 W Edgewater Dr (Clabber Creek PS - ABANDONED)                |                  | YES                                  |
| WW38                  | 3710 E Zion Rd (Copper Creek Phase II PS)                         | YES              |                                      |
| WW39                  | 2392 N Kenswick Ave (Crofton Manner PS)                           | YES              |                                      |
| WW40                  | 1811 S Cherry Hills Dr (Stone Bridge Meadow Phase II PS)          | YES              |                                      |
| WW41                  | 1608 S Springlake Dr (Crescent Lake PS)                           | YES              |                                      |
| WW42                  | 2588 N Firefly Catch Dr (Clabber Creek Phase 3 PS –<br>ABANDONED) |                  | YES                                  |
| WW43                  | 196 S Woodsprings (Timber Trails PS)                              |                  |                                      |
| WW44                  | 10 Dot Tipton Rd (Legacy Pointe Phase 4 PS)                       |                  |                                      |
| WW45                  | 4451 N Waterside Ct (Timberlake Office Park PS)                   | YES              |                                      |
| WW46                  | 3788 E Spyglass Hill Dr (Stonebridge Meadows Phase V PS)          | YES              |                                      |
| WW47                  | 3601 E Albright Rd (Embry Acres PS)                               | YES              |                                      |
| WW48                  | 2435 S Dead Horse Mountain Rd (McDonald PS)                       |                  |                                      |
| WW49                  | 3393 E Goff Farm Road (Meadows PS)                                |                  |                                      |
| WW50                  | 485 N Broyles Ave (Broyles Ave PS)                                | YES              |                                      |

E.1.4 All equipment, grounds, and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville’s Land Application Site located east of the Noland Wastewater Treatment Plant across the White River.

E.1.5 All equipment, grounds, and facilities associated with or being used to complete routine O&M activities for the City of Fayetteville's Mitigated Wetlands Site now existing within the present property boundaries located north of the West Side Wastewater Treatment Plant. The service includes limited herbicide application and site monitoring but excludes burning.

E.1.6 The potable water SCADA system at the following locations:

| SCADA<br>NODE | LOCATION                           | DESCRIPTION                                   |
|---------------|------------------------------------|-----------------------------------------------|
| W1            | 215 W 24th St (South Mountain)     | Pump Station                                  |
| W2            | 844 N Crossover Rd (Hyland Park)   | Pump Station                                  |
| W4            | 1016 E Ash St                      | Pump Station                                  |
| W5            | 707 E Rogers Dr                    | Pump Station                                  |
| W6            | 456 E Baxter Ln                    | Ground Storage Tank (2 each)                  |
| W7            | 707 E Rogers Dr                    | Ground Storage Tank (2 each)                  |
| W8            | 133 N Sang Ave                     | Elevated Storage Tank                         |
| W9            | 1170 E South Skyline Dr            | Elevated Storage Tank (Mt. Sequoyah)          |
| W10           | 1044 E Township Rd                 | Elevated Storage Tank                         |
| W11           | 3280 W Judge Cummins Rd            | Ground Storage Tank (2 ea) (Kessler Mountain) |
| W12           | 7001 E Mission (Highway 45 Valve   | Pressure-Reducing Valve Station)              |
| W13           | 1589 Fire Tower Road (Goshen)      | Pump Station and Ground Storage Tank          |
| W14           | 17301 Lake Sequoyah Rd (Round Mtn) | Pump Station                                  |
| W15           | 14360 Round Mt Comm Church Rd      | Stand Pipe County Rd #55 (Round Mountain)     |
| W16           | 22032 Fire Tower Rd County Rd 4343 | Stand Pipe (Benson Mountain)                  |
| W17           | 3265 N Gulley Rd                   | Elevated Storage Tank                         |
| W18           | 3788 N Gulley Rd                   | Pump Station                                  |
| W19           | 3370 S Coach Rd                    | Pump Station                                  |
| W20           | 2098 Woodcliff Rd (Springdale)     | Surge Tank                                    |
| W21           | 2210 N Old Wire Rd                 | Valve                                         |
| W22           | 2800 N Old Missouri Rd             | Flow Meter                                    |
| W23           | 3385 N Par Ct                      | Valve                                         |
| W24           | 3023 E Joyce Blvd                  | Valve                                         |
| W25           | 2567 E Robinson (Springdale)       | Valve                                         |
| W26           | Township Tank Weather Station      | Weather Station                               |
| W27           | 17385 Blue Springs Rd (Goshen)     | Pump Station                                  |
| W28           | 17970 Lake Sequoyah Rd             | Pump Station                                  |
| W29           | Beaver Water District              | SCADA Interface                               |
| WSOPE         | 2435 S Industrial Dr               | Water & Sewer Ops Center                      |
| MTROB         | 12141 Ed Edwards Rd                | Mt. Robinson Tower Site                       |

E.1.7 Installation of the necessary Remote Terminal Units (RTUs) and equipment to acquire flow information from the collection system via SCADA. Flow monitoring devices (up to 17 remote locations) are scheduled to be installed by the City's Water and Sewer Division in 2009.

## Appendix F

### ENVIRONMENTAL PERMITS AND PROJECT CHARACTERISTICS

F.1 CH2M HILL will operate Project so that effluent will meet the requirement of NPDES permit No. AR0020010 and AR0050288. CH2M HILL shall be responsible for meeting the effluent quality requirements of City of Fayetteville's NPDES permit unless one or more of the following occurs:

- The Project influent does not contain Adequate Nutrients to support operation of Project biological processes;
- Contains Biologically Toxic Substances which cannot be removed by the existing process and facilities.

F.2 The flow, influent BOD<sub>5</sub>, and/or suspended solids exceeds the Project design parameters which are:

|             | Noland WWTP    |                         | West Side WWTP |                         |
|-------------|----------------|-------------------------|----------------|-------------------------|
|             | Annual Average | Maximum Monthly Average | Annual Average | Maximum Monthly Average |
| Flow (MGD)  | 11.2           | 16.9                    | 10.0           | 17.8                    |
| BOD (lbs/d) | 26,370         | 27,960                  | 14,595         | 18,853                  |
| TSS (lbs/d) | 20,620         | 22,210                  | 14,595         | 18,853                  |

F.3 In the event any one of the Project influent characteristics, suspended solids, BOD<sub>5</sub>, or flow, exceeds the parameters listed above, CH2M HILL shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

| Characteristics Exceeding Listed Parameters By | Recovery Period Maximum |
|------------------------------------------------|-------------------------|
| 10% or Less                                    | 5 days                  |
| > 10% but < 20%                                | 10 days                 |
| 20% and Above                                  | 30 days                 |

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then CH2M HILL will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

F.4 CH2M HILL shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances (that exceed process inhibiting levels or creates concentrations exceeding application or discharge limitations), and the subsequent recovery period.

F.5 The estimate Costs for services under this Agreement are based upon the following Project characteristics:

| Annual Average | Noland WWTP | West Side WWTP |
|----------------|-------------|----------------|
| Flow (MGD)     | 6.0         | 5.9            |
| BOD (lbs/d)    | 14,242      | 9,678          |
| TSS (lbs/d)    | 13,117      | 11,503         |

The above characteristics are the actual twelve (12) months average prior to the date services are first provided under this Agreement. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, may constitute a change in scope.

F.6 The current applicable environmental permits are as follows:

| Permit                                                    | AFIN No. | Permit No.                  | Expiration Date |
|-----------------------------------------------------------|----------|-----------------------------|-----------------|
| NPDES - Noland                                            | 72-00102 | AR0020010                   | 05/31/11        |
| NPDES - West Side                                         | 72-01033 | AR0050288                   | 11/30/10        |
| No Discharge Permit - Noland                              | 72-00829 | 4748-W                      | 12/31/13        |
| No Discharge Permit - West Side                           | 72-01033 | 5028-W                      | 06/30/14        |
| Air - Hamestring                                          | 72-01873 | 2179-A                      | N/A             |
| Air - West Side                                           | 72-01033 | 2178-A                      | N/A             |
| Stormwater No Exposure Certification (NEC)<br>- Noland    | 72-00102 | * Tracking No.<br>ARR00C377 | 03/31/09        |
| Stormwater No Exposure Certification (NEC)<br>- West Side | 72-01033 | * Tracking No.<br>ARR000390 | 03/31/09        |

*\* NEC are the exemptions from the Industrial Stormwater General Permit (IGP) #ARR000000. The IGP expires 3/31/2009 but the NEC remain effective until further notice from ADEQ.*



## Appendix G

### INDUSTRIAL WASTE DISCHARGES AND MONITORING PROGRAM

- G.1 CH2M HILL shall: Administer the Industrial Pretreatment Program in accordance with 40 CFR 403. Administration shall include:
- G.1.1 Maintain the industrial waste sampling and analysis program for pretreatment and surcharge, as described in G.3.
  - G.1.2 Monitor the compliance status of the current Significant Industrial Users (SIU's) through sampling, analysis, inspection, and record reviews. Issue notices of violation when appropriate, and recommend appropriate enforcement action to City of Fayetteville.
  - G.1.3 Receive, review and act upon reports and notification from industrial users.
  - G.1.4 Prepare notice of violations and other enforcement documentation in accordance with the Enforcement Response Plan in the State approved Industrial Pretreatment Program.
  - G.1.5 Track, determine, and publish industrial users in significant noncompliance.
  - G.1.6 Issue, revise, and renew industrial waste discharge permits for the SIU's.
  - G.1.7 Conduct an Industrial Waste Survey periodically to identify new, or significant, industrial users in Fayetteville and in cities with which Fayetteville has interjurisdictional agreements for waste treatment.
  - G.1.8 Assist City of Fayetteville with review and revision of local limits, the sewer use ordinances, the pretreatment program, and interjurisdictional agreements.
  - G.1.9 Prepare and submit the Industrial Pretreatment annual report.
  - G.1.10 Maintain all industrial monitoring records for at least three (3) years.
  - G.1.11 Maintain open communication with the SIU's.
  - G.1.12 Keep City of Fayetteville informed of pretreatment activities and changes in regulatory requirements.
- G.2 Significant costs due to new or changed Federal, State or local regulations shall cause a change of contract scope.
- G.3 Industrial Waste Dischargers and Monitoring Program in City of Fayetteville, AR:

| Industry                                                                                 | Parameters Analyzed                                            |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Ayrshire Electronics, LLC<br>1101 S. Beechwood<br>Fayetteville, AR 72701                 | Copper, lead, zinc                                             |
| Custom Powder Coating Services, Inc.<br>1629 W. Farmington St.<br>Fayetteville, AR 72701 | Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide |
| Elkhart Products Corporation<br>PO Box 1129<br>Fayetteville, AR 72702                    | Chromium, copper, lead, nickel, zinc, oil & grease             |

| Industry                                                                               | Parameters Analyzed                                                             |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Hiland Dairy Company<br>PO Box 3478<br>Fayetteville, AR 72702                          | Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease |
| Marshalltown Tools<br>2200 Industrial Drive<br>Fayetteville, AR 72701                  | Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide                  |
| Pinnacle Foods Corporation<br>PO Box G<br>Fayetteville, AR 72702                       | Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease |
| Superior Industries International, Inc.<br>1901 Borick Drive<br>Fayetteville, AR 72701 | Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide                  |
| Tyson Foods, Inc.<br>2615 S. School<br>Fayetteville, AR 72701                          | Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease |

### Appendix H

| <b>VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)</b> |                                             |                 |             |
|-----------------------------------------------------------------|---------------------------------------------|-----------------|-------------|
| <b>Unit #</b>                                                   | <b>Unit Description</b>                     | <b>Location</b> | <b>Year</b> |
| 82                                                              | Sykes 6" pump                               | Paul R Noland   | 2008        |
| 320                                                             | Ford F350 Super Duty/Crane, Crew Cab        | West Side WWTP  | 1999        |
| 324                                                             | Ford F350 Super Duty/Crane, Reg. Cab        | Paul R Noland   | 1999        |
| 325                                                             | Ford F350 Super Duty, Reg. Cab              | Paul R Noland   | 2000        |
| 339                                                             | Ford F-350, Flatbed                         | Farm Site       | 2002        |
| 340                                                             | Ford F-350                                  | Farm Site       | 2002        |
| 551                                                             | Ford 3930 Tractor Brushhog                  | Farm Site       | 1995        |
| 564                                                             | Ford/New Holland 8160 Load Tractor          | Farm Site       | 1999        |
| 570                                                             | New Holland 8670 Tractor                    | Farm Site       | 2000        |
| 581                                                             | New Holland TS100A Front End Loader         | Farm Site       | 2004        |
| 582                                                             | New Holland 1412 Discbine Mower Conditioner | Farm Site       | 2004        |
| 583                                                             | New Holland 740 Round Baler                 | Farm Site       | 2001        |
| 588                                                             | New Holland B940A Large Square Baler        | Farm Site       | 2005        |
| 589                                                             | New Holland 1412 Discbine Mower Conditioner | Farm Site       | 2005        |
| 644                                                             | New Holland 575E Backhoe/Loader             | Maintenance     | 2000        |
| 727                                                             | Dump Truck                                  | Paul R Noland   | 1995        |
| 741                                                             | Mack Tractor                                | Farm Site       | 1996        |
| 751                                                             | Sterling LT9500 Truck                       | West Side WWTP  | 2006        |
| 753                                                             | Kenworth Semi Tractor                       | Paul R Noland   | 1999        |
| 754                                                             | Kenworth T800 Semi Tractor                  | West Side WWTP  | 1999        |
| 755                                                             | Kenworth T800 Semi Tractor                  | Paul R Noland   | 2000        |
| 806                                                             | Case 1150G Bulldozer                        | Farm Site       | 1995        |
| 818                                                             | Caterpillar P5000LP Forklift                | West Side WWTP  | 2008        |
| 927                                                             | Parker 24' Gooseneck Trailer                | Farm Site       | 1991        |
| 959                                                             | Bush Hog 2620 Cutter                        | Farm Site       | 1995        |
| 966                                                             | P.J. Trailer, 18FT                          | Farm Site       | 1996        |
| 969                                                             | LO-Boy 25T-36FT Trailer                     | Farm Site       | 1996        |
| 988                                                             | Hesston Wheel Rake                          | Farm Site       | 1998        |
| 989                                                             | M&W Wheel Rake                              | Farm Site       | 1998        |
| 992                                                             | ATV - Polaris Sportsman 4X4                 | Paul R Noland   | 1998        |
| 1052                                                            | Ford Explorer                               | Farm Site       | 1999        |
| 1092                                                            | Ford Explorer XLT                           | Paul R Noland   | 2002        |
| 2004                                                            | Ford 4X4 Ranger XLT                         | West Side WWTP  | 1997        |
| 2007                                                            | Ford 4X4 Ranger XLT                         | Ops Bld         | 1997        |
| 2103                                                            | Ford 4X4 F150 Extended Cab                  | West Side WWTP  | 2006        |
| 3820                                                            | 2006 Kawasaki Mule 4x4                      | West Side WWTP  | 2006        |

| <b>VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)</b> |                                                |                 |             |
|-----------------------------------------------------------------|------------------------------------------------|-----------------|-------------|
| <b>Unit #</b>                                                   | <b>Unit Description</b>                        | <b>Location</b> | <b>Year</b> |
| 4318                                                            | 2006 Kawasaki Mule 4x4                         | West Side WWTP  | 2006        |
| 5000                                                            | New Holland 1412 Discbine                      | Farm Site       | 2006        |
| 5001                                                            | John Deere 6615 Tractor                        | Farm Site       | 2007        |
| 5002                                                            | John Deere 6615 Tractor                        | Farm Site       | 2007        |
| 5003                                                            | New Holland 740 Round Baler                    | Farm Site       | 2007        |
| 5012                                                            | Unit 5012 NHT6030                              | Farm Site       | 2009        |
| 9021                                                            | Volvo Penta 400 KW - Trailer Mounted Generator | Lift Station12N | 2001        |
| 9024                                                            | Hesston GEHL WR-522 Wheel Rake                 | Farm Site       | 2001        |
| 9025                                                            | Volvo Penta 400 KW - Trailer Mounted Generator | Lift Station22  | 2001        |
| 9031                                                            | Work Horse                                     | Paul R Noland   | 2001        |
| 9034                                                            | Yale 5000# Fork Lift                           | Paul R Noland   | 2002        |
| 9037                                                            | Work Horse                                     | Paul R Noland   | 2002        |
| 9083                                                            | Lufkin ULD-38 Trailer                          | West Side WWTP  | 1999        |
| 9088                                                            | Lufkin ULD-38 Trailer                          | West Side WWTP  | 2006        |
| 9104                                                            | Lufkin ULD-38 Trailer                          | West Side WWTP  | 2004        |
| 9105                                                            | Lufkin ULD-38 Trailer                          | Paul R Noland   | 2004        |
| 9106                                                            | Lufkin ULD-38 Trailer                          | Paul R Noland   | 2004        |
| 9111                                                            | Clement Star-Lite Trailer                      | Paul R Noland   | 2009        |
| 9124                                                            | Thompson 6" Diesel Power Pump/Trailer          | Paul R Noland   | 2009        |

## Appendix I

### **BASE FEE ADJUSTMENT**

- I.1 Electrical costs will be adjusted by actual increases from power supplier.
- I.2 The Base Fee adjustment formula is as follows:

$$ABF = BF \times (1 + AF)$$

Where:

BF = Base Fee specified in Appendix D

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = .5 (ECI + CPI)$$

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI = The twelve month percent change (from October of the prior year to October of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

**City of Fayetteville Staff Review Form**

C. 2  
Northwest Arkansas Economic  
Development District  
Page 1 of 8

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

12/15/2009

City Council Meeting Date  
Agenda Items Only

Connie Edmonston

**Submitted By**

Parks & Recreation

**Department**

**Division**

**Action Required:**

An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350 to provide public recreation services for senior citizens of Fayetteville for 2010.

|                      |                           |                                 |
|----------------------|---------------------------|---------------------------------|
| \$53,350             | \$ 23,350.00              | Transfer to Council on Aging    |
| Cost of this request | 30,000.00                 | Program Category / Project Name |
| 1010.6600.5718.01    | Category / Project Budget |                                 |
| 2250.9250.5718.01    | 2010 Budget               | Parks Development Program       |
| Account Number       | Funds Used to Date        | Program / Project Category Name |
|                      | \$ 53,350.00              | Parks Development               |
| Project Number       | Remaining Balance         | Fund Name                       |

Budgeted Item

☒

Budget Adjustment Attached

☐

Connie Edmonston  
Department Director

11/23/2009  
Date

Previous Ordinance or Resolution # 5209

JP Skelley  
City Attorney

11-24-09  
Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Paul A. Bahr  
Finance and Internal Services Director

11-24-2009  
Date

Received in City  
Clerk's Office



*Kurt J.*

Jim Mann  
Chief of Staff

11-25-09  
Date

Received in  
Mayor's Office



Donald Jones  
Mayor

11/23/09  
Date

Comments:

City Council Meeting of December 15, 2009

## **CITY COUNCIL AGENDA MEMO**

---

**To:** Mayor Jordan and City Council

**Thru:** Don Marr, Chief of Staff

**From:** Connie Edmonston, Director of Parks and Recreation

**Date:** November 19, 2009

**Subject:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Northwest Arkansas Economic Development District, in the amount of \$53,350 to provide public recreation services for the citizens of Fayetteville for 2010.

---

### **RECOMMENDATION**

Fayetteville Parks and Recreation Staff recommends to approve the contract with Northwest Arkansas Economic Development District (NWAEDD) to provide public recreation services for the citizens of Fayetteville and waive competitive bid for services.

### **BACKGROUND**

In 1972, The City of Fayetteville began providing financial support for the Council on Aging, Inc., to provide recreation services to senior citizens at the Hillcrest Towers and the Fayetteville Senior Center. This was the beginning of a very successful agreement that continued until the NWAEDD assumed the responsibilities of the Council on Aging in 2005.

The NWAEDD provides recreational programs, meeting the needs of our senior citizen residents at the Hillcrest Tower and the Fayetteville Senior Center. It is the intent of both parties to work in cooperation to enhance the recreation facilities and program in our City, while not duplicating services in efforts to spend taxpayers' money as effectively as possible. If the NWAEDD were not serving out senior citizen population, the City would need to assume responsibility.

## **DISCUSSION**

The 2010 budget includes a total of \$53,350 to be transferred to the NWAEDD. Of this transfer, \$30,000 comes from the Parks and Recreation Division, Parks Development Program and \$23,350 comes from the General Government Department, Miscellaneous Division. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the NWAEDD is providing to the City and the citizens of Fayetteville. We are requesting a waiver of competitive bids to secure the continuity of services provided and because NWAEDD has adequately served our citizens for the past three years.

## **BUDGET IMPACT**

The 2010 budget includes a total of \$53,350 for the transfer to the NWAEDD. This agreement has a reduction of 3% compared to prior year funds which is a reduction of \$1,650. This request is contingent upon City Council approval of the 2010 proposed budget.

If you have any questions regarding the Agenda Request or the Working Agreement, please call me at 444-3473, or email [cedmonston@ci.fayetteville.ar.us](mailto:cedmonston@ci.fayetteville.ar.us).



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT IN THE AMOUNT OF \$53,350.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR THE SENIOR CITIZENS OF FAYETTEVILLE FOR 2010

**WHEREAS**, providing quality recreational opportunities to the senior citizens of our community is of mutual interest to the City of Fayetteville and the Northwest Arkansas Economic Development District, and;

**WHEREAS**, the Northwest Arkansas Economic Development District is uniquely qualified to provide the continuity of services vital to the efficient provision of recreational opportunities to the senior citizens of Fayetteville, and;

**WHEREAS**, were it not for the services offered by the Northwest Arkansas Economic Development District, the City of Fayetteville would be required to assume the duty of providing staff, programming, promotion, and development for senior citizen recreational services.

**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 waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2010. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

## CONTRACT

*Between The City of Fayetteville and the  
Northwest Arkansas Economic Development District (NWAEDD)*

**WHEREAS**, the Northwest Arkansas Economic Development District (NWAEDD) is uniquely qualified to provide the full range of public recreation opportunities to the senior citizens of Fayetteville; and,

**WHEREAS**, it is in the best interest of the City of Fayetteville and its citizens to provide operating, promotion and development revenues to the NWAEDD in consideration for the substantial recreational programs provided by the NWAEDD to the senior citizens of Fayetteville.

**NOW, THEREFORE, IT IS AGREED:**

The City of Fayetteville shall provide the sum of \$4,445.83 monthly to the NWAEDD throughout the year of 2010 in consideration of the following duties and obligations to be preformed by the NWAEDD:

- A. The NWAEDD shall be responsible for providing staff, programming, promotion, and development for the Hillcrest Towers and Walker Park Community Centers. NWAEDD agrees to use funding from the City to pay for the promotion and development of recreational programs designed specifically for senior citizens.
- B. NWAEDD shall make substantial portions of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for the needy senior citizens. NWAEDD shall report on a quarterly basis the approximate number of Fayetteville citizens served by its programs.
- C. The NWAEDD shall follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and the NWAEDD which is attached as Exhibit A, and is made a part hereof, as if set forth word for word in its entirety.

**City of Fayetteville, Arkansas**

**Northwest Arkansas Economic  
Development District**

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**J. MICHAEL NORTON, Ex. Dir.**

ATTEST:

Witness:

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk / Treasurer**

By: \_\_\_\_\_  
**KAYE CURTIS**

Director Senior Services  
Title



## **EXHIBIT A**

### **RECREATION IN FAYETTEVILLE**

#### **WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT**

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Division (Parks and Recreation) and the Northwest Arkansas Economic Development District (hereinafter referred to as NWAEDD).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Parks and Recreation Director and the Executive Director of the NWAEDD; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, increased communications and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and NWAEDD would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and NWAEDD, the following set of detailed operating procedures and responsibilities are hereby established.

1. NWAEDD shall be responsible for providing staffing, programming and promotion, and development of recreational programs for senior citizens including but not limited to, recreational trips, arts and crafts, music and games.
2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development of the parks system within the city and the recreational events occurring within the city for all ages.
3. The NWAEDD Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
4. It is understood and agreed that the City's annual purchase of services will be negotiated on a yearly basis.

5. The NWAEDD Board of Directors is responsible for the management and operation of annual funding allocation to NWAEDD from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds. However, 60 percent of the funding shall be expended for promotion and development of recreation.

6. NWAEDD shall schedule a meeting and submit an annual financial report to the Parks and Recreation Director no more than thirty (30) days after the end of the NWAEDD fiscal year, which ends on June 30, 2010. Such report shall detail NWAEDD's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated in number eight (8).

7. NWAEDD shall comply with the schedules and procedures established by the Budget & Research Division of the City of Fayetteville for annual funding requests.

8. Quarterly reports shall be submitted to the Parks and Recreation Director on, or before, the following dates: April 15, July 15, October 15, and January 15 (2011). These reports shall detail the following performance measures:

- A. Operation of a full service senior center at both the Walker Park (Fayetteville Senior Activity and Wellness Center) and Hillcrest Towers locations to include socialization (recreation) by hosting daily social activities such as bingo, table games, exercise classes, and wellness programs. During the course of the year, an estimated 215 elderly citizens will participate at the two locations.
- B. Recreation opportunities at both locations will continue to provide such wellness recreational activities as Tai Chi and formal exercise classes will be provided on a weekly basis. L.I.F.T Classes and Use it or Lose it classes will be provided on a bi-weekly basis. Dances and music activities will be provided monthly at the Walker Park location.
- C. Both the Walker Park (Fayetteville Senior Activity and Wellness Center) and Hillcrest Tower locations will seek partnerships with outside organizations or community groups to assist in a variety of recreation programs and wellness classes.
- D. Transportation will be provided at both the Walker Park (Fayetteville Senior Activity and Wellness Center) and Hillcrest Towers for recreational trips and special interest trips, as well as transporting seniors for necessary appointments as scheduled through the Fayetteville Senior Activity and Wellness Center.

9. The working procedures and responsibilities contained herein shall become effective January 1, 2010.

10. NWAEDD shall acknowledge the City of Fayetteville's contribution on general marketing flyers, brochures and other general marketing materials.

# 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: C-2                                        |
| P.O Number:      | Northwest Arkansas Economic Development District |
|                  | Expected Delivery Date: Page 8 of 8              |

|                 |                                                |               |
|-----------------|------------------------------------------------|---------------|
| Vendor #: 19400 | Vendor Name: NWA Economic Development District | Mail Yes: No: |
|-----------------|------------------------------------------------|---------------|

|          |            |                  |                          |
|----------|------------|------------------|--------------------------|
| Address: | Fob Point: | Taxable Yes: No: | Quotes Attached Yes: No: |
|----------|------------|------------------|--------------------------|

|       |        |           |               |                                                                                                             |
|-------|--------|-----------|---------------|-------------------------------------------------------------------------------------------------------------|
| City: | State: | Zip Code: | Ship to code: | Division Head Approval:  |
|-------|--------|-----------|---------------|-------------------------------------------------------------------------------------------------------------|

|                          |                              |                |
|--------------------------|------------------------------|----------------|
| Requester: Tracie Martin | Requester's Employee #: 1141 | Extension: 406 |
|--------------------------|------------------------------|----------------|

| Item | Description                            | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|----------------------------------------|----------|---------------|-----------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Contract Payment for Public Recreation | 12       | months        | 2,500.00  | \$30,000.00   | 2250.9250.5718.01 |                      |             |               |
| 2    | Contract Payment for Public Recreation | 12       | months        | 1,945.83  | \$23,350.00   | 1010.6600.5718.01 |                      |             |               |
| 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:

2010 PURCHASE ORDER

|           |             |
|-----------|-------------|
| Subtotal: | \$53,350.00 |
| Tax:      |             |
| Total:    | \$53,350.00 |

Approvals:

|                                             |                            |                           |
|---------------------------------------------|----------------------------|---------------------------|
| Mayor: _____                                | Department Director: _____ | Purchasing Manager: _____ |
| Finance & Internal Services Director: _____ | Budget Manager: _____      | IT Manager: _____         |
| Dispatch Manager: _____                     | Utilities Manager: _____   | Other: _____              |

## City of Fayetteville Staff Review Form

C. 3  
Fayetteville Youth Center, Inc.  
Page 1 of 14City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

Connie Edmonston

Submitted By

Division

Parks &amp; Recreation

Department

## Action Required:

An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350 to provide public recreation services and facilities for the youth and citizens of Fayetteville for 2010.

|                      |                           |                                 |
|----------------------|---------------------------|---------------------------------|
| \$205,350.00         | \$57,600.00               |                                 |
| Cost of this request | \$147,750.00              | Transfer to Boys and Girls Club |
| 1010.6600.5718.00    | Category / Project Budget | Program Category / Project Name |
| 2250.9250.5718.00    | 2010 Budget               | Parks Development Program       |
| Account Number       | Funds Used to Date        | Program / Project Category Name |
|                      | \$57,600.00               | Parks Development Program       |
|                      | \$147,750.00              | Fund Name                       |
| Project Number       | Remaining Balance         |                                 |

Budgeted Item

☒

Budget Adjustment Attached

☐

*Connie Edmonston*  
Department Director

11/23/2009

Date

Previous Ordinance or Resolution # 5208

*Joe Kelly*  
City Attorney

~~11-24-09~~

Date

Original Contract Date:

Original Contract Number:

*Paul A. Becher*  
Finance and Internal Services Director

11-25-2009

Date

Received in City  
Clerk's Office

*Nan Man*  
Chief of Staff

11-25-09

Date

Received in  
Mayor's Office

*Lionel Jordan*  
Mayor

11/25/09

Date

Comments:

Boys and Girls Club  
p. 1 of 2

City Council Meeting of December 15, 2009

## **CITY COUNCIL AGENDA MEMO**

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**To:** Mayor Jordan and City Council

**Thru:** Don Marr, Chief of Staff

**From:** Connie Edmonston,  Parks and Recreation Director

**Date:** November 19, 2009

**Subject:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Fayetteville Youth Center, Inc., in the amount of \$205,350 to provide public recreation services for the youth and citizens of Fayetteville for 2010.

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### **RECOMMENDATION**

Fayetteville Parks and Recreation Staff recommends approving the contract with Fayetteville Youth Center, Inc. to provide public recreation services for the citizens of Fayetteville and waive competitive bid for services. Please note the Boys and Girls Club is referred to the Fayetteville Youth Center, Inc. in regards to funding.

### **BACKGROUND**

The City of Fayetteville has provided financial support for the Fayetteville Youth Center since 1967. In 1999, the Parks and Recreation Staff and the Youth Center Staff re-evaluated their operations to determine if each was meeting the needs of the Citizens of Fayetteville in the most efficient possible manner. The results of the meetings were the attached "Working Agreement" between Parks and Recreation and the Fayetteville Youth Center. It is the intent of both agencies to work together for the common good of the citizens by not providing public funding for multiple competing program offerings. If the Youth Center was not providing recreational services for our youth as well as citizens, the City of Fayetteville would need to assume the responsibility.

### **DISCUSSION**

The 2010 budget includes a total of \$205,350 to be transferred to the Fayetteville Youth Center. Of this transfer, \$147,750 is allocated from the Parks and Recreation

Department's Parks Development Program and \$57,600 comes from the General Government Department. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the Fayetteville Youth Center is providing to the City and the citizens of Fayetteville. We are requesting a waiver of competitive bids to secure the continuity of services provided and because the Fayetteville Youth Center has adequately served our citizens since it was created.

The agreement for 2010 is similar to the 2009 agreement. This agreement has a reduction of 3% compared to prior year funds which is a reduction of \$6,400. As stated before, each organization wants to offer two distinctly different programs to our citizens. Although each organization offers a variety of summer camps for our youth, staff from each organization works together to provide a variety of topics and elements that best suit our citizens' needs. During 2009, the Fayetteville Boys and Girls Club agreed to provide transportation for the YRCC participants during the summer and/or school year for lunch, programs and time to spend enjoying the Club's facilities. This partnership was added to Exhibit A – Working Procedures and Responsibilities in 2010 to reflect this agreement. (See item 13.)

### **BUDGET IMPACT**

The 2010 budget includes a total of \$205,350 for the transfer to the Fayetteville Youth Center. The request is contingent upon City Council approval of the 2010 proposed budget.

If you have any questions regarding the Agenda Request or the Working Agreement, please call me at 444-3473, or email [cedmonston@ci.fayetteville.ar.us](mailto:cedmonston@ci.fayetteville.ar.us).



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE FAYETTEVILLE YOUTH CENTER, INC. IN THE AMOUNT OF \$205,350.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR THE YOUTH AND CITIZENS OF FAYETTEVILLE FOR 2010

**WHEREAS**, providing quality recreational opportunities to the youth and other citizens of our community is of mutual interest to the City of Fayetteville and the Fayetteville Youth Center, and;

**WHEREAS**, the Fayetteville Youth Center and the City of Fayetteville have had a close working relationship for many years, and;

**WHEREAS**, this relationship allows for a continuity of services vital to the efficient provision of recreational opportunities, and;

**WHEREAS**, were it not for the services offered by the Fayetteville Youth Center, the City of Fayetteville would be required to assume the duty of providing staff, programming, promotion, and development for youth recreational services.

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and waives the requirements of formal competitive bidding and approves a contract

between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2010. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

**PASSED** and **APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

## CONTRACT

*Between The City of Fayetteville  
And  
Fayetteville Youth Center, Inc.*

**WHEREAS**, the City of Fayetteville has long been associated with and worked with the Fayetteville Youth Center, Inc. to provide public recreation to the citizens of Fayetteville; and

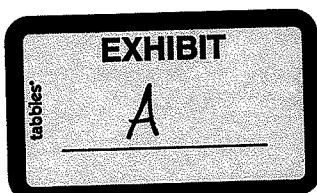
**WHEREAS**, the Fayetteville Youth Center, Inc. has long provided public recreation to the youth and citizens of Fayetteville; and

**WHEREAS**, it remains in the best interest of the City of Fayetteville and its citizens to provide operating, promotion and development revenues to the Fayetteville Youth Center, Inc. in consideration for the substantial recreational programs provided by the Fayetteville Youth Center, Inc. to the youth and citizens of Fayetteville.

### **NOW, THEREFORE, IT IS AGREED:**

The City of Fayetteville shall provide the sum of \$17,112.50 monthly to the Fayetteville Youth Center, Inc. throughout the year of 2010 in consideration of the following duties and obligations to be performed by the Fayetteville Youth Center, Inc.:

- A. The Fayetteville Youth Center, Inc. shall be jointly responsible with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the main facility of the Boys and Girls Club on Ruppel Road. The Fayetteville Youth Center, Inc. agrees to use funding from the City to pay for gymnasium supervisors and custodians at these sites.
- B. The Fayetteville Youth Center, Inc. shall make a substantial portion of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for needy youth. Although basic membership fees may be required for many Fayetteville residents, needy youth wishing to participate at the Fayetteville Youth Center, Inc. facility shall not be denied access solely because they do not have sufficient funds to pay for a regular membership. The Fayetteville Youth Center, Inc. shall report on a quarterly basis the approximate number of Fayetteville Citizens served by its programs and shall include the number of "scholarships" or free memberships provided to Fayetteville citizens.

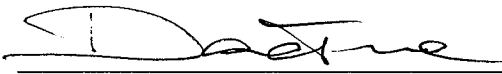


- C. The Fayetteville Youth Center, Inc. shall continue to follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and The Fayetteville Youth Center, Inc. which is attached as Exhibit A, and made a part hereof.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_  
LIONELD JORDAN, Mayor

FAYETTEVILLE YOUTH CENTER, INC.

BY:   
Board President  
Title

ATTEST:

BY: \_\_\_\_\_  
Sondra E. Smith, City Clerk / Treasurer

## **EXHIBIT A**

### **RECREATION IN FAYETTEVILLE**

#### **WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE FAYETTEVILLE YOUTH CENTER, INC.**

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Division (Parks and Recreation) and the Fayetteville Youth Center, Inc., d/b/a Fayetteville Boys and Girls Club (hereinafter FYC).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Director of Parks and Recreation and the Executive Director of the Fayetteville Boys and Girls Club; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, increased communication and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and FYC would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and FYC, the following set of detailed operating procedures and responsibilities are hereby established.

1. FYC shall be responsible for working with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the Boys and Girls Club. FYC will be responsible for the hiring, evaluating, and supervising of gymnasium supervisors and custodians at Holcomb, Asbell, and Vandergriff Gymnasiums during the basketball seasons, after school programs and summer day camp programs.
2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development for the city and school parks, including the following facilities which are utilized for sport

programming; Asbell Soccer/Softball Complex, Lake Fayetteville Softball Complex, Gary Hampton Softball Complex, Lewis Street Soccer Complex, Walker Baseball/Soccer Complex, White River Baseball Complex, and the Wilson Park Softball Field. Parks and Recreation shall be responsible for outdoor facilities owned or leased by the City of Fayetteville, excluding the property leased to FYC pursuant to written agreements.

3. FYC shall be responsible for providing or approving the management, staffing and promotions and development of the following programs and activities. FYC shall coordinate with the Fayetteville School System for use of their facilities. FYC shall be responsible for the majority of sports and activities held at indoor recreation facilities, including but not limited to the following:

- Basketball
- Baton
- Camps
- Cheerleading
- Dance
- Fishing Rodeo
- Flag Football (Youth)
- Golf
- Gymnastics
- Karate
- Ping Pong
- School Kids Connection
- Swim Lessons
- Volleyball
- Tackle Football
- Track
- Special Events
- Summer / School Break Programs
- Educational Programs
- Arts and Crafts
- FYC shall not compete/duplicate with those services listed in paragraph 4, unless agreed upon by the FYC Executive Director and the Parks and Recreation Director.

4. Parks and Recreation shall be responsible for providing or approving the management, staffing and promotion and development of the following programs and activities. Parks and Recreation shall be responsible for the majority of sports and activities held at outdoor recreation facilities, including but not limited to the following:

- Baseball
- Kickball
- Softball
- Flag Football (Adult)

- Hobby Use Groups
  - Sand Volleyball
  - Soccer
  - Special Events
  - Swim Lessons
  - Tennis
  - Youth Activity Camps
  - Richardson Center Activities
    - i. Arts and Crafts
    - ii. Educational Programs
    - iii. Summer / School Break Programs
    - iv. Internal Basketball Program for Adult YRCC Participants
5. FYC agrees not to establish a program that competes/duplicates with an established program provided by Parks and Recreation. Moreover, FYC agrees to provide Parks and Recreation with information relating to any of its programs including rosters of players and coaches, rules of the league, and similar relevant data upon request by Parks and Recreation. It is the intent of both parties to work together for the common good of the citizens of Fayetteville by not providing public funding for duplicate program offerings. It is understood that FYC and Parks and Recreation both currently provide swim lessons and aquatic programs and that both parties agree to work together for the common good for both parties.
6. In the event the FYC wishes to offer programs which fall in the general description of paragraph 5 above, which does not believe competes with current Parks and Recreation program, FYC shall provide advance notice of intent to start the program to Parks and Recreation with time to determine whether it is a competing program or not. In the event that FYC offers a program that the Parks and Recreation believes is a duplicate program within the meaning of this document, Parks and Recreation Staff shall give FYC written notices of its assessment. FYC shall either cease operating such program within 30 days of such notice or shall provide a written response to Parks and Recreation that disputes whether such program is in fact a competing program. If FYC fails to cease such program or respond to the assessment from Parks and Recreation, the City may discontinue funding for FYC on the 31<sup>st</sup> day after such notice. If FYC files a dispute, the issue shall be resolved by City Council and finding of City Council shall be final and not subject to appeal. If FYC fails to cease operation of such a program within 30 days of a decision requiring such cessation by City Council, then the City may stop annual funding to FYC.
7. The FYC Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
8. It is understood and agreed that the City's annual purchase of services shall be negotiated on a yearly basis.

9. The FYC Board of Directors is responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds. However, 75 percent of the funding shall be expended for promotion and development of recreation.
10. As part of the annual funding, FYC agrees to make its facilities available to residents of the City of Fayetteville for a nominal daily fee without the need to purchase a membership to the club.
11. FYC shall schedule a meeting and submit an annual financial report to the City of Fayetteville on or before July 31 of each year. Such report shall detail FYC's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated below in number 13.
12. FYC shall comply with schedules and procedures established by the Budget and Research Division of the City of Fayetteville for annual funding requests.
13. FYC shall provide transportation for the Yvonne Richardson Community Center as needed for the following activities including, but not limited to:
  - Throughout the Summer Fun4Kids Program provide bus transportation each day for the Owl Creek School free lunch program. This should include transportation for up to 50 children from the YRCC to Owl Creek School and back to the YRCC after lunch.
  - Throughout the Summer Fun4Kids Program provide bus transportation on Monday afternoons from the YRCC to FYC. Participants in the Summer Fun4Kids program will also have free admittance to the FYC facilities on Monday afternoons and transportation back to the YRCC at the conclusion of the program day.
  - Throughout the academic school year provide transportation on Monday and Wednesday afternoons FYC as part of the YRCC after school program. The FYC club bus/van will pick up children at approximately 4:30pm at the YRCC and provide return transportation to the YRCC at approximately 6:00pm.
  - FYC will also provide transportation for YRCC patrons as deemed necessary by FYC staff and the YRCC Director, provided that these arrangements have been done in a timely matter and are agreed upon by both parties prior to the requested date and time.
14. Quarterly reports shall be submitted to the Parks and Recreation Director on the following dates: April 15, July 15, October 15, and January 15 (2011). These reports will detail the following performance measures:
  - A. Provide a minimum of 30 open recreation hours per week at the Donald W. Reynolds Boys and Girls club facilities.



- B. Provide a minimum of 10 youth instructional/educational programs.
- C. Provide a minimum of three youth sports programs.
- D. Provide a minimum of two free community-wide events at the Donald W. Reynolds Boys and Girls club facilities.
- E. Provide marketing materials to Fayetteville school children for major sport programs.
- F. Implement three customer service surveys for Boys and Girls Club programs.
- G. Apply for 10 grants/major corporate sponsorships to provide additional funding to operate the Fayetteville Boys and Girls Club facilities and programs.
- H. Include Parks and Recreation logo to organizational web site and acknowledge the City of Fayetteville on sponsor wall located in the Donald W. Reynolds Boys and Girls Club.

The working procedures and responsibilities contained herein shall become effective January 1, 2010.

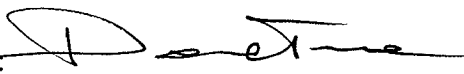
CITY OF FAYETTEVILLE

BY: \_\_\_\_\_  
LIONELD JORDAN, Mayor

Attest:

BY: \_\_\_\_\_  
Sondra Smith, City Clerk

FAYETTEVILLE YOUTH CENTER, INC.

BY:  \_\_\_\_\_

Attest:

BY: \_\_\_\_\_

# 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: C. 3                      |
| P.O Number:      | Fayetteville Youth Center, Inc. |
|                  | Page 13 of 14                   |
|                  | Expected Delivery Date:         |

|                 |                                                 |
|-----------------|-------------------------------------------------|
| Vendor #: 10485 | Vendor Name: Donald W. Reynolds Boys/Girls Club |
|-----------------|-------------------------------------------------|

|               |  |
|---------------|--|
| Mail Yes: No: |  |
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|----------|------------|
| Address: | Fob Point: |
|----------|------------|

|                  |                          |
|------------------|--------------------------|
| Taxable Yes: No: | Quotes Attached Yes: No: |
|------------------|--------------------------|

|       |        |           |               |
|-------|--------|-----------|---------------|
| City: | State: | Zip Code: | Ship to code: |
|-------|--------|-----------|---------------|

|                         |  |
|-------------------------|--|
| Division Head Approval: |  |
|-------------------------|--|

|                          |                              |
|--------------------------|------------------------------|
| Requester: Tracie Martin | Requester's Employee #: 1141 |
|--------------------------|------------------------------|

|                |  |
|----------------|--|
| Extension: 406 |  |
|----------------|--|

|      |             |          |               |           |               |                 |                      |             |               |
|------|-------------|----------|---------------|-----------|---------------|-----------------|----------------------|-------------|---------------|
| Item | Description | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Numbers | Project/Subproject # | Inventory # | Fixed Asset # |
|------|-------------|----------|---------------|-----------|---------------|-----------------|----------------------|-------------|---------------|

|    |                                        |    |        |           |              |                   |  |  |  |
|----|----------------------------------------|----|--------|-----------|--------------|-------------------|--|--|--|
| 1  | Contract Payment for Public Recreation | 12 | months | 12,312.50 | \$147,750.00 | 2250.9250.5718.00 |  |  |  |
| 2  | Contract Payment for Public Recreation | 12 | months | 4,800.00  | \$57,600.00  | 1010.6600.5718.00 |  |  |  |
| 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:<br>2010 PURCHASE ORDER |
|----------------------------------------------|

|           |              |
|-----------|--------------|
| Subtotal: | \$205,350.00 |
| Tax:      |              |
| Total:    | \$205,350.00 |

|                                             |                            |
|---------------------------------------------|----------------------------|
| Approvals:                                  |                            |
| Mayor: _____                                | Department Director: _____ |
| Finance & Internal Services Director: _____ | Budget Manager: _____      |
| Dispatch Manager: _____                     | Utilities Manager: _____   |
|                                             | Purchasing Manager: _____  |
|                                             | IT Manager: _____          |
|                                             | Other: _____               |



## City of Fayetteville Staff Review Form

C. 4  
Wayest  
Page 1 of 4City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

Kyle S. Curry

Operations

Fire

Division

Department

## Action Required:

Request that the competitive bid process be waived in order to purchase replacement bunker gear (coat and pants) from a manufacturer that did not submit the lowest bid. The gear being requested is the same gear that the Department currently uses. The Department partnered with Springdale Fire and Bentonville Fire on bid specifications in order to gain a better price.

\$47,500.00

Cost of this request

\$

70,000.00

Category / Project Budget

Services + Charges

Program Category / Project Name

1010-3020-5302.00

Account Number

\$

7,335.88

Funds Used to Date

Uniforms / Personal Equip

Program / Project Category Name

\$

62,664.12

Remaining Balance

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

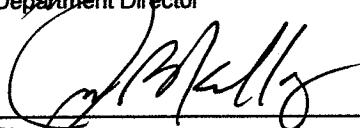
☐
  
 Department Director

Date

11/13/2009

Previous Ordinance or Resolution #

Original Contract Date:

  
 City Attorney

Date

11-13-09

Original Contract Number:

  
 Finance and Internal Services Director

Date

11-16-2009

Received in City  
Clerk's Office

ENTERED

11-13-09

  
 Chief of Staff

Date

11-16-09

Received in  
Mayor's Office

ENTERED

11-13-09

LB

  
 Mayor

Date

11/18/09

Comments:

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND WAYEST IN THE AMOUNT OF \$47,500.00 TO PROVIDE REPLACEMENT BUNKER GEAR (COAT AND PANTS) TO THE FAYETTEVILLE FIRE DEPARTMENT

**WHEREAS**, the Fayetteville Fire Department is in need of replacement bunker gear (coat and pants) for its firefighters, and;

**WHEREAS**, Wayest has previously provided bunker gear to the Fayetteville Fire Department, and;

**WHEREAS**, Morning Pride bunker gear previously supplied by Wayest has excellent quality, replaceable components, and has provided excellent thermal protection to Fayetteville firefighters by reducing the instances and severity of burns sustained by firefighters, and;

**WHEREAS**, competitive bidding for bunker gear meeting the standards of existing city equipment in this exceptional situation is not feasible or practical.

**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 waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



# Fayetteville Fire Department

303 W. Center St. Fayetteville AR. 72701

Phone (479) 575-8365

Fax (479) 575-0471

## CITY COUNCIL AGENDA MEMO

**TO:** Mayor Jordan and City Council

**FROM:** Interim Chief Kyle S. Curry 

**DATE:** November 12, 2009

**RE:** Bunker Gear Bid

### **RECOMMENDATION:**

The Department would like to request that the "Competitive Bid" process be waived in order to purchase replacement bunker gear that matches the current gear issued to personnel.

### **BACKGROUND:**

***Bunker Gear:** Protective gear worn by firefighters to protect them from heat and abrasive debris during fire suppression and emergency scene activities.*

The Department has worked with the Springdale Fire Department and the Bentonville Fire Department in order to develop a cooperative bunker gear bid. The bid was answered by four manufacturers. One of the manufacturers (Morning Pride) is the company that produces the gear that is worn today. The gear meets all of the specifications that the bid set forth. The other three manufacturers either did not meet all of the specifications, or substituted a different option in their bid specifications. The gear that is worn today has excellent quality and has served the Department well. The gear is durable and is "fitted" to the individual firefighter. The gear also has replaceable knee pads which is a plus. The knee area receives a lot of wear and thermal damage during the course of suppression operations. The other two manufacturers do not offer this – which results in retiring the gear or trying to repair it multiple times. The Morning Pride gear has afforded the firefighters excellent thermal protection which has reduced the number and severity of burns sustained by our firefighters.

The Morning Pride gear came in third on price - approximately \$220.00 more than one manufacturer and \$164.60 more than the other manufacturer (one manufacturer was \$134.00 higher than Morning Pride). However, the Department is confident that this difference is negligible when the points of maintaining the same gear, reliability, durability, and overall safety are factored in.

### **BUDGET IMPACT:**

The money for the bunker gear (\$47,500.00) will come from the Department's Uniform Budget. This has been planned for and will leave money in the account for other necessary expenditures.



# Fayetteville Fire Department

303 W. Center St. Fayetteville AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

| <b>Company</b> | <b>Brand</b>         | <b>Price per set</b> | <b><u>Difference from Morning Pride</u></b> |
|----------------|----------------------|----------------------|---------------------------------------------|
| Pro-Fire       | Sperian              | \$1,873.00           | <i>\$134.00 more</i>                        |
| <b>Wayest</b>  | <b>Morning Pride</b> | <b>\$1,739.00</b>    |                                             |
| Nafeco         | Janesville           | \$1,574.40           | \$164.60 less                               |
| Casco          | Globe                | \$1,519.00           | <i>\$220.00 less</i>                        |

## City of Fayetteville Staff Review Form

C. 5  
R-PZD 09-3439 (Oakbrooke Phase III)  
Page 1 of 46

City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items Only

Jesse Fulcher

Submitted By

Planning

Division

Development Services

Department

## Action Required:

R-PZD 09-3439: (Oakbrooke Phase III, 361): Submitted by Tracy K. Hoskins for property located within Oakbrooke Phases I and II. The property is zoned R-PZD, Residential Planned Zoning District and contains approximately 28.62 acres. The request is for Zoning and land use approval of an R-PZD with 174 residential units and 12,000 sq. ft. of nonresidential space.

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

☐

*Minor changes in memo to Ordinance read.*  
Department Director

11-25-09  
Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

11-30-09  
Date

Original Contract Number:

Paul A. Bahr  
Finance and Internal Services Director

11-30-2009  
Date

Received in City  
Clerk's Office



Chief of Staff

12-1-09  
Date

Received in  
Mayor's Office



Mayor

12/1/09  
Date

Comments:





**City Council Meeting Date:**  
**December 15, 2009**

## **City Council Agenda Memo**

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**To:** Mayor and City Council

**Thru:** Jeremy Pate, Development Services Director

**From:** Jesse Fulcher, Current Planner

**Date:** November 24, 2009

**Subject:** Residential Planned Zoning District for Oakbrooke Phase III (R-PZD 09-3439)

---

### **RECOMMENDATION**

Staff and Planning Commission recommend approval of an ordinance creating a Residential Planned Zoning District (R-PZD) for Oakbrooke Phase III, based on the development standards, plans and statement of commitments submitted. This action will establish a unique zoning district for a 174 attached and detached residential dwelling units and 12,000 sq. ft. of nonresidential space on 28.62 acres, a density of 6 units per acre.

### **BACKGROUND**

The boundary of the subject PZD is proposed to encompass all but 3.76 acres of the previously approved Oakbrooke Subdivision Phases I and II, which were approved by the Fayetteville City Council in 2005. The property contains approximately 28.62 acres of the overall 32.38 acres of the original Oakbrooke development; the portion that lies outside of the current PZD will retain its approval status, restrictions and conditions from the original PZD. All infrastructure has been installed to serve the original development and the owner has received final plat approval for both phases; however, only Phase II has been filed in order to build homes. The owner has started construction on several houses within Phase II, which would be incorporated into the proposed development.

### **DISCUSSION**

Neighboring residents attended both of the Planning Commission meetings at which this project was considered to listen and provide comments. Minutes from the first meeting are included in your packet. The Planning Commission voted 5-1-0 in favor of this request on November 23, 2009 (Commissioner Zant voting 'no'). Recommended conditions were approved by the Planning Commission and are reflected in the attached staff report. You will note in

conditions 1 and 2 that the Planning Commission and staff have differing recommendations. Ultimately, the City Council always determines the conditions of approval appropriate for a Planned Zoning District, if it is approved.

**BUDGET IMPACT**

None

**ORDINANCE NO.**

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 09-3439, OAKBROOKE PHASE III, LOCATED WITHIN OAKBROOKE PHASE I AND OAKBROOKE PHASE II; CONTAINING APPROXIMATELY 29 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN

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

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

From R-PZD 05-1463 Oakbrooke Phase I and R-PZD 05-1555 Oakbrooke Phase II to R-PZD 09-3439 as shown in Exhibit "A" and depicted in Exhibit "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 above requirements of the master plan and conditions of approval have been met.

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

**PASSED and APPROVED** this     day of     , 2009.

APPROVED:

ATTEST:

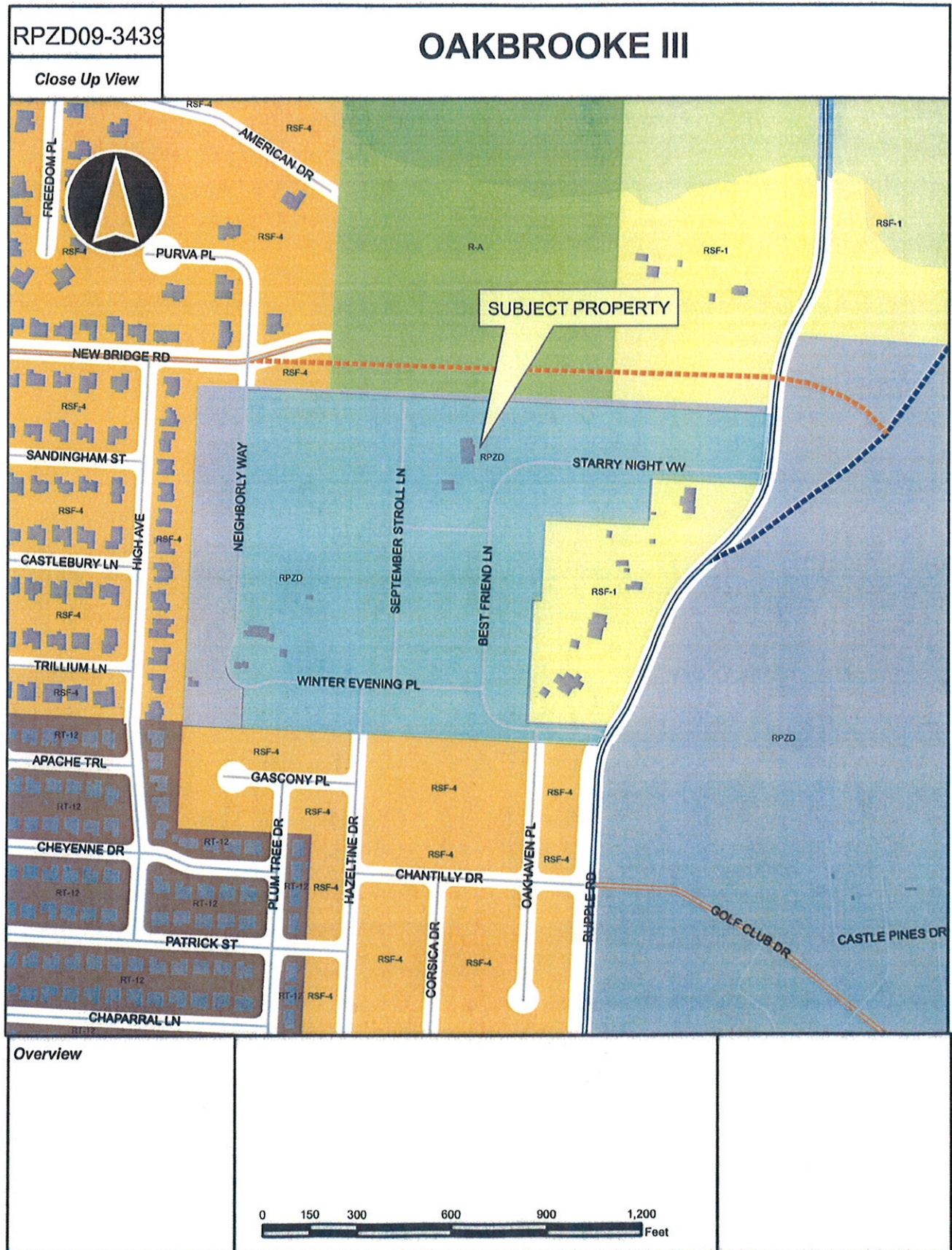
By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

**EXHIBIT "B"**  
**R-PZD 09-3439**

A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE FRACTIONAL SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°17'42"E 1069.16', THENCE S87°49'42"E 428.22', THENCE S87°09'15"E 1404.23', THENCE S08°18'00"W 225.89', THENCE N87°00'35"W 354.57', THENCE S02°48'25"W 146.65', THENCE N87°10'22"W 327.79', THENCE S02°50'14"W 253.09', THENCE N87°22'17"W 28.37', THENCE S02°49'27"W 389.76', THENCE S87°10'42"E 254.30', THENCE S25°22'44"W 64.97', THENCE N87°10'42"W 1319.64' TO THE POINT OF BEGINNING, CONTAINING 32.39 ACRES, MORE OR LESS. LESS AND EXCEPT: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE FRACTIONAL SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°17'42"E 1069.16', THENCE S87°49'42"E 151.00', THENCE S02°17'42"W 770.91', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00' FOR A CHORD BEARING AND DISTANCE OF S15°24'32"W 68.07', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00' FOR A CHORD BEARING AND DISTANCE OF S22°21'58"E 116.39', THENCE S02°17'42"W 128.20', THENCE N87°10'42"W 184.13' TO THE POINT OF BEGINNING, CONTAINING 3.77 ACRES MORE OR LESS. CONTAINING IN ALL 28.62 ACRES MORE OR LESS; SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

# EXHIBIT "A"



**November 9, 2009  
Planning Commission Minutes  
Oakbrooke Phase III (09-3439)**



**R-PZD 09-3439: Residential Planned Zoning District (OAKBROOKE III, T.K. HOSKINS 361):** Submitted by TRACY K. HOSKINS for property located WITHIN OAKBROOKE PHASES I AND II. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 28.59 acres. The request is for zoning and land use approval of an R-PZD with 177 residential units and 12,000 sq. ft. of nonresidential space.

**Jesse Fulcher**, Current Planner, gave the staff report describing the previously approved Oakbrook Subdivision and the proposal for a new PZD on this site for residential and mixed use. Staff recommended that the request be tabled until the November 23<sup>rd</sup> meeting date to allow the applicant additional time to clarify planning area 5 and make other requested revisions to the plan.

**Tracy Hoskins**, property owner, discussed their request and stated that he hopes they won't be tabled. He referenced new zoning criteria that they are proposing and was distributed to the Planning Commissioners at this meeting.

**Jim Ramsey**, applicant's architect, gave a PowerPoint presentation. He discussed the background and setting of the site, the concepts for their traditional neighborhood. He went over all of the proposed neighborhoods in the Master Plan, describing in detail their plan for mixed use, integrated variety of lot sizes, and that they did not want to repeat designs throughout the development, and that each lot would be specifically designed.

#### **Public Comment:**

**Paul Johnson**, president of Bridgeport Neighborhood Property Owner's Association, discussed that his neighborhood is not opposed to the style, but the size of the homes in the development. He is opposed to any homes below 1,400 square feet. He is opposed to rental property and smaller homes encourage rentals. He is not opposed to density but is opposed to less than 1,400 square feet. He discussed that crime and higher density are related. His neighborhood has had multiple calls of breaks-ins of cars and homes. He also discussed vehicles speeding in his neighborhood. We rarely see small homes that are high quality. Infill that protects existing development is appropriate.

**Gilbert Belk**, 2009 North Purva Place, discussed that appraisal values have gone down in the 1.5 years since he has purchased his home. He wasn't aware when he bought his house that the property proposed to be developed tonight was not a part of Bridgeport.

**Jack Langford**, who lives on Ruppel Road adjacent to this development, discussed concern with the size of the dwellings. He is concerned with 2-3 family dwellings and the community store that would be adjacent to his house. The applicant has kept this site clean. He asks the Planning Commission to keep the existing permitted plan.

**Tom Fetner**, lives in Bridgeport on High Avenue, stated concerns with row houses except where they were already permitted, and asked the Planning Commission to stay with the previously approved plan.

**(Inaudible)**, lives on Purva Place, discussed that this property is beautiful right now and this development will hurt vegetation and asked for those issues to be considered.

**Chuck Lewis**, resident of Bridgeport, stated concern with any homes under 1,400 square feet.

**(Inaudible)**, lives on American Drive, discussed that the transition from Bridgeport to this neighborhood is very great. Rental property and shops with this development do not make sense. He discussed rental homes, parties, and parking on the street. Please stick to the approved plan.

**Pam Henson**, lives in Bridgeport, discussed agreement with all of the other comments. She stated that the four existing houses being built are okay. She expressed concerns that the developer is changing this so much and the neighborhood has not been involved. On September 9, 2005, Alderman Lioneld Jordan made a motion to have a minimum of 1,400 square feet for residences in the Oakbrooke neighborhood. She discussed that there is already a lot of rental property in the area including the Links at Fayetteville across the street. We don't need smaller rentals in the area. Traffic on Wedington is an issue. She doesn't think this fits in this area.

**Ivory Collin**, Bridgeport, discussed that the proposal to have apartments above shops works in New York but not around here. She discussed the development at Futrall and I-540 that have not been rented with this concept. She expressed concern with this development.

**Steve Davis**, lives in Washington-Willow, discussed that he has actually worked for Tracy (Hoskins) in the past and the quality of Tracy's developments have improved over the years. As one member of the public referenced, he takes care of his property. The quality of this development will be good.

**No further comment was presented.**

**Commissioner Myres** discussed that she thinks they should follow staff's recommendation and table this item and also to make sure all other issues have been addressed.

**Commissioner Zant** discussed that he thinks this is a nice looking development. It would help to see the previous development to compare with this proposal.

**Commissioner Winston** discussed that this is potentially a great development with very innovative ideas. The neighbors could benefit with a neighborhood meeting. He thinks there is a general misunderstanding of the neighbors and what the applicant is proposing, based on the comments heard at the meeting tonight. He also discussed that he would recommend seeing the previous PZD approval so he could compare to the current proposal.

**Commissioner Honchell** asked about minimum square footage for homes and project phasing.

**Tracy Hoskins**, applicant, discussed that they are not proposing a minimum square footage and that the anticipated project phasing is approximately 5 years.



**Commissioner Honchell** asked what the minimum square footage of homes in surrounding areas are for comparison purposes.

**Garner** discussed that the City does not regulate square footages of homes and it would be very difficult for staff to determine. However, minimum lot size is regulated and could be determined.

**Kit Williams**, City Attorney, clarified that as the proposed project is a PZD a minimum square footage of homes can be required.

**Commissioner Trumbo** discussed that this plan is consistent with the principals in City Plan 2025 and that there will be a demand for this type of development in the future. If we don't plan for this now and do these types of developments, the city will continue to be developed as in the past with RSF-4 zoning and single family homes spread out everywhere. He discussed that he will not be in favor of attached units in this development being adjacent to detached units outside of this development. He is not in favor of home occupation throughout the development. The overall density is approximately 6.5 units per acre which is appropriate.

**Motion:**

**Commissioner Kennedy** made a motion to table this item until the next Planning Commission meeting on November 23, 2009. **Commissioner Zant** seconded the motion. **Upon roll call the motion to table passed with a vote of 6-0-0.**

**November 23, 2009  
Planning Commission Minutes  
Oakbrooke Phase III (09-3439)**

***New Business:***

**R-PZD 09-3439: Residential Planned Zoning District (OAKBROOKE III, T.K. HOSKINS 361):** Submitted by TRACY K. HOSKINS for property located WITHIN OAKBROOKE PHASES I AND II. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 28.59 acres. The request is for zoning and land use approval of an R-PZD with 174 residential units and 12,000 sq. ft. of nonresidential space.

**Jesse Fulcher**, Current Planner, gave the staff report, discussing the previous review of the project and comments. Staff recommended forwarding the project with several modifications to the plan as noted in the conditions of approval.

**Tracy Hoskins**, applicant, discussed the project and the neighborhood meeting that took place since the last Planning Commission meeting.

**Public Comment:**

**Tom Fetner** asked if the project could be rezoned, or a new PZD applied for in the future if this PZD was approved. Was concerned with the number of vacant lots in the area.

**James Davis** discussed concerns with the development turning into rental property, size of the houses and small lots sizes.

**No further public comment was presented.**

**Commissioner Lack** asked staff to address the public's questions.

**Andrew Garner**, Senior Planner, stated that the property could be rezoned in the future, as is the case for all properties.

**Commissioner Honchell** asked if the 1,400 sq. ft. required by the previous Bill of Assurance would conflict with the requirements of the proposed project.

**Fulcher** stated that the 1,400 sq. ft. limitation would only apply to the 17 lots that would remain under the zoning approval of Oakbrooke Phases I and II, and that this restriction would not apply to the proposed Phase III.

**Commissioner Honchell** asked if Use Unit 24, Home Occupations was already approved for all lots in Oakbrooke.

**Fulcher**, stated that home occupations were permitted on all lots within Oakbrook I and II.

**Kit Williams**, City Attorney, stated that the 1,400 sq. ft. house size requirement was offered by the applicant with Oakbrooke I and II.

**Commissioner Winston** asked the applicant if condition of approval #1 (maximum buildable area) would affect the development proposal, and if the limit on the maximum fence height in Planning Area 2 would be a problem.

**Hoskins** stated that the requested maximum buildable area was less than the previously approved project. Stated that a higher fence would be appreciated in the back yards of the homes.

Fulcher described staff's position on limiting the fence height to 3'.

**Hoskins** stated that limiting the fence height in front would be fine, but that allowing a standard fence along the sides and back yard would be preferred. Fences could be restricted to no greater than 3' until the fence is at least 10' behind the front façade.

**Commissioners Kennedy** stated that the sign regulations recommended by staff in Planning Area 5 were too restrictive. Would prefer to see the commercial uses removed if they aren't allowed to property advertise.

**Hoskins** stated that he was okay with monument style sign, but needed the sign allowances as proposed in the booklet.

**Commissioners Kennedy** discussed several R-O developments that struggle due restrictions on sign size.

**Commissioners Lack** stated that the Planning Area 5 was more like a residential office district, which is why it is appropriate in this setting, so the signs should be smaller than a commercial district. Use Unit 24, Home Occupations should be limited to a conditional use and not a use by right. Is the applicant okay with staff's recommendation on Planning Area 3?

**Hoskins** stated that the number of attached units in Planning Area 3 were reduced once based on staff's concerns. Still requesting the lots as noted for attached housing.

**Commissioners Cabe** asked about staff's recommendation and the applicant's request on the maximum buildable area for each planning area.

**Hoskins** stated that they could reduce the maximum buildable area to 65% in Planning Areas 1 and 3, and to 70% in Planning Areas 2 and 4.

**Commissioners Zant** stated there appears to be lots of changes occurring at the meeting and too many open-ended conditions. Wish that staff and applicant could agree upon all conditions.

**Motion:**

**Condition of Approval #1: Commissioner Cabe** made a motion to approve the condition with a 65% buildable area in Planning Areas 1 and 3 and a 70% buildable area in Planning Areas 2 and 4.

**Commissioner Winston** seconded the motion. **Upon roll call the motion passed with a vote of 5-1-0 (Commissioner Zant voting “no”).**

**Condition of Approval #2: Commissioner Winston** made a motion to approve the condition as recommended by staff. **Commissioner Kennedy** seconded the motion. **Upon roll call the motion passed with a vote of 5-1-0 (Commissioner Zant voting “no”).**

**Condition of Approval #3: Commissioner Winston** made a motion to approve the variance as proposed by the applicant. **Commissioner Kennedy** seconded the motion. **Upon roll call the motion passed with a vote of 4-2-0 (Commissioner Zant and Cabe voting “no”).**

**Commissioner Winston** made a motion to forward the project to the City Council with all conditions of approval as amended. **Commissioner Cabe** seconded the motion. **Upon roll call the motion passed with a vote of 5-1-0 (Commissioner Zant voting “no”).**

**Conditions of Approval  
Oakbrooke Phase III (09-3439)**

**PLANNING COMMISSION RECOMMENDED**  
**CONDITIONS OF APPROVAL:**

**R-PZD 09-3439**

Page 1 of 5

C. 5  
R-PZD 09-3439 (Oakbrooke Phase III)  
Page 16 of 46

**Conditions of Approval for R-PZD 09-3439 (Oakbrooke Phase III)**

1. City Council determination of zoning criteria: building area. *The Planning Commission voted to allow a maximum buildable area of 65% for Planning Areas 1 and 3, and 70% for Planning Areas 2 and 4.*
2. City Council determination of the applicant's request to allow monument signs and wall signs in Planning Area 5 subject to commercial zoning district regulations, which permits up to a 75 sq. ft. monument sign and a 150 sq. ft. wall sign per business per wall. Projecting signs shall be permitted in accordance with Chapter 174.11. *The Planning Commission voted to allow signage as proposed by the applicant.*
3. Use Unit 24, Home Occupations, shall not be permitted as a use by right, but may be permitted as a conditional use in any planning area, subject to Planning Commission approval.
4. Use Unit 41, Accessory Dwellings Units. Accessory dwelling units may only be permitted on lots containing at least 5,000 sq. ft. This requirement can not be varied by the Planning Commission or City Council. Therefore, the applicant shall remove this use unit from all planning areas. A note may be included in each planning area stating that accessory dwelling units may be permitted in accordance with Chapter 164.19 of the Unified Development Code.
5. PA-2. The following design requirements shall be required for Planning Area 2 in addition to the architectural standards presented in the project booklet:
  - a. All units shall be detached single-family dwellings.
  - b. Maximum height shall be two stories.
  - c. As shown on the conceptual site plan, all units shall have a primary entry, and/or covered porch oriented to the common open space, or walkway connecting to the common open space. The common open space shall be provided generally as shown, with dimensions of approximately 130' x 130'.
  - d. The development shall include a variety of building styles, features, colors and site design elements. Dwellings with the same combination of features shall not be located adjacent to each other. Identical elements shall not be repeated in more than three (3) of the cottages.
  - e. Each unit shall have a covered porch with a minimum depth of 6' and area of 60 sq. ft.
  - f. At least 300 sq. ft. of private, contiguous open space adjacent to each dwelling unit shall be provided with a minimum dimension of 10'.
  - g. No fence shall exceed three feet in height except where the fence is located at least 10' from the front façade of the house.
6. PA-3. The number of attached units shall be limited to Lots 1-14 and 44-51, with the dwelling types on these lots restricted to single, two, or three family townhouses. The note stating "no more than 5 units attached" shall be removed. All other lots in PA-3 shall be limited to detached single-family dwellings.
7. PA-4. Only detached single-family units shall be permitted on Lots 1-11 and 21-25. Attached housing, in a townhouse form, shall be restricted to Lots 12-20.

**PLANNING COMMISSION RECOMMENDED**  
**CONDITIONS OF APPROVAL:**

**R-PZD 09-3439**

Page 2 of 5

C. 5  
R-PZD 09-3439 (Oakbrooke Phase III)  
Page 17 of 46

8. PA-5. The minimum buildable street frontage along Ruppel Rd. shall be increased to 40%.
9. Street improvements. All interior streets have been constructed; however, street improvements, or payment in-lieu of improvements along Ruppel Road shall include those determined necessary by the Planning Commission, based upon the actual development proposed. All alleys and common driveways serving more than two dwelling units shall be constructed in compliance with the City's street design standards.
10. The applicant shall dedicate additional right-of-way for Ruppel Road and right-of-way for all public alleys at the time of final plat, or large scale development approval.
11. This project is required to obtain all construction and building permits and complete construction of each phase in accordance with the phasing table listed in the project booklet. A one-year extension may be approved for each phase, subject to the criteria in UDC Chapter 166 for extensions.
12. All sidewalks not previously installed shall be constructed in conformance with current City street standards.
13. All alley widths are subject to approval by the Fayetteville Fire and Solid Waste Divisions and adopted Street Design Standards. Alley construction will be reviewed at the time of development. A minimum of 20' clear of any structure (fence, building, wall, etc.) shall be provided along all alleys utilizing residential trash service to provide adequate room for a trash truck and arm to pick up residential trash carts.
14. All curb-cuts, including driveways, alleys, etc. shall be constructed in compliance with the Access Management Standards. Individual driveway widths shall be determined by Chapter 172.11(H).
15. Vehicles accessing parking spaces and garages off of an alley, or other access point, shall provide sufficient space for a 90-degree turning movement. This typically requires 24'; however, staff will evaluate access at the time of development.
16. Screening between residential and nonresidential developments shall be reviewed at the time of development.
17. A minimum of 5' of greenspace shall be required between all parking lots and adjoining property lines.
18. All common property shall be owned and maintained by the Property Owners Association. Development of these properties shall be limited to accessory type uses, such as gazebos, benches, mail kiosks, picnic tables, sidewalks, gardens, landscaping, etc., subject to approval by the City Planning Division.
19. Parks fees shall be determined at the time of development review. Fees shall be due prior to signing the final plat or building permit approval, depending on the development proposal.
20. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.



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R-PZD 09-3439 (Oakbrooke Phase III)  
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**PLANNING COMMISSION RECOMMENDED**  
**CONDITIONS OF APPROVAL:**

**R-PZD 09-3439**

Page 3 of 5

21. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet as specified. Additionally, the development shall be held to the “architectural controls” described in the project booklet. Building elevations will be reviewed at the time of building permit. All homes shall be designed with a “front façade” facing onto adjacent public streets, when present. All non-residential buildings or mixed use buildings shall adhere to Commercial Design Standards. All multi-family buildings shall adhere to Urban Residential Design Standards.
22. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
23. The following revisions shall be made prior to the project being placed on the City Council agenda:
  - a. Booklet. Page 2. Update PA-5 in the conceptual site plan to match current proposal.
  - b. Booklet. Page 4. The timeframes to begin and complete construction for each phase need to be clarified utilizing language similar to that listed in Chapter 166.20. The language currently used is contradictory and allows open-ended time frames for developing PA-5. Examples below:
    - a) All permits necessary to complete construction for Phase I shall be obtained within one year from City Council approval of the PZD. Final plat approval shall be obtained within two years of preliminary plat approval.
    - b) All permits necessary to complete construction of Phase V shall be obtained within five years from City Council approval of the PZD. A final Certificate of Occupancy shall be obtained within two years of the building permit approval.
  - c. Booklet. Page 7. Per comments above, remove Use Unit 24 and update buildable area.
  - d. Booklet. Page 8. Per comments above (if approved), remove Use Units 9, 10, 24 and 41, and update buildable area.
  - e. Booklet. Page 11. Per comments above (if approved), remove reference to 5 attached units, reduce attached units to Lots 1-14 and 44-51, remove Use Units 24 and 41, and update buildable area.
  - f. Booklet. Page 12. Per comments above (if approved), remove Use Units 24 and 41.
  - g. Booklet. Page 14. Per comments above (if approved), remove Use Unit 41, reduce build-to zone along Ruppel (by ordinance parking is prohibited in a build-to zone), remove setback comment for zero lot line and garages, since this is no longer proposed in the planning area, change minimum buildable area to minimum buildable street frontage, and increase percentage along Ruppel to 40%.
  - h. Booklet. Page 16. Make all applicable changes to the zoning comparison chart.
  - i. Plats. Page 1. Update legal description.
  - j. Plats. Page 3. Complete land use table.
  - k. Plats. Page 3. The use table needs to include a subtotal of all planning areas. Additionally, the table needs to correctly list the uses for each planning area and the correct number of lots.
  - l. Any common area proposed to be on a separate lot will need a separate lot number at the time of preliminary plat review.
  - m. The PZD booklet and plats shall be updated to reflect the lot numbering attached hereto and titled “Lot Numbering.” These revisions, along with all other required

C. 5  
R-PZD 09-3439 (Oakbrooke Phase III)  
Page 19 of 46

**PLANNING COMMISSION RECOMMENDED**  
**CONDITIONS OF APPROVAL:**

**R-PZD 09-3439**

Page 4 of 5

revisions shall be completed and submitted (three copies of the booklet and plats) to the Planning Division after City Council approval of the project.

**Urban Forester Conditions of Approval:**

24. Street trees are required to be planted every 30', except for single-family lots where one tree is required per lot. All trees shall be 2-inch large species.
25. Prior to signing the final plat, a written description of the method(s) and time frame the project will utilize to track development of each single-family lot to ensure the required trees are planted and their longevity of health assured, shall be submitted.
26. A 3-year bond, letter of credit, or check shall be required for all trees planted before signing the final plat, or approving a building permit for a large scale development. A three-year maintenance bond, letter of credit, or check shall be required prior to approval of a final Certificate of Occupancy.
27. Tree canopy required to be preserved shall be placed within a Tree Preservation Easement and dedicated by final plat or easement plat.
28. Before construction plan approval, the landscape plan must be stamped by a licensed landscape architect with the state of Arkansas.

**Standard Conditions of Approval:**

29. 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).
30. Impact fees for water, sewer, police and fire shall be paid in accordance with City ordinance.
31. Signs indicating the future extension of right-of-way shall be posted at the end of all street stub-outs prior to signing the final plat.
32. 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.
33. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
34. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.
35. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning

Staff prior to building permit. Only one-family and two-family units are exempt from this ordinance.

36. Prior to the issuance of a building permit the following is required:

- a. Grading and drainage permits
- b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
- c. Separate easement plat for this project that shall include the tree preservation area.
- d. Project Disk with all final revisions
- e. 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.

C. 5  
R-PZD 09-3439 (Oakbrooke Phase III)  
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**STAFF RECOMMENDED CONDITIONS OF APPROVAL DIFFERING  
FROM PLANNING COMMISSION RECOMMENDATION:**

**R-PZD 09-3439**

Page 1 of 1

**Conditions of Approval for R-PZD 09-3439 (Oakbrooke Phase III)**

1. City Council determination of zoning criteria: building area. *In all of the residential planning areas, the applicant is proposing a high intensity of building area (the square footage of a lot covered by the first floor of any building), much more intense than is permitted within any other residential districts within the City. These range, as proposed, from 70-75%, which leaves very little unoccupied greenspace. Staff does not feel that these percentages are necessary and recommends the buildable area maximum levels be reduced to 60% for Planning Areas 1-4.*
2. City Council determination of the applicant's request to allow monument signs and wall signs in Planning Area 5 subject to commercial zoning district regulations, which permits up to a 75 sq. ft. monument sign and a 150 sq. ft. wall sign per business per wall. *Commercial businesses that may locate in PA-5 need to advertise; however, signs need to be of an appropriate scale given the location of this property in a predominantly residential area. Staff cannot support the ability to install 150 sq. ft. wall signs, or a 75 sq. ft. monument sign. Staff recommends that wall signs be permitted in accordance with the Residential Office zoning district, which allows two 16 sq. ft. wall signs per business, and the maximum size of the one monument sign be limited to 50 sq. ft. Projecting signs shall be permitted in accordance with Chapter 174.11.*

**Staff Report**  
**Oakbrooke Phase III (09-3439)**



PC Meeting November 23, 2009

THE CITY OF FAYETTEVILLE, ARKANSAS

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

## PLANNING DIVISION CORRESPONDENCE

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TO: Fayetteville Planning Commission  
FROM: Jesse Fulcher, Current Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Development Services Director  
DATE: ~~November 16, 2009~~ Updated November 24, 2009

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**R-PZD 09-3439: Residential Planned Zoning District (OAKBROOKE III, T.K. HOSKINS 361):** Submitted by TRACY K. HOSKINS for property located WITHIN OAKBROOKE PHASES I AND II. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 28.62 acres. The request is for zoning and land use approval of an R-PZD with 174 residential units and 12,000 sq. ft. of nonresidential space.

Planner: Jesse Fulcher

### Findings:

*Background:* The first public review for this project was on November 9, 2009. Members of the public voiced concerns with the size of the homes, occupancy (rental vs. owner occupied), affect on property values, attached dwellings, type of businesses in mixed use area, traffic problems, compatibility with neighboring developments and that the developer already has approval to build a predominantly single-family neighborhood with a Bill of Assurance requiring homes to be at least 1,400 sq. ft.

The Planning Commission voted unanimously to table the request to the November 23, 2009 meeting, and requested additional information from Planning Staff, including; 1) site plans comparing the original Oakbrooke project with the current proposal; and 2) a map showing adjacent developments and land uses. Additional maps and site plans have been added to the end of the staff report.

Many of the questions and comments from the meeting were related to occupancy of the proposed dwellings and minimum house sizes. To clarify, the City of Fayetteville does not regulate the occupancy type of any residence, so all units within the City may be offered for rent, for sale, or for lease. Additionally, the City of Fayetteville does not have ordinances that allow the City to regulate or mandate a particular house size, so long as the maximum building area on a lot is not exceeded. The 1,400 sq. ft. house size currently required within Oakbrooke I and II was offered by the owner through a Bill of Assurance, which the Fayetteville City Council accepted as part of the original project approval. The City did not require the original Bill of Assurance, nor can the City request a Bill of Assurance.

*Property Description:* The subject development is proposed to be located within the previously approved Oakbrooke Subdivision Phases I and II, which were approved by the Fayetteville City Council in 2005. The property contains approximately 28.62 acres of the overall 32.38 acres of the

original Oakbrooke development. All infrastructure has been installed to serve the original development and the owner has received final plat approval for both phases; however, only Phase II has been filed. The owner has started constructed on several houses within Phase II, which would be incorporated into the proposed development. Surrounding land use and zoning are listed in *Table 1*.

**Table 1**  
**Surrounding Land Use and Zoning**

| Direction from Site | Land Use                    | Zoning            |
|---------------------|-----------------------------|-------------------|
| North               | Residential and Undeveloped | R-A, RSF-1, RSF-4 |
| South               | Residential                 | RSF-1, RSF-4      |
| East                | Golf course and Residential | R-PZD 07-2452     |
| West                | Residential                 | RSF-4             |

*Proposal:* The request is for rezoning and land use approval for a residential subdivision containing 174 attached and detached residential units and 12,000 sq. ft. of nonresidential space. A preliminary and final plat would be required if the development is approved. A large scale development will likely be necessary for areas of the development containing multi-family and nonresidential uses.

*Adjacent Master Street Plan Streets:* Ruppel Road (Principal Arterial Parkway), New Bridge Road (Collector Street), platted streets within Oakbrooke Phase I and II

*Access and connectivity:* All interior streets have been constructed, and were dedicated with the filing of Phase II of Oakbrook Subdivision. The applicant is proposing several alleys to provide rear access to many of the units. Alley design will be reviewed at the time of preliminary plat review and/or large scale development.

*Right-of-way to be dedicated:* All interior streets have been constructed and were dedicated with the filing of Oakbrooke Phase II. Right-of-way in the amount of 45' from centerline was also dedicated for Ruppel Road. However, Ruppel Road is now designated as a Principal Arterial Parkway, which requires right-of-way dedication in the amount of 53.5' from centerline. Therefore, an additional 8.5' of right-of-way will be dedicated with Oakbrook Phase III.

*Phasing:* As shown on the phasing plan in the project booklet, the applicant is proposing to develop Oakbrooke Phase III in five separate phases. Staff has requested additional information to be consistent with the current ordinance requirements regarding expiration of permits.

*Parks:* The Park and Recreation Advisory Board (PRAB) recommended on August 6, 2007 to accept money in-lieu of land for this project.

*Water & Sewer:* Water and sewer lines have been installed to serve Oakbrooke Phases I and II. Main extensions required by the new development proposal will be evaluated at the time of development review. Any new lot created will be required to have proper access and utilities, at the time of development.

*Tree Preservation:* Tree preservation will be reviewed at the time of development.

*Public Comment:* City staff has spoken with several surrounding property owners about the proposed development. One letter from an adjoining property owner has been received, objecting to the proposal. Notification was delivered to property owners within 100' of the PZD boundary and

two signs were posted on the site indicating the public hearing date. Staff comments from the November 9, 2009 Planning Commission meeting at the beginning of the staff report.

**Recommendation:** Staff finds that the development form and land uses presented in the project proposal are consistent with the City's adopted policies and the goals of City Plan 2025, including a variety of housing types and lot sizes, and nonresidential uses at corner locations. Staff also finds that the density and housing types presented are compatible with surrounding properties. Therefore, staff recommends **forwarding R-PZD 09-3439** to the City Council. However, staff's recommendation for approval is contingent on the following conditions and revisions:

**Conditions of Approval:**

1. Planning Commission determination of zoning criteria: building area. *In all of the residential planning areas, the applicant is proposing a high intensity of building area (the square footage of a lot covered by the first floor of any building), much more intense than is permitted within any other residential districts within the City. These range, as proposed, from 70-75%, which leaves very little unoccupied greenspace. Staff does not feel that these percentages are necessary and recommends the buildable area maximum levels be reduced to 60% for Planning Areas 1-4.*

11/23/09: THE PLANNING COMMISSION RECOMMENDED THE FOLLOWING MAXIMUM BUILDABLE AREAS: 65% FOR PLANNING AREAS 1 AND 3, 70% FOR PLANNING AREAS 2 AND 4. PLANNING AREA 5 WAS UNCHANGED.

2. Planning Commission determination of allowing Use Unit 24, Home Occupations, as a use by right in all zoning districts. *Staff does not recommend in favor of allowing home occupations without further review by the Planning Commission to ensure that residents aren't negatively impacted by nonresidential uses. In general, staff has been supportive of most home occupations, when given the opportunity to review the request and include conditions to safeguard neighboring properties and tenants. Staff would request this same opportunity within this development. No other residential districts within the City permit Home Occupations as a use by right.*

11/23/09: THE PLANNING COMMISSION FOUND IN FAVOR OF STAFF'S RECOMMENDATION. USE UNIT 24 SHALL BE LISTED AS A CONDITIONAL USE IN ALL PLANNING AREAS.

3. Planning Commission determination of the applicant's request to allow monument signs and wall signs in PA-5 subject to commercial zoning district regulations, which permits up to a 75 sq. ft. monument sign and a 150 sq. ft. wall sign per business per wall. *Commercial businesses that may locate in PA-5 need to advertise; however, signs need to be of an appropriate scale given the location of this property in a predominantly residential area. Staff cannot support the ability to install 150 sq. ft. wall signs, or a 75 sq. ft. monument sign. Staff recommends that wall signs be permitted in accordance with the Residential Office zoning district, which allows two 16 sq. ft. wall signs per business, and the maximum size of the one monument sign be limited to 50 sq. ft.*

11/23/09: THE PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE APPLICANT'S REQUEST, ALLOWING SIGNAGE IN CONFORMANCE WITH THE



COMMERCIAL ZONING DISTRICT.

4. Use Unit 41, Accessory Dwellings Units. Accessory dwelling units may only be permitted on lots containing at least 5,000 sq. ft. This requirement can not be varied by the Planning Commission or City Council. Therefore, the applicant shall remove this use unit from all planning areas. A note may be included in each planning area stating that accessory dwelling units may be permitted in accordance with Chapter 164.19 of the Unified Development Code.
5. PA-2. Staff is supportive of a “cottage development” design with the following additional conditions:
  - a. All units shall be detached single-family dwellings.
  - b. Maximum height shall be two stories.
  - c. As shown on the conceptual site plan, all units shall have a primary entry, and/or covered porch oriented to the common open space, or walkway connecting to the common open space. The common open space shall be provided generally as shown, with dimensions of approximately 130' x 130'.
  - d. The development shall include a variety of building styles, features, colors and site design elements. Dwellings with the same combination of features shall not be located adjacent to each other. Identical elements shall not be repeated in more than three (3) of the cottages.
  - e. Each unit shall have a covered porch with a minimum depth of 6' and area of 60 sq. ft.
  - f. At least 300 sq. ft. of private, contiguous open space adjacent to each dwelling unit shall be provided with a minimum dimension of 10'.
  - g. No fence shall exceed three feet in height. THE PLANNING COMMISSION AMENDED THIS CONDITION, ALLOWING FENCES GREATER THAN 3' IN HEIGHT ONLY WHEN LOCATED FURTHER THAN 10' FROM THE FRONT FAÇADE OF THE HOUSE.

11/23/09: THE PLANNING COMMISSION VOTED IN FAVOR OF STAFF'S RECOMMENDATION WITH THE EXCEPTION OF (3g) AS NOTED ABOVE.

6. PA-3. Staff is supportive of the number of lots and dwellings proposed for this planning area; however, staff can not support the number of lots on which attached units may be permitted. Staff recommends that the number of attached units be limited to Lots 1-14 and 44-51, with the dwelling types on these lots restricted to single, two, or three family townhouses. The note stating “no more than 5 units attached” shall be removed. All other lots in PA-3 shall be limited to detached single-family dwellings.

11/23/09: THE PLANNING COMMISSION VOTED IN FAVOR OF STAFF'S RECOMMENDATION.

7. PA-4. Only detached single-family units shall be permitted on Lots 1-11 and 21-25. Attached housing, in a townhouse form, shall be restricted to Lots 12-20.

11/23/09: THE PLANNING COMMISSION VOTED IN FAVOR OF STAFF'S

RECOMMENDATION.

8. PA-5. Staff is supportive of the mixed use planning area as long as the minimum buildable street frontage along Ruppel Rd. is increased to 40% and the maximum sign size is reduced as discussed in condition of approval #3.

11/23/09: THE PLANNING COMMISSION VOTED IN FAVOR OF STAFF'S RECOMMENDATION FOR BUILDING FRONTAGE, BUT ALLOWED SIGNS TO BE PERMITTED AS REQUESTED BY THE APPLICANT.

9. Street improvements. All interior streets have been constructed; however, street improvements, or payment in-lieu of improvements along Ruppel Road shall include those determined necessary by the Planning Commission, based upon the actual development proposed. All alleys and common driveways serving more than two dwelling units shall be constructed in compliance with the City's street design standards.
10. The applicant shall dedicate additional right-of-way for Ruppel Road and right-of-way for all public alleys at the time of final plat, or large scale development approval.
11. This project is required to obtain all construction and building permits and complete construction of each phase in accordance with the phasing table listed in the project booklet. A one-year extension may be approved for each phase, subject to the criteria in UDC Chapter 166 for extensions.
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15. Vehicles accessing parking spaces and garages off of an alley, or other access point, shall provide sufficient space for a 90-degree turning movement. This typically requires 24'; however, staff will evaluate access at the time of development.
16. Screening between residential and nonresidential developments shall be reviewed at the time of development.
17. A minimum of 5' of greenspace shall be required between all parking lots and adjoining property lines.
18. All common property shall be owned and maintained by the Property Owners Association. Development of these properties shall be limited to accessory type uses,

such as gazebos, benches, mail kiosks, picnic tables, sidewalks, gardens, and landscaping, etc., subject to approval by the City Planning Division.

19. Parks fees shall be determined at the time of development review. Fees shall be due prior to signing the final plat or building permit approval, depending on the development proposal.
20. No portion of any structure (i.e., porches, overhangs, etc.) shall encroach into building setbacks or utility easements.
21. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet as specified. Additionally, the development shall be held to the "architectural controls" described in the project booklet. Building elevations will be reviewed at the time of building permit. All homes shall be designed with a "front façade" facing onto adjacent public streets, when present. All non-residential buildings or mixed use buildings shall adhere to Commercial Design Standards. All multi-family buildings shall adhere to Urban Residential Design Standards.
22. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
23. The following revisions shall be made prior to the project being placed on the City Council agenda:
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  - b. Booklet. Page 4. The timeframes to begin and complete construction for each phase need to be clarified utilizing language similar to that listed in Chapter 166.20. The language currently used is contradictory and allows open-ended time frames for developing PA-5. Examples below:
    - i. All permits necessary to complete construction for Phase I shall be obtained within one year from City Council approval of the PZD. Final plat approval shall be obtained within two years of preliminary plat approval.
    - ii. All permits necessary to complete construction of Phase V shall be obtained within five years from City Council approval of the PZD. A final Certificate of Occupancy shall be obtained within two years of the building permit approval.
  - c. Booklet. Page 7. Per comments above, remove Use Unit 24 and update buildable area.
  - d. Booklet. Page 8. Per comments above (if approved), remove Use Units 9, 10, 24 and 41, and update buildable area.
  - e. Booklet. Page 11. Per comments above (if approved), remove reference to 5 attached units, reduce attached units to Lots 1-14 and 44-51, remove Use Units 24 and 41, and update buildable area.
  - f. Booklet. Page 12. Per comments above (if approved), remove Use Units 24 and

- 41.
- g. Booklet. Page 14. Per comments above (if approved), remove Use Unit 41, reduce build-to zone along Ruppel (by ordinance parking is prohibited in a build-to zone), remove setback comment for zero lot line and garages, since this is no longer proposed in the planning area, change minimum buildable area to minimum buildable street frontage, and increase percentage along Ruppel to 40%.
  - h. Booklet. Page 16. Make all applicable changes to the zoning comparison chart.
  - i. Plats. Page 1. Update legal description.
  - j. Plats. Page 3. Complete land use table.
  - k. Plats. Page 3. The use table needs to include a subtotal of all planning areas. Additionally, the table needs to correctly list the uses for each planning area and the correct number of lots.
  - l. Any common area proposed to be on a separate lot will need a separate lot number at the time of preliminary plat review.
  - m. The PZD booklet and plats shall be updated to reflect the lot numbering attached hereto and titled "Lot Numbering." These revisions, along with all other required revisions shall be completed and submitted (three copies of the booklet and plats) to the Planning Division after City Council approval of the project.

**Urban Forester Conditions of Approval:**

- 24. Street trees are required to be planted every 30', except for single-family lots where one tree is required per lot. All trees shall be 2-inch large species.
- 25. Prior to signing the final plat, a written description of the method(s) and time frame the project will utilize to track development of each single-family lot to ensure the required trees are planted and their longevity of health assured, shall be submitted.
- 26. A 3-year bond, letter of credit, or check shall be required for all trees planted before signing the final plat, or approving a building permit for a large scale development. A three-year maintenance bond, letter of credit, or check shall be required prior to approval of a final Certificate of Occupancy.
- 27. Tree canopy required to be preserved shall be placed within a Tree Preservation Easement and dedicated by final plat or easement plat.
- 28. Before construction plan approval, the landscape plan must be stamped by a licensed landscape architect with the state of Arkansas.

**Standard Conditions of Approval:**

- 29. 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).
- 30. Impact fees for water, sewer, police and fire shall be paid in accordance with City ordinance.

31. Signs indicating the future extension of right-of-way shall be posted at the end of all street stub-outs prior to signing the final plat.
32. 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.
33. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
34. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.
35. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit. Only one-family and two-family units are exempt from this ordinance.
36. Prior to the issuance of a building permit the following is required:
  - a. Grading and drainage permits
  - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
  - c. Separate easement plat for this project that shall include the tree preservation area.
  - d. Project Disk with all final revisions
  - e. 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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Planning Commission Action:      ☐ Tabled      ☒ Forwarded to C.C.      ☐ Denied

Motion: **Winston**

Second: **Cabe**

Vote: **5-1-0** (Zant voted no)

Meeting Date: **November 23, 2009**

Comments: \_\_\_\_\_

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Findings associated with R-PZD 09-3439 (Oakbrook III)

### Sec. 166.06. Planned Zoning Districts (PZD)

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#### *(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 2025;

**FINDING:** Staff finds many aspects of the development proposal to be consistent with the Unified Development Code and City Plan 2025. The future land use map designates the property as a City Neighborhood Area, which is characterized by a denser, primarily residential urban fabric with a wide range of residential building types, including single-family, side-yard and rowhouses. These areas also recognize mixed and low-intensity nonresidential uses, usually confined to corner locations. The applicant is proposing a variety of housing types and lot sizes, and some employment opportunities within a single development, while also attempting to maintain a level of compatibility and harmony with surrounding land uses. The development maintains the existing tree preservation area, required by Oakbrook I and II, and provides additional greenspace for residents of the development.

- (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:** Infrastructure for this property has already been installed as required with Oakbrooke Phase I and II. However, the increase in lots, dwellings and nonresidential space will require the applicant to improve and/or extend additional infrastructure.

- (4) Whether the rezoning is compatible with the surrounding land uses;

**FINDING:** The development is still proposed to be predominantly residential, with the exception of one planning area adjacent to Ruppel Road. In general, the proposal could be compatible with surrounding residential land uses; however, the scale and number of attached units, in staff's opinion, is too great to achieve an appropriate level of compatibility at this time.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

**FINDING:** Public streets and utilities have already been constructed to serve future development on this property. Therefore, the land is suitable for the intended use and compatible with the natural environment.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

**FINDING:** Any additional development in the area will certainly increase the amount of traffic on surrounding streets; however, the overall density should not create an appreciable amount of traffic above that which can be managed with the streets in the area. The site has direct access to Ruppel Road, which was recently expanded to a three-lane boulevard. Additionally, Mt. Comfort Road, which is just north of the site is currently being expanded to a four-lane road way from Ruppel to I-540.

- (7) Whether the planned development provides for unified development control under a unified plan;

**FINDING:** The applicant has provided the majority of information required in the booklet and plats. However, staff does not feel that the development regulations could be accurately enforced at the time of development, due to a lack of detail and information.

- (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**

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(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 applicant is proposing a variety of housing types and lot sizes, and some employment opportunities within a single development, while also attempting to maintain a level of compatibility and harmony with surrounding land uses. The development maintains the existing tree preservation area, required by Oakbrook I and II, and provides additional greenspace for residents of the development.**

(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:** As noted herein, the development proposal encourages a variety of residential land uses, which in general are arranged in an orderly manner. The subject property is surrounded by various densities of residential land uses and for the most part the project proposes land uses which are compatible with these surrounding properties.

- (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.

**FINDING:** A proposed density of approximately 6.25 units/acre can be compatible with the surrounding properties if the building scale and type are similar. Many areas of the proposed development are appropriate based on adjacent land uses; however, the building area proposed for the various planning areas, which average approximately 70% of the lot area, are too high based on the land use.

**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 City's land use planning objectives, principles and policies. The future land use map designates the property as a City Neighborhood Area, which is characterized by a denser, primarily residential urban fabric with a wide range of residential building types, including single-family, side-yard and rowhouses. These areas also recognize mixed and low-intensity nonresidential uses, usually confined to corner locations. The applicant is proposing a variety of housing types and lot sizes, and some employment opportunities within a single development, while also attempting to maintain a level of compatibility and harmony with surrounding land uses. Staff, in general, supports the variety of housing and the nonresidential uses along Ruppel Road being proposed with the reduction in the number of attached units in PA-2 and PA-3.

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 for the development of Oakbrook I and II, which will permit a maximum of 109 dwelling units. The rezoning request is justified based on the desire of the applicant to provide a different development form than what was original approved.

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 rezoning would result in an increase from 109 dwellings units to 194 dwelling units and 12,000 sq. ft. of nonresidential space, as proposed by the applicant. The increase in dwellings units and nonresidential space will certainly alter the population density; however, it is not expected to increase undesirably increase the load on public services. Increased load on public services were taken into consideration and recommendations from the Engineering, Fire, and Police Departments are included in this report.

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**

## **DEPARTMENTAL CORRESPONDENCE**

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Date 10/13/09

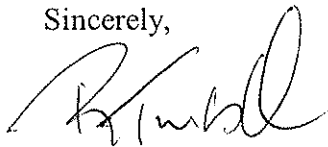
Jeremy Pate  
Zoning and Development Director  
City of Fayetteville  
113 W. Mountain  
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed R-PZD 09-3439; Oakbrooke III / Tracy Hoskins, 361): submitted by Tracy K. Hoskins for property located within Oakbrooke Phase I & II, would substantially alter the population density and thereby undesirably increase the load on public services and create an appreciable increase in traffic danger and congestion. The property contains approximately 21.50 acres.

It is the opinion of the Fayetteville Police Department that this R-PZD will not substantially alter the population density, and will not create an appreciable or undesirable increase in the load on police services. This R-PZD will not create an appreciable increase in traffic danger and congestion.

Sincerely,



Lieutenant R. Turberville  
Fayetteville Police Department



# The City of Fayetteville Fire Department

303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

C. 5

R-PZD 09-3439 (Oakbrooke Phase III)

Page 38 of 46

**To:** Jesse Fulcher  
**From:** Captain Mark Stevens  
**Date:** November 4, 2009  
**Re:** R-PZD 09-3439

This development will be protected by Engine 7 located at 835 N. Ruppel Road.

It is approximately 1 mile from the station with an anticipated response time of 3 minutes to the beginning of the development.

The Fire Department anticipates 31 (20 EMS - 11 Fire/Other) calls for service each year after the development is completed and maximum build-out has occurred. Typically, this type of development usually takes 12 - 18 months, after the development is started, before maximum build-out and the service impact to occur.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain Mark Stevens  
Fayetteville Fire Department

Honor, Commitment, Courage;  
Our people make the difference!

**4. R-PZD 09-3439: Planned Zoning District (OAKBROOKE III, TRACY HOSKINS, 361): Submitted by TRACY K. HOSKINS for property located WITHIN OAKBROOKE PHASE I AND II. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 21.50 acres. The request is for review of an R-PZD, Residential Planned Zoning District, for Zoning and Land Use only.**

**Planner: Jesse Fulcher**

Public water is available to the property. There are 8" public mains located throughout this property. New public mains may need to be extended depending on the proposed lot layout to avoid services crossing new property lines.

Sanitary sewer is available to the site. There are 8" public mains located throughout this property. New public mains may need to be extended depending on the proposed lot layout to avoid services crossing new property lines.

The site has access to Ruppel Road. Ruppel Road is partially improved boulevard section in this area. The east half has been fully improved by the recent Links development from this property south to Wedington. The west half is paved one way southbound without curb, gutter and sidewalks. Street improvements will be evaluated with development submittal.

Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain.

**6. RZN 09-3442: (KIMBROUGH/FUGITT/805W. BEL AIR, 366): Submitted by KIM FUGITT for property located at 805 W. BEL AIR DRIVE. The property is zoned RSF-4, SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.02 acres. The request is to rezone the subject property to RSF-8, Residential Single Family, 8 units per acre.**

**Planner: Dara Sanders**

Public water is available to the property. There is a 6" public main located across Bel Air from this property. Public water may need to be extended through the property to provide domestic and fire flow for any proposed development.

Sanitary sewer is available to the site. There is a 6" public main located at the rear of this property and a 15" main located in Leverett Street. Public mains may need to be extended through the property to serve any proposed development.

The site has access to Bel Air and Leverett. Bel Air and Leverett are two lane paved city street in this location. Street improvements will be evaluated with development submittal.

Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain





September 17, 2009

Oakbrooke is a 32+/- acre sustainable community along the west side of Ruppel Road, north of Highway 16 west, and south of Mt Comfort Road. Paradigm Development Enterprises, Inc., of Fayetteville will handle the design and development of the revised Oakbrooke project.

It has always been our desire to create an authentic neighborhood of traditional American architecture, offering a variety of housing options to a variety of residents. Larger homes for growing families will be intermingled with more modest homes for those on a tighter budget; younger families; civil servants who protect our families; the teachers who educate our families; and those ready for a more simple way of life, having raised their families. The Oakbrooke community is the first legitimate inclusion of "homes within reach" that aren't segregated by class, income level, or social background.

Just as the surrounding developments, Oakbrooke is primarily a single family residential neighborhood of attached and detached homes. However, Oakbrooke will strive for character which is lacking in many developments. By not using stock plans but specifically designing each home for each lot, Oakbrooke strives to raise the standard of residential development in the Ruppel Road area.

Our goal is to create a sustainable neighborhood of viable housing options that will stand the test of time...

- Reduce public costs by making more efficient use of infrastructure
- Protect the environment through reduced land consumption, preservation of on-site environmental features, and reduced automobile travel
- Increase public safety and welfare through street design that results in slower driver speeds and reduced accidents, injuries and fatalities
- Foster community through attractive streets and public spaces that create opportunities for encounters and gatherings
- Promote sustainable development that meets the needs of the present without compromising the ability of future generations to meet their own needs
- Create a sense of "place" in an authentic "community"

Oakbrooke 3 is a redesign of portions of the constructed Oakbrooke Community. Short of the addition of some additional utility services, all necessary infrastructures have been constructed to accommodate the redesign. Revisions to the original PZD will give the opportunity to offer high quality, more "affordable" homes on somewhat smaller lots including Cottages, Town Homes, and Courtyard or Patio Homes. Larger lots are adjusted and divided to provide more affordable, more easily maintained, compact lots, and provide opportunities for additional common greenspace and highly landscaped elements, public gardens and places for neighbors to gather.

With the proposed redesign, the community store currently located on lots 52 thru 54 is moved to a more appropriate area along the reconstructed Ruppel Road, directly across from The Links apartment and golf course project; and as per the CityPlan 2025, it takes on more of a Mixed Use character. In turn, the homes once slated for this area will be appropriately relocated further away from what will soon become a highly traveled divided arterial road.

All roads lead home in Oakbrooke. There are no permanent "dead end" streets, and friendly access is given to all areas. Connectivity is supplied to all surrounding developments, both existing and future. The constructed, but temporary cul-de-sac at the north end of September Stroll is a direct connection to future development to the north. Intersections and streets are designed to be as convenient to pedestrians as they are to automobiles. Sidewalks are located on both sides on the street to allow interaction among friends and provide safe passage for children and other pedestrians. Spaces for public gardens and landscaping will be included to create community pride among neighbors and to help establish a sense of "place" and "arrival". Custom signage and lighting will help establish the individual character of Oakbrooke. No additional public streets will need to be constructed.

We appreciate your concern and completely share your desire to continually improve Fayetteville.

Tracy K. Hoskins

Tracy K. Hoskins  
Paradigm Development  
3155 North College, Suite 201

**RESPONSE TO THE PROPOSED REVISION TO THE PREVIOUSLY  
APPROVED RPZD 05-1463, OAKBROOKE SUB-DIVISION**

C. 5  
R-PZD 09-3439 (Oakbrooke Phase III)  
Page 41 of 46

**Date: 11.02.09**

To whom it may concern:

Upon review of the proposed revisions I have come to the conclusion that the revision for the previously approved RPZD 05-1463 is unacceptable.

My family and I live at 1893 N Ruppel Rd. We purchased our home on Ruppel Rd. in 2007. At the time of purchase we reviewed what plans were available for Oakbrooke Subdivision and we agreed to purchase the property at 1893 N Ruppel Rd. with an understanding of the current Oakbrooke plans. The current plan provides for single-family dwellings to the west and north of our property.

We do not need to list what the revision entails but we must state our objections and why. The revision has the potential to double or triple the number of residents near our home. This would double or triple the noise and traffic. The revision places the "Mixed Use" area directly across the street to the north of our home. When we purchased in 2007 we knew that we would eventually have neighbors behind us to the west and across the street to the north but we did not expect our neighbors to be businesses or multi-family dwellings approximately 100 ft. from our door. The close proximity of multi-family dwellings, businesses, and the added number of potential dwellings will definitely infringe on our privacy.

We realize this is a business deal. Under the current economic conditions smaller more affordable lots and homes have a more favorable purchase price and may be easier to sell. New larger homes built close to Ruppel Rd. with its current and future changes may sit awhile before they find their way off of the market. The revision is one sided at best. The revision favors the developer without considering the impact of property values to current residents on adjoining properties.

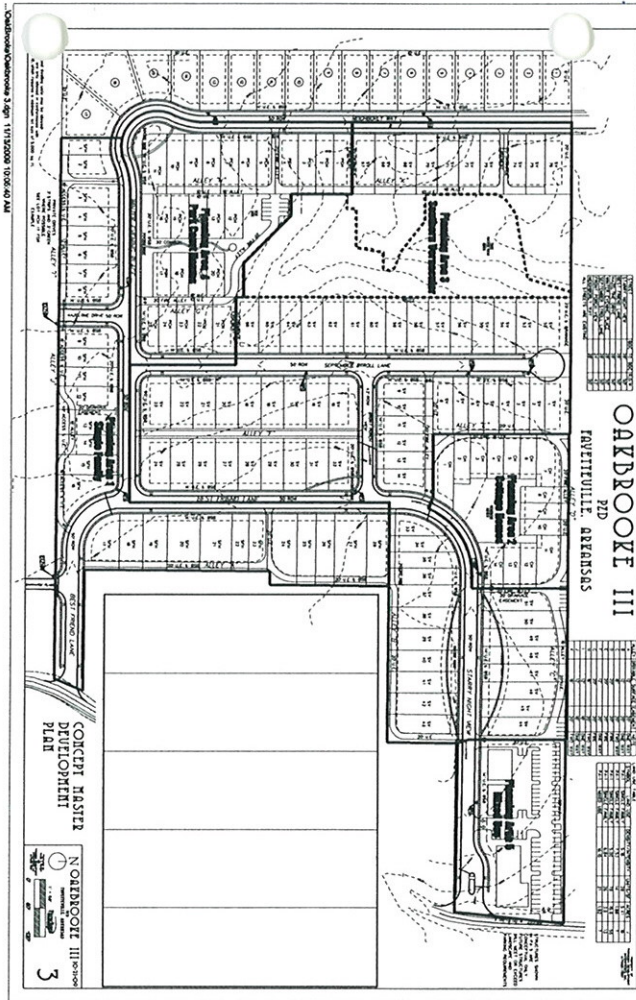
When we purchased our property Paradigm Development had an approved plan. My assumption is that at that time Paradigm had agreed to the current plan. We saw the plan and agreed that we could work with that plan as a neighbor. We cannot agree to the revision. It is unacceptable and we believe Paradigm Development should be held to their original and current plan.

Regards,  
Jack Lankford  
479.233.0933

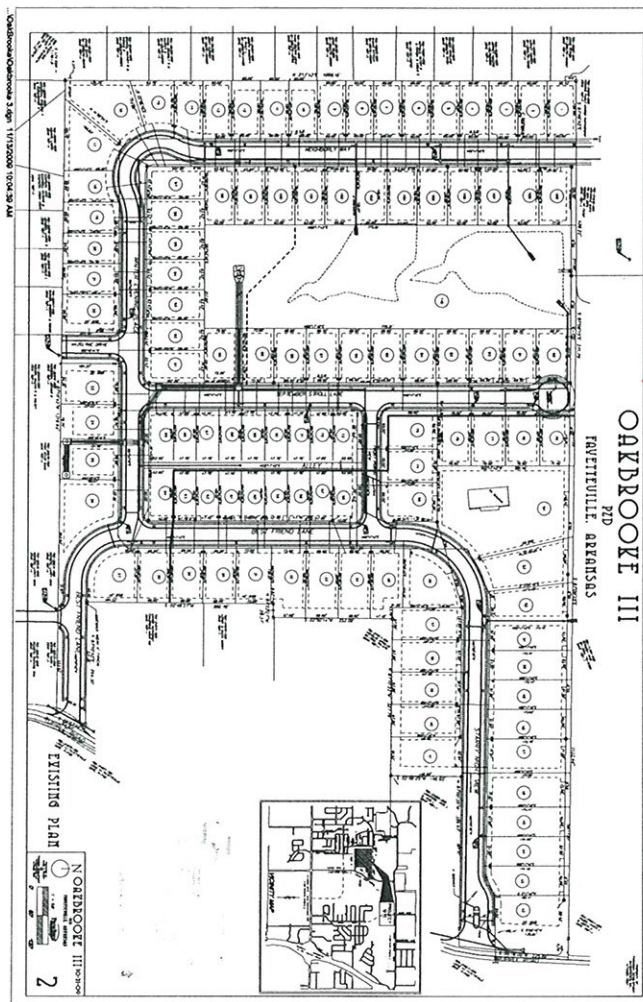




Proposed Oakbrooke III



Approved Oakbrooke I & II





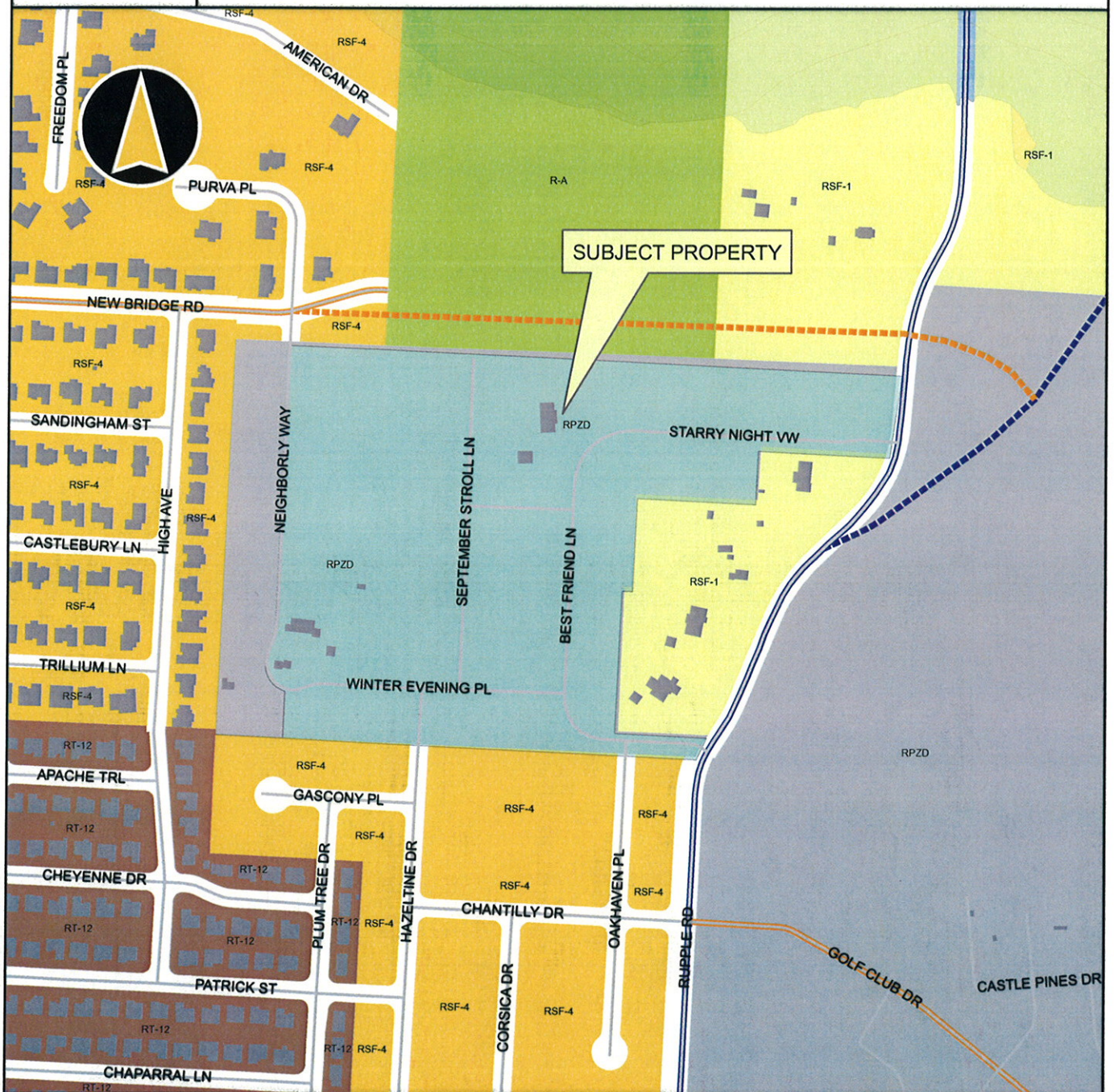




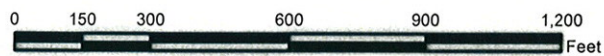
RPZD09-3439

# OAKBROOKE III

Close Up View



Overview





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R-PZD 09-3439 (Oakbrooke Phase II)  
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Subject Property  
 RPZD09-3439

## Boundary

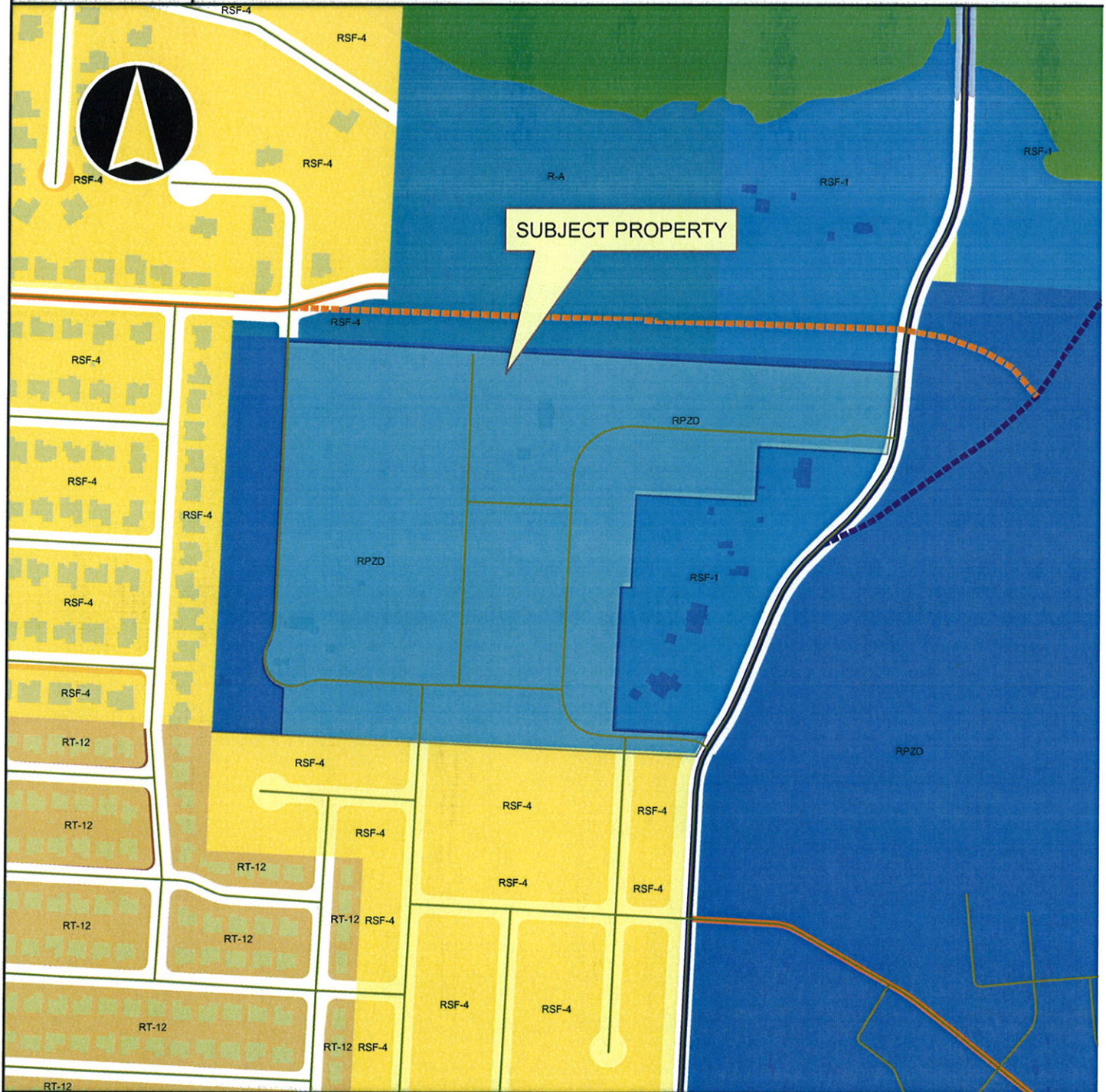
A horizontal scale bar with a black background and white markings. The markings are labeled '0', '0.25', '0.5', and '1' from left to right. The word 'Miles' is written in black text at the far right end of the bar.



RPZD09-3439

# OAKBROOKE PHASE III

Future Land Use



Overview

0 150 300 600 900 1,200 Feet

City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items OnlyJeremy Pate  
Submitted By

Division

Development Services  
Department

## Action Required:

Approval of an ordinance to reduce compensation for the Planning Commission for 2010

N/A

Cost of this request

\$

-

Category / Project Budget

Program Category / Project Name

N/A

Account Number

\$

-

Funds Used to Date

Program / Project Category Name

N/A

Project Number

\$

-

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

11-25-09

Date

Previous Ordinance or Resolution #

City Attorney

11-30-09

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

11-30-2009

Date

Received in City  
Clerk's Office

King

Chief of Staff

12-1-09

Date

Received in  
Mayor's Office

Mayor

12/1/09

Date

Comments:



City Council Meeting Date:  
December 15, 2009

## City Council Agenda Memo

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**To:** Mayor and City Council

**Thru:** Don Marr, Chief of Staff for Mayor Jordan

**From:** Jeremy Pate, Development Services Director 

**Date:** November 25, 2009

**Subject:** Planning Commission Compensation - 2010

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### **BACKGROUND**

Fayetteville's Planning Commission is a volunteer committee appointed by the City Council, and as indicated in Arkansas law, is the board that reviews development proposals for compliance with city ordinances and the adopted future land use plan. The Planning Commission's purpose is to prepare and administer planning regulations, advise and counsel the City Council and make recommendations on land use applications such as rezonings, annexation and planned zoning districts. It has historically been an unpaid position. During the most recent development growth period, the Planning Commission was considering approximately 300 land use and development applications per year, with meetings often stretching far into the evening. In 2006 the City Council adopted Ordinance No. 4892, which established a \$375 per month compensation for the services of the Planning Commissioner during his or her term. In the past year, however, the Planning Commission has seen a considerable reduction in development applications, particularly. It is estimated that by the end of 2009, approximately 200 items will have been considered.

The City Council recently adopted the operational budget for 2010. In it, several cuts were proposed in an effort to reduce expenditures relative to revenue. One of the cuts recommended for 2010 was to remove the Planning Commission compensation for 2010, which would save approximately \$43,596. In order to do so, the City Council must amend the City Code by ordinance.

### **33.108 Compensation**

The members of the Planning Commission shall receive \$375.00 per month during their service on the Planning Commission.

**RECOMMENDATION**

Approval of an ordinance removing compensation for the Planning Commission in 2010.

**BUDGET IMPACT**

Reduction of the Planning Commission compensation is consistent with the adopted budget for 2010. Savings to the General Fund is estimated at \$43,596.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND SECTION 33.108 OF THE  
FAYETTEVILLE CODE TO PROVIDE THAT PLANNING  
COMMISSIONERS SERVE WITHOUT COMPENSATION**

**WHEREAS**, the City Council, by Ordinance No. 4892, provided that members of the Planning Commission should receive \$375.00 per month during their period of service; and

**WHEREAS**, the number of matters to be decided by the Planning Commission has declined, particularly due to a significant reduction in development applications; and

**WHEREAS**, the City Council has recently adopted an operational budget for the year 2010 which provides for spending cuts due to a reduction in anticipated revenues; and

**WHEREAS**, the removal of compensation for members of the Planning Commission would save the City approximately \$43,596.00 per year.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Section 33.108 of the Fayetteville Code so that, after amendment, it shall read as follows:

**“33.108 Compensation**

The members of the Planning Commission shall serve without compensation”.

**PASSED and APPROVED** this 15<sup>th</sup> day of Decemeber, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

## ARTICLE VII PLANNING COMMISSION

### 33.105 Establishment

There is hereby created a city Planning Commission.

(Code 1965, §2-80; Ord. No. 956, 9-12-49)

**State law reference(s)**--Municipal planning commissions generally, A.C.A., §15-56-401 et seq.

### 33.106 Composition

The Planning Commission ("commission") shall consist of nine members, all of who shall be citizens of Fayetteville, and at least two-thirds of whom shall not hold any municipal office or appointment. No two members of the commission ("commissioners") shall be related by blood or marriage in the third degree, nor shall any two commissioners have direct financial involvement. All commissioners must disclose annually all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect, or be affected by, decisions of the commission. All commissioners shall have a demonstrated interest, experience, or expertise in land use planning.

(Code 1965, §2-81; Ord. No. 956, 9-12-49; Ord. No. 3872, §1, 2-21-95; Code 1991, §33.106)

**State law reference(s)**--Appointment of members, A.C.A. §14-56-405.

### 33.107 Terms Of Members

Each commissioner, unless appointed to fill an unexpired term, shall be appointed to serve a term of three years. Such terms shall be staggered, with three commissioners being appointed each year. All terms shall begin on April 1.

(Code 1965, §2-82; Ord. No. 1126, 3-25-57; Ord. No. 2404, 12-6-77; Ord. No. 3872, §1, 2-21-95; Code 1991, §33.107)

### 33.108 Compensation

The members of the Planning Commission shall receive \$375.00 per month during their service on the Planning Commission.

(Code 1965, §2-83; Ord. No. 956, 9-12-49; Code 1991, §33.108; Ord. No. 4892, 06-20-06)

**State law reference(s)**--Compensation of members, A.C.A. §15-56-409.

### 33.109 Powers And Duties

The Planning Commission shall have such powers and duties as are now or hereafter

prescribed or granted by state statute.

(Code 1965, §2-84; Ord. No. 956, 9-12-49; Code 1991, §33.109)

**State law reference(s)**--Powers and duties of commission, A.C.A. §14-56-412.

### 33.110 Appointment Procedures

When vacancies on the Planning Commission occur because of resignation or term expiration, the city shall follow the following procedure:

- (A) The Rules of Order and Procedure, Fayetteville City Council, Revised and Adopted March 4, 2003, Section H, Citizens committees, as may be amended from time to time, shall be incorporated and made a part hereof as if set forth word for word.
- (B) The application form for appointment to city boards, commissions, and committees, as may be amended from time to time, is herein incorporated and made a part of this ordinance. Applicants shall describe their philosophy and approach to land use planning issues as they impact the City of Fayetteville.
- (C) Applicants shall disclose all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect, or be affected by, decisions of the Planning Commission.

(Ord. No. 3872, §2, 2-21-95; Code 1991, §33.110)

**State law reference(s)**--Appointment of members, A.C.A. §14-56-405.

**\*Note**--It should be noted that §3 of Ord. No. 3872, adopted Feb. 21, 1995, provides as follows:

### 33.111 Attendance Requirement For Members Of The Parks And Recreation Advisory Board And Planning Commission

By a vote of two-thirds of the City Council, any Planning Commissioner may be removed from office for cause. Cause shall include, but not be limited to, the following:

- (A) Any member of the Parks and Recreation Advisory Board or the Planning Commission who fails to attend at least 70% of all meetings (regularly scheduled and specially called) within the member's yearly periods of service shall immediately tender his or her letter of resignation and that position shall be deemed vacant.



## City of Fayetteville Staff Review Form

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 ADM 09-3449 (Title XV  
 Development Review)  
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City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
 Agenda Items Only

Andrew Garner  
 Submitted By

Planning  
 Division

Development Services  
 Department

## Action Required:

ADM 09-3449: (DEVELOPMENT REVIEW UDC AMENDMENTS): Submitted by City Planning Staff. The request is to amend several chapters of the Unified Development Code (UDC) to clarify the City's review process and required public infrastructure improvements for development. These UDC changes would also establish the approval, appeal, and public review process for development that may be approved administratively.

|                                        |                                                     |                                 |
|----------------------------------------|-----------------------------------------------------|---------------------------------|
| _____                                  | \$ _____                                            | _____                           |
| 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 <input type="checkbox"/> | Budget Adjustment Attached <input type="checkbox"/> |                                 |

|                                        |            |                                          |
|----------------------------------------|------------|------------------------------------------|
| _____                                  | 11-25-2009 | Previous Ordinance or Resolution # _____ |
| Department Director                    | Date       |                                          |
| _____                                  | Nov 25, 09 | Original Contract Date: _____            |
| City Attorney                          | Date       | Original Contract Number: _____          |
| _____                                  | 11-30-2009 |                                          |
| Finance and Internal Services Director | Date       |                                          |
| _____                                  | 11-30-09   |                                          |
| Chief of Staff                         | Date       |                                          |
| _____                                  | 11/30/09   |                                          |
| Mayor                                  | Date       |                                          |

Received in City Clerk's Office ENTERED 11-25-09 Kim G.

Received in Mayor's Office ENTERED 11/30/09 [Signature]

Comments:



City Council Meeting Date:  
**December 15, 2009**

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**City Council Agenda Memo**

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**To:** Mayor and City Council

**Thru:** Jeremy Pate, Development Services Director 

**From:** Andrew Garner, Senior Planner

**Date:** November 24, 2009

**Subject:** Development Review UDC Amendments (ADM 09-3349)

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**BACKGROUND & PROPOSAL**

Development Review Process. City Planning Staff, Planning Commissioners and some Council members over the past few years have noted that certain sections of the UDC are confusing and inconsistent regarding the review process and public infrastructure requirements for development. In an effort to provide consistency and predictability in the development review process staff has proposed substantial changes and re-organization of the UDC in the past year, as development has slowed to a level that allows the research and time to re-write the codes. This particular proposal concentrates mainly on Chapter 166 Development. These changes are intended to more clearly indicate the process for getting various development types approved, and the required public infrastructure for each type of development application.

Administrative Approval. Staff also proposes to define the approval, appeal, and public review process for development that may be approved administratively. These changes are in anticipation of new commercial and form-based zoning codes that would permit certain types of large developments to be approved administratively. Staff also proposes to permit additional applications to be approved administratively, such as lot splits and final plats, when all UDC requirements are met. The latter proposal is an attempt to reduce the time and cost for applicants and the city in notifying, publishing agendas, staff reports, etc. for development items that meet code and are required to be approved by law. These code amendments are also meant to accomplish the goals adopted by the City Council in City Plan 2025 and most recently discussed this year as a primary goal than came out of the Fayetteville Forward Economic Development Summit.

The proposal is to amend several chapters of the UDC regarding the development review process, required infrastructure improvements, and administrative approval as summarized below and attached in full to this staff report:

| UDC | Subject     | Proposed Changes                            |
|-----|-------------|---------------------------------------------|
| 151 | Definitions | Changed wording on Large Scale Development. |

|                                 |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 153.08                          | Enforcement                              | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                                                                           |
| 155.06                          | Appeals                                  | Established a process for applicants and the public to appeal a decision regarding administrative approval to the Planning Commission.                                                                                                                                                                                                                                                                                                            |
| 156.02;<br>156.03               | Variances                                | Moved parking and bicycle rack variances from zoning to development, hereby placing these variances under the purview of the Planning Commission rather than the Board of Adjustment. Changed UDC reference to parkland dedication to reflect the new UDC chapter numbers.                                                                                                                                                                        |
| 157.02;<br>157.11               | Notification                             | Added notification requirements for large projects that will be able to be approved administratively after the adoption of new commercial and form-based zoning districts; eliminated notification requirements for smaller items such as lots splits that will now be able to be approved administratively.                                                                                                                                      |
| 158.01;<br>158.05;<br>158.06    | Bonds and<br>Guarantees                  | Added requirements that large projects that will be able to be approved administratively will be required to bond or guarantee public improvements.                                                                                                                                                                                                                                                                                               |
| 159.01                          | Fees                                     | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                                                                           |
| 164.13                          | Supplementary<br>District<br>Regulations | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                                                                           |
| 166.01-<br>166.07<br><br>166.08 | Development                              | Clarified different development categories; explained the development review process from submittal to completion; listed what projects require Subdivision/Planning Commission approval and those that may be approved administratively; combined public infrastructure requirements from different sections into one section of the UDC for clarity and to eliminate redundancy and confusion.<br>Clarified how to measure curb cut separation. |
| 171.03                          | Streets and<br>Sidewalks                 | Removed discussion on street improvements that is now incorporated into ch. 166; re-numbered the remaining subsections.                                                                                                                                                                                                                                                                                                                           |
| 172.09;<br>172.11               | Parking                                  | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                                                                           |

The ordinance amendments are highlighted and attached to the staff report.

### **RECOMMENDATION**

Staff recommends approval of the proposed amendments to Chapters of the UDC as listed above. This item was heard at the November 9<sup>th</sup> and 23<sup>rd</sup> Planning Commission meeting and forwarded to the City Council with a unanimous recommendation for approval (6-0-0).

**BUDGET IMPACT** : None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE TO PROVIDE MORE CLARITY, CONSISTENCY AND PREDICTABILITY IN THE DEVELOPMENT REVIEW CODES AND TO ESTABLISH THE FRAMEWORK FOR ADMINISTRATIVE APPROVAL FOR CERTAIN PROJECT TYPES.

**WHEREAS**, the City of Fayetteville recognizes that the Unified Development Code should be revised to provide a more clear and predictable development review process that is easily understood by the general public; and

**WHEREAS**, the City of Fayetteville recognizes that the Unified Development Code should be revised to eliminate unnecessarily repetitive information that is more appropriately included in other chapters; and

**WHEREAS**, the adopted land use plan for the City of Fayetteville, City Plan 2025, has a defined objective to allow as-of-right development or administrative approval in an effort to permit and encourage the type of growth and development the community desires; and

**WHEREAS**, the City of Fayetteville recognizes that the Unified Development Code should be revised in order to set up the framework for the approval, appeal, and public review process for development that may be approved administratively; and

**WHEREAS**, some existing development applications that meet code requirements are required to be approved by law and public hearings for such applications are not an efficient use of time and resources for applicants or the City.

**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 the first sentence of the definition of Large-scale development in §151 *Definitions* of the Unified Development Code and enacts a replacement sentence as follows:

“The development of a lot or parcel one acre or greater in size:”

**Section 2.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §153.08(D)(2) to remove reference to “§166.01” and replace it with “§166”.

**Section 3.** That the City Council of the City of Fayetteville, Arkansas hereby repeals the §155.04 *Alderman Appeal on Behalf of Resident* of the Unified Development Code and enacts a replacement §155.04 as follows:

“§155.04 *Alderman Appeal on Behalf of Resident*

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.”

**Section 4.** That the City Council of the City of Fayetteville, Arkansas hereby repeals §155.06(C) *Appeals to the Planning Commission* and enacts a replacement §155.06(C) as follows:

“See Exhibit “A” attached hereto and made a part hereof.”

**Section 5.** That the City Council of the City of Fayetteville, Arkansas hereby repeals the first two sentences of §156.02(B) *Consideration by the Planning Commission* of the Unified Development Code and enacts replacement sentences as follows:

“(B) *Consideration by the Planning Commission.* Applications for variances of the following shall be considered by the Planning Commission.”

**Section 6.** That the City Council of the City of Fayetteville, Arkansas hereby repeals §156.02 (B)(3) and §156.02 (B)(4) and renumbers the remaining two subsections accordingly.

**Section 7.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §156.03 *Development* to repeal subsections §156.03(A)(3) and §156.03(A)(4).

**Section 8.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §156.03(B) *Consideration by the City Council – Park land dedication* to remove reference to “§166.03(K)” and replace it with “§166.04(B).”

**Section 9.** That the City Council of the City of Fayetteville, Arkansas hereby repeals §156.03(C)(4) *Major development – park land dedication* and enacts a replacement §156.03(C)(4) as follows:

“See Exhibit “B” attached hereto and made a part hereof.”

**Section 10.** That the City Council of the City of Fayetteville, Arkansas hereby adopts §156.03(C)(8) of the Unified Development Code as follows:

“§156.03(C)(8) *Bicycle rack variance.* The Planning Commission may modify the design standards or the requirement for a bicycle rack.”

**Section 11.** That the City Council of the City of Fayetteville, Arkansas hereby repeals the first sentence of the §157.02(B) *Applicability* of the Unified Development Code and enacts a replacement sentence as follows:



“§157.02(B) *Applicability*: Development applications include, for the purpose of notification, preliminary plats, concurrent plats, and large scale developments.”

**Section 12.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §157 Notification and Public Hearing by adopting §157.11 as follows:

“See Exhibit “C” attached hereto and made a part hereof.”

**Section 13.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §158.01(A)(4) *Sidewalks* to remove reference to “§166.03(E)” and replace it with “§166.04”.

**Section 14.** That the City Council of the City of Fayetteville, Arkansas hereby repeals the first two sentences of §158.01(B) *Large Scale Developments* of the Unified Development Code and enacts replacement sentences as follows:

“§158.01 (B) *Large Scale Developments and Large Site Improvement Plans*. The Planning Commission may approve an office, residential, commercial, or industrial Large Scale Development plan and the Planning Division may administratively approve a Large Site Improvement Plan prior to the installation of the required improvements; however, no building permits may be issued until one of the following has occurred:”

**Section 15.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §158.05(A) *Off-Site Improvements/Delays* to remove reference to “§166.07” and replace it with “§166.04”.

**Section 16.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §164.13 *Non Residential Uses In R Districts* to remove reference to “§166.05 or 166.06” and replace it with “§166”.

**Section 17.** That the City Council of the City of Fayetteville, Arkansas hereby repeals §166.01-166.05 and enacts replacement subsections as follows:

“See Exhibit “D” attached hereto and made a part hereof.”

**Section 18.** That the City Council of City of Fayetteville Arkansas hereby repeals subsection §166.08(F)(1) *Curb Cut Minimum Distance from Intersection* and enacts a replacement §166.08(F)(1) as follows:

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

**Section 19.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §166.08(F)(1)(a), (b) and (c), to remove reference to “centerline of.”

**Section 20.** That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection §166.07 *Required Off-site Improvements* and reserves the section for future use.

**Section 21.** That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection §171.03 *Street Improvements* and reserves this section for future use.

**Section 22.** That the City Council of the City of Fayetteville, Arkansas hereby amends Unified Development Code §172.09 (A) Off-Street Loading to remove reference to “§166.05 and 166.06” and replace it with “§166.02”.

**PASSED** and **APPROVED** this the \_\_\_\_ day of \_\_\_\_, 2010.

APPROVED:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

ATTEST:

By: \_\_\_\_\_  
**SONDRA SMITH**, City Clerk

## EXHIBIT "A"

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### §155.06 (C) *Appeals to the Planning Commission.*

#### (1) Required dedications and improvements.

- (a) An owner or developer who is aggrieved by the requirements of the Unified Development Code for land, right-of-way or easement dedications, construction of on-site or off-site improvements, or payments in lieu of any dedication or improvement, which are in excess of the "rough proportionality" of the impact of the development upon the city's infrastructure or services may appeal such requirement to the Planning Commission as a part of the submission of the preliminary plat, large scale development, subdivision, building permit, lot split, development permit, or otherwise within 10 days of notification of such development requirements. The appeal must be presented to the Planning Division in writing and state the grounds, or reasons for the appeal.
- (b) The Planning Commission shall determine after public hearing whether the required dedications and improvements meet the "rough proportionality" of the impact of the development on city infrastructure and services. If the requirements are in excess of the "rough proportionality," the Planning Commission is empowered to modify or reduce such requirements to achieve "rough proportionality."

#### (2) Administrative Approvals.

- (a) A resident of the city or an owner/developer who is aggrieved by a decision of the Zoning and Development Administrator regarding development matters that are approved administratively, as required by Chapter 166.02 (C) may appeal the decision to the Planning Commission. The appeal shall be submitted in writing to the Planning Division within 10 days of the final decision. The appeal shall be limited to the applicable approval or denial criteria as follows:
  - (i) The development plan is not submitted in accordance with the requirements of Chapter 166 of the Fayetteville Unified Development Code.
  - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
  - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by Chapter 166 of the Fayetteville Unified Development Code.
  - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
  - (v) City water and sewer is not readily available to the property within the large scale development or preliminary plat and the developer has made no provision for extending such service to the development.
  - (vi) The developer refused to comply with UDC Ch. 166 pertaining to required on-site and off-site improvements.

## **EXHIBIT “A”**

### **ADM 09-3349**

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- (b) The appellant must include in the letter of appeal the specific code section with which the development application does not comply.
- (c) The Planning Commission shall determine after public hearing whether the interpretation or discretionary decision should be upheld or modified in part or in whole.

## EXHIBIT "B"

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### §156.03(C)

#### (4) *Parking variances.*

- (a) *Number of spaces.* The Planning Commission shall have the authority to vary the number of off-street parking spaces required in the Downtown Core, Main Street Center and Downtown General Districts.
- (b) *Findings.* The Planning Commission shall make findings indicating:
  - (i) *Parking generated.* That the proposed use will not generate as much parking as required under the existing standard.
  - (ii) *Shared parking.* That shared parking facilities are available; or
  - (iii) *On-street parking.* That on-street parking can satisfy intermittent and occasional demands.
- (c) *Conditions.* All variances shall meet the conditions listed below:
  - (i) *Downtown Core, Main Street Center, and Downtown General Districts.* Conditions for variances in Downtown Core, Main Street Center, and Downtown General Districts:
    - a. *In lieu fee.* An in lieu fee of \$1,200.00 for each on-site parking space shall be paid to the city. This money shall be held in an interest bearing account and shall be expended for public parking facilities within the district it is collected within 10 years from the date it is collected. If said money has not been so expended within 10 years of the date collected, said money, together with the interest thereon, shall be refunded to the person or entity who made the contribution; or
    - b. *Shared parking.* For any parking space which is proposed to be shared under the provision of §172.05(C). The applicant must present a signed agreement with the owner of the property. The agreement shall address the number of spaces required for both properties, the number of spaces available together with a site plan, and any other pertinent information, such as restrictions on sharing for certain days or hours.

## **EXHIBIT “C”**

**ADM 09-3349**

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### **§157.11 Large Site Improvement Plan**

Notification of review for Large Site Improvement Plan application shall occur as follows:

- (A) Public hearing. A public hearing shall not be required.
- (B) Applicability: Notification is required for a Large Site Improvement Plan.
- (C) Notice of Large Site Improvement Plan. The applicant shall provide the following notice:
  - (1) Who gets notice. Notice of the proposed development shall be given to all adjacent landowners.
  - (2) Methods of notice. Notice shall be provided by the following methods, as required by this chapter:
    - (a) Written notice. Written notice shall be provided no later than the date of Technical Plat Review Committee at which the item is considered. Proof of notice shall be provided as required by this chapter.
    - (b) Posted Notice. The applicant shall post notice no later than the date of Technical Plat Review Committee at which the item is considered. Proof of notice shall be provided as required by this chapter.
- (D) Public Review Period. The public review period shall consist of seven (7) days, beginning upon the date the item appears before the Technical Plat Review Committee. The Large Site Improvement Plan application shall not be approved within the Public Review Period in order to allow adequate time for a review and comment.
- (E) Public Notification of Approval. The Planning Division's administrative approval of a Large Site Improvement Plan shall be placed as an informational item on the agenda of the Subdivision Committee or Planning Commission, and constitutes the final decision of the Zoning and Development Administrator regarding the development application.

## EXHIBIT "D"

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### 166.01 Development Categories

- (A) *Property Line Adjustment.* A property line adjustment is a transfer or adjustment of a property line or lines between adjoining property owners which does not create a separate, new lot. A property line adjustment can not dedicate new easements or right-of-way.
- (B) *Subdivision of Land.*
- (1) *Lot Split.* When a property is to be subdivided into two, three or four lots, the application may be processed as a lot split. After the creation of more than four lots from an original parent tract, any subsequent subdivision of the parent or resulting tracts is required to be processed as a preliminary/final plat, or concurrent plat. A lot split may dedicate new easements or right-of-way, and may be combined with an easement plat.
  - (2) *Preliminary Plat.* When a property is to be subdivided into more than four lots, or when a parent or resulting tract has been subdivided three or more times and is proposed to be further subdivided, the application shall be processed as preliminary plat. A preliminary plat establishes the preliminary location of lot lines, streets, and utility infrastructure, and allows for the applicant to request construction plan approval and install required improvements.
  - (3) *Final Plat.* After completion of the required infrastructure (water, sewer, storm drainage, utilities, street improvements, etc.) for a preliminary plat, the subdivider may submit an application for approval of the final plat. The final plat application may not be submitted until the final inspection for the required infrastructure has been scheduled with City Engineering staff.
  - (4) *Concurrent Plat.* A concurrent plat combines the preliminary and final plat into one step. A concurrent plat is permitted when a property is to be subdivided into more than four lots, or when a parent or resulting tract has been subdivided three or more times and is proposed to be further subdivided, and the existing and new parcels do not require construction of new infrastructure.
- (C) *Concept Plan.* When a developer intends to subdivide or develop land within the City or City's planning area boundary he/she may submit a concept plan to obtain feedback and recommendations from City staff and the Planning Commission prior to submitting a fully engineered development plan for review.
- (D) *Large Scale Development.* A Large Scale Development is generally intended for, but not limited to, a non-residential, mixed use, or multi-family development on a site of one acre or greater in size, where subdivision of land is not proposed.
- (1) *Requirement.* The development of the following must be processed in accordance with the requirements for a large scale development:
    - (a) A lot or parcel one acre or greater in size;
    - (b) Facilities emitting odors or handling explosives.
  - (2) *Excluded developments.* The following shall be excluded from the large scale development review process:
    - (a) *Single-family.* A single-family residence, an addition to a single-family residence, or an accessory

## EXHIBIT "D"

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structure for a single-family residence;

(b) *Additions.* An addition to an existing structure if the addition will not:

(i) Exceed 10,000 square feet; or

(ii) Require more than 25 additional parking spaces under the provisions of Chapter 172, Parking and Loading; or

(iii) Require a change in existing ingress or egress.

(c) *Additional structure.* An additional structure when erected as part of an existing development, subject to the limitations of (D)(2) above.

(d) *Prefabricated accessory buildings.* A prefabricated, movable accessory building.

(e) A development on a lot or parcel in a zoning district subject to administrative approval.

(3) *Modifications.*

(a) *Minor modifications.* The Zoning and Development Administrator may authorize minor modifications in an approved large scale development or subdivision of land. Minor modifications shall include, but not be limited to, substitutions of one approved structural type for another, minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased, and minor shifts in property line locations.

(b) *Major modifications.* In the event that a developer wishes to make major modifications to an approved development, such modifications shall be submitted to the Subdivision Committee or Planning Commission in a form which compares the approved submission with the desired changes. After submission, the Subdivision Committee shall approve or disapprove the requested modifications.

(E) *Large Site Improvement Plan.* A Large Site Improvement Plan review is intended for a Large Scale Development that is located on a site within a zoning district that permits administrative approval. A Large Site Improvement Plan is subject to the Requirements and Excluded Developments for a Large Scale Development listed in Fayetteville Unified Development Code 166.01 (D). A Large Site Improvement Plan is subject to the Modification requirements of a Small Site Improvement Plan listed in Fayetteville Unified Development Code 166.01 (F).

(F) *Small Site Improvement Plan.* A Small Site Improvement Plan review is intended for a non-residential, mixed use, or multi-family development on a site that is less than one acre in size.

(1) *Requirement.* The development of the following must be processed in accordance with the requirements for a Small Site Improvement Plan:

(a) A development that is excluded from large scale development review and requires review by multiple City divisions;

(b) The construction of more than one single family residence on one lot within any zoning district other than a single-family zoning district.



## EXHIBIT "D"

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(2) *Excluded developments.*

(a) The construction of one single-family residence, an addition to a single-family residence, or an accessory structure for a single-family residence shall be exempt from the site improvement plan requirements.

(b) A development that requires review by a single City division.

(3) *Modifications.*

(a) *Minor modifications.* The Zoning and Development Administrator may authorize minor modifications to an approved Small Site Improvement Plan. Minor modifications shall include, but not be limited to, substitutions of one approved structural type for another or minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased.

(b) *Major modifications.* In the event that a developer wishes to make a major modification to an approved Small Site Improvement Plan, such modifications shall be submitted to the Technical Plat Review Committee, in a form which compares the approved submission with the desired changes. After the requests made by the Technical Plat Review Committee have been satisfied, the Zoning and Development Administrator may approve the requested modification.

### 166.02 Development Review Process

(A) *Application Submittal*

(1) *Submittal.* All development applications shall be submitted to the Planning Division and will be processed for review in accordance with Planning Division operating procedures.

(B) *Public Meetings.* Development applications are required to be processed through the Technical Plat Review Committee, Subdivision Committee, and Planning Commission as follows:

(1) *Technical Plat Review Committee.* The following development applications are required to be reviewed by the Technical Plat Review Committee: Lot Split, Small Site Improvement Plans, Large Site Improvement Plans, Large Scale Development, Planned Zoning District, Preliminary Plat, Final Plat, and Concurrent Plat. After the Technical Plat Review Committee meeting staff may administratively approve Lot Splits, Final Plats, Small Site Improvement Plans, and Large Site Improvement Plans after review for compliance with all applicable codes subject to UDC 166.02(C).

(2) *Subdivision Committee.* The following development applications are required to be reviewed by the Subdivision Committee: Large Scale Development, Planned Zoning District with Development, Preliminary Plat, and Concurrent Plat. From these applications, the Subdivision Committee may approve only Large Scale Developments.

(3) *Planning Commission.* The following development applications are required to be reviewed by the Planning Commission: Preliminary Plat, Concurrent Plat, and Planned Zoning District with Development. The Planning Commission may approve, deny, table, or approve development applications with conditions. A Planned Zoning District cannot be approved by the Planning

## EXHIBIT "D"

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Commission, but may be forwarded to City Council.

### (C) *Approval and Denial Criteria*

(1) *Administrative Approval.* The following applications shall be approved administratively by the Planning Division as long as the proposal meets all requirements of the Unified Development Code: Property Line Adjustment, Lot Split, Final Plat, Small Site Improvement Plan, and Large Site Improvement Plan. Approval by the Planning Commission for these applications is not required unless an appeal is filed in accordance with Ch. 156 of the UDC.

(a) *Reasons for denial.* The Planning Division may refuse administrative approval based on the following criteria:

(i) *Property Line Adjustment; Lot Split.* The application does not comply with zoning and development requirements including, but not limited to: lot width, lot area, setback requirements, buildable area, required parking, impervious surface, dedication of required right-of-way or easements, etc., or the requested action would make an existing non-conforming property or structure more non-conforming.

(ii) *Final Plat.* The conditions of approval of the preliminary plat have not been met, the proposed plat does not meet the zoning and development requirements of the UDC, and/or the required improvements have not been completed or guaranteed in accordance with Fayetteville Unified Development Code Chapter 158.

(iii) *Small or Large Site Improvement Plans.* The Planning Division may refuse to approve a Small or Large Site Improvement Plan for any of the following reasons:

1. The development plan is not submitted in accordance with the requirements of this chapter.
2. The proposed development would violate a city ordinance, a state statute, or a federal statute.
3. The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
4. The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factor such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
5. City water and sewer is not readily available to the property within the site improvement plat area and the developer has made no provision for extending such service to the development.
6. The developer refused to comply with ordinance requirements or condition of approval for on-site and off-site improvements.

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- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large Scale Development, Preliminary Plat and Concurrent Plat.
- (a) *Reasons for denial.* The Subdivision Committee or Planning Commission may refuse to approve a Large Scale Development, Preliminary Plat or Concurrent Plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
  - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
  - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
  - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
  - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
  - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- 1. Street plans, profiles and specification accompanied by soil analyses and design calculations;
  - 2. Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
  - 3. Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.

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4. Final site plans, landscape plans, and other plans, reports and specifications required by the City to obtain approval.

(b) Once all approvals that are required have been obtained, the applicant may proceed with site preparation and construction in accordance with the permitted plans.

### (E) *Building Permits*

(1) Before a building permit for a *Large Site Improvement Plan* or Large Scale Development is issued the developer shall:

(a) Obtain approval from the appropriate governing body.

(b) Dedication of right-of-way. Dedicate right-of-way in compliance with the City's Master Street Plan, and in compliance with the requirements for on or off-site improvements.

(c) Dedicate all easements necessary to serve the development as required by the utility providers and the City. This may be completed by easement plat or separate easement document(s), with approval of the Planning Division.

(d) On and off-site improvements. Construct or guarantee required on- and off-site improvements in accordance with UDC chapter 158.

(e) Complete applicable conditions of approval.

(f) Comply with all applicable zoning and development codes.

(F) *Completion of Development/Certificate of Occupancy*. No certificate of occupancy for a Large Scale Development, Large Site Improvement Plan, or Small Site Improvement Plan shall be issued, and no Final Plat or Concurrent Plat shall be signed for recordation until the following have been completed:

(1) The requirements for on and off-site improvements have been completed, and maintenance bonds/guarantees deposited to City specifications.

(2) An "as built" plot plan has been approved by the City Engineer (where applicable) showing:

(a) The location of all buildings and the setback distance for said buildings from street right-of-way and adjoining property lines;

(b) The location of any freestanding signs and the setback distance of said signs from street right-of-way and adjoining property lines;

(c) The location, number, dimensions, and surfacing of all parking spaces and of all screens or fences; and

(d) The location and size of all water, sewer, gas, electric, telephone, and television cable lines.

(3) The development has been inspected and approved by all applicable City divisions.

(4) All applicable conditions of approval have been completed.

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## 166.03 Plat Requirements

(A) *Original plan drawings:* Plans shall be drawn in a legible manner, at a scale which best suits the size of the property being developed or platted. All plans shall be drawn at a standard engineering scale, and submitted in paper and/or digital form, as listed on the application.

(B) *Plat information.* The following information shall be submitted to the Planning Division and/or Planning Commission for review and approval:

### (1) General.

|                                                                                                                     | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Name, address, zoning and property lines of all property owners adjacent to the exterior boundaries of the project. | X                | X          | X               | X                  | X         | X                     | X            |
| Name, address, telephone numbers of owner(s), developer(s) and project representatives                              | X                | X          | X               | X                  | X         | X                     | X            |
| North arrow, scale (graphic and written), date of preparation zoning classification, and proposed use.              | X                | X          | X               | X                  | X         | X                     | X            |

|                                                                                                                                                                      | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Title block located in the lower right hand corner indicating the name and type of project, scale, firm or individual preparing drawing, date and revisions.         | X                | X          | X               | X                  | X         | X                     | X            |
| Provide a complete and accurate legend                                                                                                                               | X                | X          | X               | X                  | X         | X                     | X            |
| A vicinity map of the project with a radius of 1.5 miles from the project. This map shall include any Master Street Plan streets as well as the 100 year flood plain | X                | X          | X               | X                  | X         | X                     | X            |

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|                                                                                             | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| boundary.                                                                                   |                  |            |                 |                    |           |                       |              |
| The location of all existing structures.                                                    | X                | X          | X               | X                  | X         | X                     | X            |
| Site coverage note indicating the percentage of site that is covered by impervious surface. |                  |            |                 |                    |           | X                     |              |

*(2) Legal description.*

|                                                                                                                                                                                | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Written legal descriptions including area in square feet or acres that read clockwise (Note: If the project is contained in more than one tract, the legal for each individual | X                | X          | X               | X                  | X         | X                     |              |

|                                                                                                                                                                                                                                        | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Boundary survey of the property shown on the plat. The surveyor shall seal, sign and date the survey. Each survey plat shall have 2 points described in State Plane Coordinate s, Arkansas, North, North American Datum, 1983 (NAD 83) | X                | X          | X               | X                  | X         | X                     | X            |
| Provide a benchmark, clearly defined with an accuracy of 1/100'. This benchmark must be tied to                                                                                                                                        | X                | X          | X               |                    |           | X                     |              |

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|                                                                                                                        | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| USC & GS Datum. Benchmarks include but are not limited to the following: fire hydrant, manhole, etc.                   |                  |            |                 |                    |           |                       |              |
| Point-of-beginning from a permanent well-defined reference point. This P.O.B. shall be clearly labeled on the drawing. | X                | X          | X               | X                  | X         | X                     |              |
| Curve data for any street which forms a project boundary.                                                              | X                | X          | X               | X                  | X         | X                     |              |

(3) Floodplain / floodways / wetlands.

|                                                                                                                        | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Show 100-yr floodplain and/or floodway and based flood elevations. Reference the FIRM panel number and effective date. | X                | X          | X               | X                  | X         | X                     | X            |
| Note regarding wetlands, if applicable. Note if Army Corps of Engineers determination is in progress.                  | X                | X          |                 |                    |           | X                     |              |

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## (4) Topographic information.

|                                                                                                                                                                                                                                                     | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Existing and proposed topographic information with source of the information noted. Show:<br>a. Two foot contour intervals for ground slope between level and ten percent.<br>b. Five foot contour interval for ground slope exceeding ten percent. | X                |            |                 |                    |           | X                     |              |
| Spot elevations at grade breaks along existing road centerlines, gutter lines and top of                                                                                                                                                            | X                |            |                 |                    |           | X                     |              |

|                                                                               | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| curbs or edge of pavement.                                                    |                  |            |                 |                    |           |                       |              |
| Contours of adjacent land within 100 feet of the project shall also be shown. | X                |            |                 |                    |           | X                     |              |

## (5) Tree protection / landscaping.

|                                                                                                       | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Delineate trees to be retained on-site and the measures to be implemented for their protection.       | X                | X          | X               |                    |           | X                     | X            |
| Clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site. | X                | X          | X               |                    |           | X                     |              |
| Show proposed location of all utilities.                                                              | X                | X          | X               |                    |           | X                     |              |



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|                                                                                                                                                                                                                                                                                                                                                           | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |                                                                                                                                                                                                                                                         | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Landscape proposals for parking lots and/or tree replacement requirements shall include proposed plant species and size. Existing and proposed utility lines shall be shown on the plan. State the method for irrigating the plant material on the plan. When an ordinance requires shrubs or other screening material, show the layout of planting beds. | X                | X          | X               |                    |           | X                     |              | structure's locations, types, and condition and note them as "existing" on the plat.                                                                                                                                                                    |                  |            |                 |                    |           |                       |              |
|                                                                                                                                                                                                                                                                                                                                                           |                  |            |                 |                    |           |                       |              | Existing easements shall show the name of the easement holder, purpose of the easement, and the book and page number for the easement. If an easement is blanket or indeterminate in nature, a note to this effect shall be placed on the plat or plan. | X                | X          | X               | X                  | X         | X                     |              |

(6) Utilities – existing.

|                                                                                                                   | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Show on the drawing all known on-site and off-site existing utilities and easements (dimensioned) and provide the | X                | X          | X               | X                  | X         | X                     | X            |

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(7) Utilities – proposed.

|                                                                                                                                                                    | Preliminary<br>Plat | Final Plat | Concurrent<br>Plat | Property Line<br>Adj. | Lot Split | Large-Scale,<br>SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|--------------------|-----------------------|-----------|--------------------------|--------------|
| Show all storm sewer structures, sanitary sewer structures and drainage structures:<br>a. Provide structure locations and types<br>b. Provide pipe types and sizes | X                   | X          |                    |                       | X         | X                        |              |
| Sanitary sewer systems:<br>a. Provide pipe locations, sizes, and types<br>b. Manhole locations of rim and invert elevations.                                       | X                   | X          | X                  | X                     | X         | X                        |              |
| Note the occurrence of any previous water, sewer, or storm sewer overflow problems on-site or in the proximity of the site.                                        | X                   |            |                    |                       | X         | X                        |              |

|                                                                                                                                                                                                                           | Preliminary<br>Plat | Final Plat | Concurrent<br>Plat | Property Line<br>Adj. | Lot Split | Large-Scale,<br>SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|--------------------|-----------------------|-----------|--------------------------|--------------|
| If a septic system is to be utilized, provide a table of acreage and percolation rates.                                                                                                                                   | X                   |            |                    |                       | X         | X                        |              |
| Water systems, on or near the site:<br>a. Provide pipe locations, types, and sizes<br>b. Note the static pressure and flow of the nearest hydrant if requested.<br>c. Show location of proposed fire hydrants and meters. | X                   | X          | X                  | X                     | X         | X                        |              |
| Underground or surface utility transmission lines: (Note: This category includes, but                                                                                                                                     | X                   | X          | X                  |                       |           | X                        |              |

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|                                                                                                                                                                                                                                                                                                                                                                                    | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| is not limited to Telephone, Electrical, Natural Gas, and TV Cable)<br>a. Locations of all related structures (pedestals, poles, etc.)<br>b. Locations of all lines (note whether the line is below or above ground)<br>c. A note shall be placed where streets will be placed under the existing overhead facilities and the approximate change in grade for the proposed street. |                  |            |                 |                    |           |                       |              |

|                                                                                                                                                                                                               | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| State the width, location, and purpose of all proposed easements or rights of way for utilities, drainage, sewers, flood control, ingress/egress or other public purposes within and adjacent to the project. | X                | X          | X               | X                  | X         | X                     | X            |

(8) Streets / right-of-ways / easements.

|                                                                                                                           | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Street right-of-way lines clearly labeled. The drawing shall depict any future R.O.W. needs as determined by the AHTD and | X                | X          | X               | X                  | X         | X                     | X            |

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|                                                                                                                                                                                                                                                                                                        | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Master Street Plan. Future R.O.W. as well as existing R.O.W. and center lines should be shown and dimensioned.                                                                                                                                                                                         |                  |            |                 |                    |           |                       |              |
| The location, widths, grades, and names of all existing and proposed streets (avoid using first names of people for new streets), alleys, paths, and other rights-of-way, whether public or private, within and adjacent to the project; private easements within and adjacent to the project; and the | X                | X          | X               | X                  | X         | X                     | X            |

|  | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
|  |                  |            |                 |                    |           |                       |              |

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|                                                                                                                                                                                                                                                                                                                                                              | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| A layout of adjoining property (within 300') in sufficient detail to show the effect of proposed and existing streets (including those on the master street plan), adjoining lots, and off-site easements. This information can be obtained from the Master Street Plan, Aerial Photos, and the City Plat Pages located in the Planning Office if requested. | X                | X          | X               |                    |           | X                     | X            |
| The location of all existing and proposed street lights (At every                                                                                                                                                                                                                                                                                            | X                | X          | X               |                    |           | X                     |              |

|                                                                                       | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| intersection , cul-de-sac & every 300' and associated easements to serve each light.) |                  |            |                 |                    |           |                       |              |

(9) Subdivision of land.

|                                                                                                                                                                                                                                                                                            | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept lat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|-------------|
| The lot layout, the dimensions of each lot, number of each lot, total area in square footage or acreage to the nearest one-hundredth (1/100th) acre of each lot, and the approximate finish grade where pads are proposed for building sites. Lots shall be numbered consecutively for all | X                | X          | X               | X                  | X         |                       | X           |

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|                                                                  |   |   |  |  |  |   |   |
|------------------------------------------------------------------|---|---|--|--|--|---|---|
| phases. The total number of lots shall be indicated on the plat. |   |   |  |  |  |   |   |
| For phased development, a plat showing all phases is required.   | X | X |  |  |  | X | X |

(10) Site specific information.

|                                                                                                                                                        | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Provide a note of any known existing erosion problems on-site or within 300' downstream of the property.                                               | X                |            |                 |                    |           | X                     |              |
| The location of known existing or abandoned water wells, sumps, cesspools, springs, water impoundments, and underground structures within the project. | X                | X          | X               | X                  | X         | X                     |              |

|                                                                                                                                                                                                                                            | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| The location of known existing or proposed ground leases or access agreements, if known. (e.g. shared parking lots, drives, areas of land that will be leased)                                                                             | X                | X          | X               | X                  | X         | X                     |              |
| The location of all known potentially dangerous areas, including areas subject to flooding, slope stability, settlement, excessive noise, previously filled areas and the means of mitigating the hazards (abatement wall, signage, etc.). | X                |            |                 |                    |           | X                     |              |
| The boundaries, acreage, and the use of existing and proposed                                                                                                                                                                              | X                | X          |                 |                    |           | X                     | X            |

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|                                                                                                                                               | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| public areas in and adjacent to the project. If land is to be offered for dedication for park and recreation purposes it shall be designated. |                  |            |                 |                    |           |                       |              |
| For residential development , indicate the use and list in a table the number of units and bedrooms.                                          |                  |            |                 |                    |           | X                     |              |
| For non-residential development , indicate the gross floor area, and if for multiple uses, the floor area devoted to each type of use.        |                  |            |                 |                    |           | X                     |              |
| The location and size of existing and proposed signs, if any.                                                                                 | X                | X          | X               | X                  | X         | X                     |              |
| The location and number of bike racks provided and                                                                                            |                  |            |                 |                    |           | X                     |              |

|                                                                                                                                                                                                                | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Location, size, surfacing, landscaping, and arrangement of parking and loading areas. Indicate pattern of traffic flow; include a table showing required, provided, and handicapped accessible parking spaces. |                  |            |                 |                    |           | X                     |              |
| Location and width of curb cuts and driveways. Dimension all driveways and curb cuts from side property line and surrounding intersections.                                                                    |                  |            |                 |                    |           | X                     |              |
| Location of buffer strips, fences or screen walls, where required                                                                                                                                              | X                | X          |                 |                    |           | X                     |              |

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|                                                                                                                      | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|----------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| (check Unified Development Code for specific requirements).                                                          |                  |            |                 |                    |           |                       |              |
| Indicate location and type of garbage service. Dimension turnaround area at dumpster location.                       | X                |            |                 |                    |           | X                     |              |
| A description of commonly held areas, if applicable.                                                                 | X                | X          |                 |                    |           | X                     |              |
| A written description of requested waivers or variances from any city requirement.                                   | X                | X          | X               | X                  | X         | X                     |              |
| Show required building setbacks. Provide a note on the plat of the current setback requirements for the subdivision. | X                | X          | X               | X                  | X         | X                     | X            |

|                                                                                               | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Preliminary grading and drainage plans and reports as required in the City Engineer's Office. | X                |            |                 |                    | X         | X                     |              |

(11) Other requirements.

|                                                                                                                                                     | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Any other data or reports as deemed necessary for project review by the Zoning and Development Administrator, City Engineer or Planning Commission. | X                | X          | X               | X                  | X         | X                     | X            |
| Signature block to certify approval of streets, drainage and utility easements.                                                                     |                  | X          | X               |                    |           |                       |              |
| Signature                                                                                                                                           |                  | X          | X               |                    |           |                       |              |



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|---------------------------------------------------------------------|--|---|---|---|---|--|--|
| block to certify approval of water and sewer system.                |  |   |   |   |   |  |  |
| Signature block to certify approval of building setback dimensions. |  | X | X |   |   |  |  |
| Signature block certifying approval for recording.                  |  | X | X | X | X |  |  |

|                                                 |  |   |   |   |  |  |  |
|-------------------------------------------------|--|---|---|---|--|--|--|
| Signature block certifying survey and accuracy. |  | X | X | X |  |  |  |
|-------------------------------------------------|--|---|---|---|--|--|--|

(12) Easement plat.

|                                                                               | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concurrent Plat |
|-------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|-----------------|
| Signature block certifying approval of park land dedication or money in lieu. |                  | X          | X               |                    |           |                       |                 |
| Signature block certifying approval of utility easements                      |                  | X          | X               |                    |           |                       |                 |
| Signature block certifying ownership, title and dedication                    |                  | X          | X               | X                  |           |                       |                 |

|                                                                                                                                                                                                                                                              | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concurrent Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|-----------------|
| Prior to the issuance of a building permit for a large scale development, site improvement plan or planned zoning district an easement plat shall be filed of record in the office of the circuit clerk dedicating all required easements and rights-of-way. |                  |            |                 |                    |           | X                     |                 |

*\*All plats should meet or exceed the most current State of Arkansas Standards of Practice for Property Boundary Surveys and Plats.*

*\*\*SIP = Large or Small Site Improvement Plan*

*\*\*\*PZD = Planned Zoning District*

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(C) *Signatures required.* The final plat or concurrent plat may be signed by any officer of the Planning Commission.

(D) *Number of plats.* The Planning Division may require additional copies of plats if the amount required by this chapter is not sufficient for distribution to the various committee members.

(Code 1965, App. C., Art. II, §§ F--H; Ord. No. 2581, 12-4-79; Code 1991, §§ 159.16--159.18; Ord. No. 4100, § 2 (Ex. A), 6-16-98)

### 166.04 Required Infrastructure Improvements – Development in City Limits

(A) *Generally.* Required of developer.

- (1) *On and off-site improvements.* On-site improvements are adjacent to or within a project site; such as widening the street along the project street frontage, constructing interior streets and utilities, etc. Off-site improvements are not adjacent to a project; such as the extension of an off-site sewer line to the property boundary, off-site storm drainage improvements, or an off-site intersection improvement, etc.
- (2) *Standards applicable.* Any required on or off-site improvements in the city and within one mile of the city limits shall be installed according to the city's standards; provided on or off-site improvements to roads located outside one mile of the city limits shall be installed to the county's standards. The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the development.
- (3) *Required Infrastructure Improvements.* On and off-site improvements that are roughly proportional and bear a rational nexus to the impact of the development are required for all development within the City of Fayetteville. The developer shall be required to install on and off-site improvements where the need for such improvements is created in whole or in part by the proposed development.
- (4) *Planning Commission and Planning Division.* At the time the Planning Commission or Planning Division (where applicable for administrative approval) grants development approval, the Planning Commission or Planning Division shall determine whether the proposed development creates a need for off-site improvements and the portion of the cost of any needed off-site improvements which the developer shall be required to bear; provided, that portion of the cost of off-site improvements to roads located outside the city's corporate limits but within the city's planning area shall be determined by the county. In determining that portion of the cost of off-site improvements which the developer shall be required to bear, the Planning Commission or Planning Division (where applicable for administrative approval) shall consider the acreage within the proposed development as a percentage of all the acreage which, when fully developed, will benefit from the off-site improvements; provided, the Planning Commission or Planning Division may use a different method of measurement if it determines that use of the acreage standard will not result in the developer bearing that portion of the cost which bears a rational nexus to the needs created by the development.
- (5) *Determining necessity for off-site improvements.*
  - (a) When a proposed development has access to paved streets or roads only by way of substandard or unimproved roads or streets leading from the development to the paved streets or roads, the

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developer shall be responsible for contributing this proportionate share of the cost of improving the substandard access roads or streets to existing city or county standards. The developer's proportionate share of said costs shall be determined by the Planning Commission or Planning Division (where applicable for administrative approval) in accordance with the provisions of 166.04 (A) above.

- (b) When a proposed development has direct access to, or fronts on an existing road or street, which is below current standards, the developer shall be responsible for contributing his/her proportionate share of the cost of improving said street or road to existing city or county standards. The Planning Commission or Planning Division (where applicable for administrative approval) shall determine the developer's proportionate share of said costs in accordance with the provisions of 166.04 (A) above.
- (c) Off-site drainage improvements shall be required whenever a proposed development causes the need for such improvements.
- (6) *Delayed Improvements.* The Planning Commission or Planning Division may determine a required on-site or off-site improvement shall be delayed or payment-in-lieu contributed instead in accordance with Chapter 158 of the UDC. **Cross reference(s)**--Bonds and Guarantees, Ch. 158.
- (7) *Variances.* A variance of off-site improvements may be granted in accordance with Chapter 156 Variances.
- (8) *State highways.* The developer shall be required to dedicate sufficient right-of-way to bring those state highways which the Master Street Plan shows to abut or intersect the proposed subdivision into conformance with the right-of-way requirements of the Master Street Plan. The developer shall be required to install a sidewalk adjacent to that portion of a state highway abutting the proposed development; and provided that the Planning Commission or Engineering Division (where applicable for administrative approval) may waive the sidewalk requirement prescribed by this subsection upon application by the developer and a determination by the Planning Commission or Engineering Division (where applicable for administrative approval) that the topography of the proposed development where it abuts a state highway is such that installation of a sidewalk is not practical. Any other improvements required of the developer by the Planning Commission or Engineering Division (where applicable for administrative approval) shall be coordinated with the Arkansas Highway and Transportation Department.
- (B) *Minimum improvements by application type.* The property owner/developer shall be responsible for constructing the following minimum improvements.
  - (1) *Property Line Adjustment.* No improvements are required unless the action would create or exacerbate a nonconforming infrastructure situation such as cutting off a lot from public water, sewer, or street frontage. In such as case the property line adjustment may not be filed of record until the required infrastructure is first constructed to City specifications, or a variance or waiver is granted by the Planning Commission.
  - (2) *Lot Split.*
    - (a) *Dedication of right-of-way.* Sufficient right-of-way dedication, to bring those streets which the Master Street Plan shows to abut or intersect the property into conformance with the right-of-way requirements of the Master Street Plan for said streets; provided, the Subdivision Committee or

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Planning Commission may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.

- (i) *Dedications.* The City Council accepts all streets and alleys located in Fayetteville that have been previously approved and accepted as dedications by the Fayetteville Planning Commission/Subdivision Committee. The City Council confirms the acceptance of all such streets and alleys dedicated by developers/owners to the city which have been approved by the Fayetteville Planning Commission/Subdivision Committee.
  - (b) *Monuments and lot stakes.* The surveyor shall cause, preserve, and/or replace monuments and/or lot stakes marking the corners of a parcel to be set in accordance with Section 3.2, general procedures, of the Arkansas Minimum Standards for Property Boundary Surveys and Plats.
  - (c) *Water, sewer, or street frontage.* Any lot that is created shall have adequate street frontage or street access that meets the minimum requirements of the zoning code, and access to public water and sewer as required by city and state code. If a lot split would create or exacerbate a nonconforming situation (such as cutting off a lot from public water, sewer, street frontage, or street access), the lot split may not be filed of record until the required easement is dedicated and/or the infrastructure is first constructed to City specifications, or a variance or waiver is granted by the Planning Commission.
  - (d) *Parkland dedication.* Parks fees shall be assessed for each new residential unit that is constructed on the additional lot(s) in accordance with the parkland dedication requirements outlined in Fayetteville Unified Development Code Chapter 166. Said fees shall be paid prior to issuance of a building permit for construction on the new lot.
- (3) *Preliminary/Final/Concurrent Plat; Large Scale Development; Large or Small Site Improvement Plan.*
- (a) Dedication of right-of-way.
    - (i) *On-site.* Sufficient right-of-way dedication, to bring those streets which the Master Street Plan shows to abut or intersect the property and new streets proposed interior to the property, into conformance with the right-of-way requirements of the Master Street Plan for said streets, shall be approved by the Planning Commission or Subdivision Committee; provided, the Planning Commission or Subdivision Committee may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.
      - 1. *Exemption.* Small Site Improvement Plan applications are exempt from this requirement.
    - (ii) *Off-site.* Off-site right-of-way dedication may be required as needed to construct off-site street improvements that are required based on the rough proportionality and rational nexus of the impacts of the project.
    - (iii) *Dedications.* The City Council accepts all streets and alleys located in Fayetteville that have been previously approved and accepted as dedications by the Fayetteville Planning Commission/Subdivision Committee. The City Council confirms the acceptance of all such streets and alleys dedicated by developers/owners to the city which have been approved by the Fayetteville Planning Commission/Subdivision Committee.

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- (b) *Monuments and lot stakes.* The surveyor shall cause, preserve, and/or replace monuments and/or lot stakes marking the corners of a parcel to be set in accordance with Section 3.2, general procedures, of the Arkansas Minimum Standards for Property Boundary Surveys and Plats.
- (c) *Streets.*
  - (i) *On-site.* Widening the street adjacent to the project frontage and construction of all interior streets to meet Master Street Plan standards. Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.
  - (ii) *Off-site.* Street widening and/or new street construction off-site may be required to address traffic impacts based on the rough proportion and rational nexus of the impacts of the project. Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.
- (d) *Curbs and gutters.*
  - (i) *On-site.* Curbs and gutters adjacent to the project frontage according to existing city standards and specifications as adopted by the City Council.
  - (ii) *Off-site.* Curbs and gutters off-site may be required to address drainage and/or traffic impacts based on the rough proportion and rational nexus to impacts of the project. Curbs and gutters according to existing city standards and specifications as adopted by the City Council.
- (e) *Traffic signals.* As determined to be needed based on the rough proportionality and rational nexus of the impacts of the development.
- (f) *Sidewalks.*
  - (i) *On-site.* Sidewalks shall be installed along the property street frontage and along new interior streets according to existing city standards and the Master Street Plan as adopted by the city Council.
  - (ii) *Off-site.* Sidewalks may be required to be installed off-site based on the rough proportionality and rational nexus of the impacts of the development.
- (g) *Streetlights.* Standard 8,000 lumen streetlights (or equal alternative approved by the Planning Division) shall be installed at each intersection or cul-de-sac and along one side of each street or cul-de-sac at intervals of no more than 300 feet; provided, streetlights of higher intensity may be required at intersections with collector streets or arterial streets. Developer are encouraged to utilize high-efficiency (LED or similar) streetlights where possible).
- (h) *Grading and storm drainage system.*
  - (i) The developer shall install storm drainage facilities, including drains, sewers, catch basins, and culverts necessary for the proper drainage of all surface water.
  - (ii) All drainage facilities shall be so designed to serve the entire drainage area.

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- (iii) All surface water drainage shall be transported to existing storm sewers, drainage facilities, or natural drainage ditches approved by the City Engineer.
- (iv) The City Engineer shall approve all drainage features.
- (i) *Culverts and bridges.* Culverts and bridges shall be installed where needed in accordance with existing Arkansas State Highway Department standards and specifications.
- (i) *Water supply.*
  - (i) *Accessible public water supply.* When an approved public water supply is reasonably accessible, the developer shall install a system of water mains and shall connect to such supply so that each lot within the subdivision or development shall be provided with a connection to said public water supply. All connections shall be approved by the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.
  - (ii) *Nonaccessible public water supply.* Where an approved public water supply is not reasonably accessible, any private water supply system proposed by the developer must be approved by the county sanitarian and the City Engineer in order to assure that the private water supply system will provide an adequate supply of potable water to every lot in the subdivision or development. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.
  - (iii) *Fire Hydrants.* Fire hydrants for single-family dwellings and duplexes shall be installed so that the distance between two consecutive fire hydrants does not exceed 800 feet, and no lot is more than 400 feet from a fire hydrant. Fire hydrants for apartment complexes, commercial structures, and industrial structures shall be installed so that the distance between two consecutive fire hydrants does not exceed 600 feet; provided, the fire chief shall have the authority to require additional fire hydrants upon a determination that such additional fire hydrants are necessary to provide adequate fire protection. The fire chief shall develop written criteria to be applied in determining whether additional fire hydrants shall be required.
- (j) *Sanitary sewer system.*
  - (i) *Public sanitary sewer accessible.* Where a public sanitary sewer is reasonably accessible, the developer shall connect with such sewer, and each lot within the subdivision or development shall be provided with a connection thereto. All connections shall be subject to the approval of the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street if possible.
  - (ii) *Public sanitary sewer not accessible.* Where a subdivision, lot split, or other development is proposed to utilize either individual septic systems or an onsite wastewater treatment system the following is required:
    1. *Lot splits resulting in lots less than 1.5 acres.* Prior to the City stamping the lot split document for approval, a letter from the Arkansas Department of Health is required verifying approval of soil tests and that the property could be developed with a septic system.

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2. Prior to the City signing a final or concurrent plat a letter from the Arkansas Department of Health is required indicating approval of the overall plan for the utilization of either onsite wastewater systems or individual septic permits.

Existing septic systems, sewage disposal fields (leach fields), alternate disposal fields required by state law and water wells on-site or off-site within 100 feet shall be shown on all proposed subdivisions, lot splits, and development plans.

3. *Community sewage systems.* The construction of community sewage systems or decentralized sewer systems shall be prohibited within the City unless expressly permitted by resolution of the City Council.
4. Annexation of community sewage systems. Where a community sewage system is annexed into the City, then the following shall apply:
  - a. *Unconstructed systems.* The wastewater system shall be designed such that the entire collection system is a traditional-style gravity sewer system that carries all wastewater flow to centralized treatment facilities and shall meet City standards for design construction. The system must also be designed such that there is one single point of connection from which a future gravity connection can be made to the City sanitary sewer system when the latter becomes available. This connection shall be made at the expense of the owner of the decentralized wastewater system.
  - b. *Constructed systems.* Systems constructed prior to annexation into the City must tie to the City sanitary sewer system when a City sanitary sewer main is constructed within 300 feet of the community sewage system and such main is reasonably available to the community sewage system. This connection shall be made at the expense of the owner of the decentralized wastewater system.

**State law reference(s)**--"Arkansas Sewage Disposal Systems Act," A.C.A. §14-236-101 et seq.

- (k) *Trail linkages/corridor/easements.* The developer may be required to construct a trail linkage or corridor or grant a multi-use trail easement for trails shown on the Master Transportation Plan that abut, intersect, or traverse the project site, if it is determined that the improvements bear a rational nexus and rough proportionality to the needs created by the development.

- (l) *Parkland dedication.*

- (i) *Applicability.* The requirements of this subsection shall apply to residential lot splits, subdivisions, Large Scale Developments, Planned Zoning Districts and Large Site Improvement Plans; provided, said requirements shall not apply to a Lot Split or subdivision which does not create one or more vacant lots on which a structure could be erected under the city's zoning regulations.

- (ii) *Residential development.*

1. *Dedication or fee-in-lieu.* When a proposed residential development does not provide an area or areas for a public park based on the Fayetteville Parks and Recreation Plan, the developer shall be required to make a reasonable dedication of land for public park facilities, or to make a reasonable equivalent contribution in lieu of dedication of land,

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such contribution to be used for the acquisition and development of park land that serves the subdivision or development.

2. *Parks and Recreation Advisory Board.* Prior to the submittal of a Preliminary Plat, Large Scale Development plan, or Large Site Improvement Plan the developer shall submit to the Parks and Recreation Advisory Board a concept plat or plan.
3. *Planning Commission.* The developer and the Parks and Recreation Advisory Board shall make a joint recommendation to the Planning Commission as to the land dedication or contribution in lieu of dedication. In the event that they are unable to agree, the developer and advisory board shall make separate recommendations to the Planning Commission who shall determine the issue.
4. *Decision.* If the developer proposes to dedicate land for a public park after consultation with the Parks and Recreation Advisory Board which the Planning Commission determines is suitable for park purposes, the proposed dedication shall be accepted. Upon consent and consultation with the developer and the Parks and Recreation Advisory Board, a developer may dedicate a portion of the required park land dedication and make a contribution of money in lieu of land dedication for the remaining park land dedication requirement. With consent of the Parks and Recreation Advisory Board, this monetary contribution may be used to develop the park land in the development or elsewhere within the quadrant consistent with the Fayetteville Parks and Recreation Plan.
5. *Approval.* The Planning Commission's decision must be incorporated into the developer's Preliminary Plat, Large Scale Development, or Large Site Improvement Plan prior to plat or plan approval.
6. *Dedication ratios.* Land shall be dedicated at a ratio of .024 acre of land for each single-family dwelling unit and .017 acre of land for each multi-family dwelling unit.
7. *Fee-in-lieu formulas.* A contribution in lieu of land dedication shall be made according to the following formula:

\$960.00 for each single-family unit

\$680.00 for each multi-family unit based upon actual density.

The Parks Department shall review the contribution formula every two (2) years and make recommendations to the City Council following such review.

8. *Dedication in excess.* If a developer wishes to dedicate park land which exceeds the requirement of this subsection, the developer shall make a written request to the Planning Commission who may grant the developer a credit equivalent to said excess. Said credit shall be applied toward the developer's obligation under this subsection for any subsequent development located in the same park quadrant.
- (iii) *Timing of dedication and/or contribution.* All dedications of land must be made before the city signs the final plat, or issuance of building permits for a Large Scale Development or Large Site Improvement Plan. A Final Plat shall not be released for recordation until the deed for a land dedication is received. Deeded land is dedicated public park land and not subject to any right of reversion or refund. A cash contribution in lieu of required land development shall



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be payable before the city signing the Final Plat, or issuance of building permits for a Large Scale Development or Large Site Improvement Plan. With the approval of the Planning Commission a developer may pay such contribution in three equal installments to be paid in full within one year of Final Plat approval. If a developer makes a cash contribution in lieu of land dedication, the developer shall be entitled to a pro rata refund, together with the accrued interest therefrom, in the event actual density is less than the density used as the basis for the developer's contribution; provided, no refund shall be made unless application therefore is made in writing to the Zoning and Development Administrator within one year from the date of Final Plat approval. In the event actual density is more than the density used as the basis for a dedication of land or cash contribution the developer must make an additional land dedication or contribution in lieu of dedication.

- (iv) *Zoning Requirements.* Lots created for the purpose of park land dedication shall not be required to meet the standards for lot size, bulk and area within any zoning district. Lots created for the purpose of park land dedication to serve the residents of the surrounding area shall not be subject to POA/HOA dues or other fees established for maintenance or other purposes within the neighborhood.
- (v) *Fee-in-lieu allocation.* All money received under this subsection shall be deposited in an interest bearing account. Said money together with the interest, shall be expended within three calendar years of the last date of the calendar year in which it was received for the acquisition and development of park land that services the subdivision for which a contribution in lieu of dedication has been made. If said money has not been expended within the three-year period, said money, together with the interest thereon, shall be refunded to the developer who made the contribution.

(C) *Other infrastructure improvements.* Other infrastructure improvements may be required where the need for such improvements is created in whole or in part by the proposed development as determined by the City Engineer.

### **166.05 Required Infrastructure Improvements – Development in Planning Area**

(A) *Required Infrastructure Improvements Outside the City.*

- (1) *Within One Mile of City Limits.* On and off-site improvements for development outside the City Limits and within one mile of the City are the same as for those developments within the City Limits as specified in UDC 166.04, with the exception of the park land dedication requirement, which is not required.
- (2) *Beyond One Mile of City Limits.* On and off-site improvements for development outside one mile of the City limits shall meet Washington County standards.



PC Meeting of November 9, 2009

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: November 2, 2009 *Updated November 12, 2009*

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**ADM 09-3449: (DEVELOPMENT REVIEW UDC AMENDMENTS):** Submitted by City Planning Staff. The request is to amend several chapters of the Unified Development Code (UDC) to clarify the City's review process and required public infrastructure improvements for development. These UDC changes would also establish the approval, appeal, and public review process for development that may be approved administratively. Planner: Andrew Garner

### BACKGROUND AND PROPOSAL

October 26, 2009 Planning Commission. This item was discussed at the October 26, 2009 Planning Commission meeting where staff gave an overall presentation of the proposal. During the meeting the Planning Commission conducted a detailed review and discussion of the new proposed Unified Development Code (UDC) Chapter 166.01-166.03. After the meeting staff attempted to incorporate the changes recommended by the Planning Commission into the proposed code, attached to this report.

Development Review Process. City Planning Staff has noted that certain sections of the UDC are confusing and inconsistent regarding the review process and public infrastructure requirements for development. In an effort to provide consistency and predictability in the development review process staff proposes substantial changes and re-organization of the UDC, mainly Chapter 166 Development. These changes are intended to more clearly indicate the process for getting various development types approved, and the required public infrastructure for each type of development application.

Administrative Approval. Staff proposes to define the approval, appeal, and public review process for development that may be approved administratively. These changes are in anticipation of new commercial and form-based zoning codes that would permit certain types of large developments to be approved administratively. Staff also proposes to permit additional applications to be approved administratively, such as lot splits and final plats, when all UDC requirements are met. The latter proposal is an attempt to reduce the time and cost for applicants and the city in notifying, publishing agendas, staff reports, etc. for development items that meet code and are required to be approved by law.

Overall Proposal. The proposal is to amend several chapters of the UDC regarding the development review process, required infrastructure improvements, and administrative approval as summarized below and attached in full to this staff report:

| UDC                          | Subject                                  | Proposed Changes                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>*151</u>                  | <u>Definitions</u>                       | <u>Changed wording on Large Scale Development.</u>                                                                                                                                                                                                                                                                                                                                               |
| 153.08                       | Enforcement                              | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                          |
| 155.06                       | Appeals                                  | Establish a process for applicants and the public to appeal a decision regarding administrative approval to the Planning Commission.                                                                                                                                                                                                                                                             |
| 156.02;<br>156.03            | Variances                                | Moved parking and bicycle rack variances from zoning to development, hereby placing these variances under the purview of the Planning Commission rather than the Board of Adjustment. Changed UDC reference to parkland dedication to reflect the new UDC chapter numbers.                                                                                                                       |
| 157.02;<br>157.11            | Notification                             | Add notification requirements for large projects that will be able to be approved administratively after the adoption of new commercial and form-based zoning districts; eliminated notification requirements for smaller items such as lots splits that will now be able to be approved administratively.                                                                                       |
| 158.01;<br>158.05;<br>158.06 | Bonds and<br>Guarantees                  | Added requirements that large projects that will be able to be approved administratively will be required to bond or guarantee public improvements.                                                                                                                                                                                                                                              |
| 159.01                       | Fees                                     | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                          |
| 164.13                       | Supplementary<br>District<br>Regulations | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                          |
| 166.01-<br>166.07            | Development                              | Clarified different development categories; explained the development review process from submittal to completion; listed what projects require Subdivision/Planning Commission approval and those that may be approved administratively; combined public infrastructure requirements from different sections into one section of the UDC for clarity and to eliminate redundancy and confusion. |
| 171.03                       | Streets and<br>Sidewalks                 | Removed discussion on street improvements that is now incorporated into ch. 166; re-numbered the remaining subsections.                                                                                                                                                                                                                                                                          |
| 172.09;<br>172.11            | Parking                                  | Changed reference to chapter numbering.                                                                                                                                                                                                                                                                                                                                                          |

\*This was incorporated into the proposed changes after the October 26, 2009 Planning Commission meeting as staff noted the need to clarify the existing definition of Large Scale Development.

The ordinance amendments are shown in highlight, ~~strikeout~~, underline, and are attached to the staff report. In addition a clean proposed draft of UDC chapter 166.01-166.05 is attached to this report, with the changes shown as recommended by the Planning Commission on October 26, 2009.

## **RECOMMENDATION**

Staff recommends the following for the November 9, 2009 Planning Commission meeting:

- (1) Prior to the meeting, review the Planning Commission changes to 166.01-166.03.
- (2) During the meeting finish review and discussion of Chapter 166.04-166.05; 156; 157.
- (3) The other remaining sections of the code are mainly administrative or clarification and probably do not warrant a detailed discussion, unless specific concerns or issues are noted by Planning Commissioners.
- (4) If there are no major changes, forward this item to Ordinance Review Committee/City Council with a recommendation for approval.

Staff recommends forwarding **ADM 09-3349** to the City Council with a recommendation for approval.

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**Planning Commission Action:**    ☒ **Forwarded**        ☐ **Denied**                      ☐ **Tabled**

**Motion:** Myres

**Second:** Winston

**Vote:** 6-0-0

**Meeting Date:** November 9, 2009

**Comments:** Forwarded with recommendation for approval.

## Ordinance Mark-up

## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 151: DEFINITIONS

....

### L

*Lamp or Bulb* (Outdoor Lighting) means the light producing source installed in the socket portion of a luminaire.

*Land disturbance.* (Tree Preservation and Protection) Clearing, scraping, grubbing, or otherwise removing or destroying the vegetation of a site, or adding, removing, exposing, excavating, leveling grading, digging, tunneling, trenching, burrowing, dumping, piling, dredging or application of toxic substance, storage of materials, and operation of equipment, or otherwise significantly disturbing the soil, mud, sand, or rock of a site.

*Landscape administrator.* (Tree Preservation and Protection) The person who is responsible for the administration of Tree Preservation and Protection, Chapter 167 and Landscape Regulations, Chapter 177. Also known as Urban Forester.

*Landscape establishment guarantee.* (Tree Preservation and Protection) A bond, irrevocable letter of credit, or other surety held by the city until the satisfactory conclusion of the three year landscape establishment period.

*Landscape fabric.* (Physical Alteration of Land) A barrier against soil erosion, allowing water to pass through while keeping soil in place.

*Landscaping.* (Zoning) The area within the boundaries of a given lot which consists of planting materials, including but not limited to trees, shrubs, ground covers, grass, flowers, decorative rock, bark, mulch, and other similar materials.

*Large-scale development.* (Development) The development of a lot or parcel larger than one acre or greater in size. The term development shall include, but shall not be limited to, the construction of a new improvement, the construction of an addition to an existing improvement, or a parceling which results in the need for access and utilities.

## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 153: ENFORCEMENT

### 153.08 Miscellaneous Remedies

....

(D) *Subdivision regulations.* In order to carry out the purposes of these regulations and to assure an orderly program of development after the effective date of these regulations:

(1) *Plat not accepted for filing.* No plat of any tract of land within the planning area jurisdiction of the Planning Commission shall be accepted by the County Recorder for filing unless the plat has been approved by the Planning Commission.

(2) *No metes and bounds conveyance.* No conveyance by metes and bounds of tracts coming under the definition of subdivision without compliance with the applicable provisions of §166.04, or amendments thereto, shall be permitted. This provision is aimed at preventing any attempt to circumvent these regulations by conveying by metes and bounds without taking the necessary steps for filing an approved plat

## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 155: APPEALS

### 155.04 Alderman Appeal On Behalf Of Resident

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests on actions which are appealable to the City Council as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98)

### 155.06 Appeals From Staff Interpretations/Actions

....

(C) *Appeals to the Planning Commission.*

(1) Required dedications and improvements.

(a) (1)—An owner or developer who is aggrieved by the requirements of the Unified Development Code for land, right-of-way or easement dedications, construction of on-site or off-site



improvements, or payments in lieu of any dedication or improvement, which are in excess of the "rough proportionality" of the impact of the development upon the city's infrastructure or services may appeal such requirement to the Planning Commission as a part of the submission of the preliminary plat, large scale development, subdivision, building permit, lot split, development permit, or otherwise within 10 days of notification of such development requirements. The appeal must be presented to the Planning Division in writing and state the grounds, or reasons for the appeal.

- (b) (2) The Planning Commission shall determine after public hearing whether the required dedications and improvements meet the "rough proportionality" of the impact of the development on city infrastructure and services. If the requirements are in excess of the "rough proportionality," the Planning Commission is empowered to modify or reduce such requirements to achieve "rough proportionality."

## (2) Administrative Approvals.

(a) A resident of the city or an owner/developer who is aggrieved by a decision of the Zoning and Development Administrator regarding development matters that are approved administratively, as required by Chapter 166.02 (C) may appeal the decision to the Planning Commission. The appeal shall be submitted in writing to the Planning Division within 10 days of the final decision. The appeal shall be limited to the applicable approval or denial criteria as follows:

- (i) The development plan is not submitted in accordance with the requirements of Chapter 166 of the Fayetteville Unified Development Code.
- (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
- (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by Chapter 166 of the

## Fayetteville Unified Development Code.

- (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
- (v) City water and sewer is not readily available to the property within the large scale development or preliminary plat and the developer has made no provision for extending such service to the development.
- (vi) The developer refused to comply with UDC Ch. 166 pertaining to required on-site and off-site improvements.

(b) The appellant must include in the letter of appeal the specific code section with which the development application does not comply.

(c) The Planning Commission shall determine after public hearing whether the interpretation or discretionary decision should be upheld or modified in part or in whole.

# **TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 156: VARIANCES**

## **156.02 Zoning Regulations**

....

(B) Consideration by the Planning Commission. Applications for variances of zoning and development the following shall be considered by the Planning Commission.

....

(3) Parking variances.



(a) ~~Number of spaces.~~ The Planning Commission shall have the authority to vary the number of off-street parking spaces required in the Downtown Core, Main Street Center and Downtown General Districts.

(b) ~~Findings.~~ The Planning Commission shall make findings indicating:

(i) ~~Parking generated.~~ That the proposed use will not generate as much parking as required under the existing standard.

(ii) ~~Shared parking.~~ That shared parking facilities are available; or

(iii) ~~On-street parking.~~ That on-street parking can satisfy intermittent and occasional demands.

(c) ~~Conditions.~~ All waivers shall meet the conditions listed below:

(i) ~~Downtown Core, Main Street Center, and Downtown General Districts.~~ Conditions for waivers in Downtown Core, Main Street Center, and Downtown General Districts:

a. ~~In lieu fee.~~ An in lieu fee of \$1,200.00 for each on-site parking space shall be paid to the city. This money shall be held in an interest bearing account and shall be expended for public parking facilities within the district it is collected within 10 years from the date it is collected. If said money has not been so expended within 10 years of the date collected, said money, together with the interest thereon, shall be refunded to the person or entity who made the contribution; or

b. ~~Shared parking.~~ For any parking space which is proposed to be shared under the provision of §172.05(C). The applicant must present a signed agreement with the owner of the property. The agreement shall address the number of spaces required for both properties, the number of spaces available together with a site plan, and any other

pertinent information, such as restrictions on sharing for certain days or hours.

(4) ~~Bicycle rack variance.~~ The Planning Commission may modify or waive the requirement for or the design standards for a bicycle rack.

(5) (3) ~~Building height variance in all zoning districts.~~

(6) (4) ~~Building height variance in the C-3 District.~~

### 156.03 Development

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

(A) *General requirements.*

• • • •

(3) ~~Preliminary and final plat.~~ An applicant for a variance of preliminary and final plat requirements shall provide the Zoning and Development Administrator with a survey, certified by a registered surveyor or registered engineer, of the property proposed for division. Said survey shall indicate the acreage of all proposed lots.

(4) ~~Exception.~~ A transfer or adjustment of a property line between adjoining property owners which does not create a separate, new lot shall not require a variance by the Zoning and Development Administrator of preliminary and final plat requirements, but must be approved by the Planning Division for conformance with existing zoning requirements for lot width, lot area, setback requirements, and buildable area.

(B) *Consideration by the City Council – park land dedication.* Any variation in the land dedication ratios or contribution formulas set forth in §166.03(K), 166.04(B) shall be considered a variance and requires approval of the City Council. Upon recommendation of the Planning Commission after consultation by the commission with the Parks and Recreation Advisory Board, the City Council, upon determination that enforcement of §166.03(K), 166.04(B) would cause unnecessary hardship, or that the problems or merits of the development reflect unique circumstances, may grant a variance of the requirements, provided:

(1) *Consistent with parks plan.* Any dedication of land or contribution in lieu of land or combination thereof shall adequately provide for the park and recreational needs of the



proposed development and be consistent with the Fayetteville Parks Plan.

- (2) *Contributions of services, facilities, etc.* If the developer proposes to contribute services, facilities, or equipment in lieu of a cash contribution, such a contribution shall not be accepted by the city unless the Parks and Recreation Advisory Board has been consulted and provides a recommendation as to the appropriateness and safety of such contribution.

(C) *Consideration by the Planning Commission.*

(1) *Design standards.*

- (a) *Undue hardship.* If the provisions of these standards are shown by the developer to cause undue hardship as they apply to his proposed development, the city Planning Commission may grant a variance to the developer from such provisions, so that substantial justice may be done and the public interest secured; provided that the variation will not have the effect of nullifying the intent and purpose of development regulations.

- (b) *Conditions.* In granting variances, the Planning Commission may impose such conditions as will, in its judgment, secure substantially the objective of the standards or requirements so varied.

(2) *Required off-site improvements.*

*Grounds.* A developer may petition the Planning Commission for a variance of off-site improvement requirements in whole or in part on one or more of the following grounds:

- (a) *No city plans.* The city has no plans for upgrading the substandard street or road on which off-site improvements are proposed to be required by the developer.
- (b) *Unfair imposition.* The proposed development has primary access to improved streets or roads and the portion of the development which fronts on a substandard street or road is so small or remote from anticipated future traffic patterns as to cause an unfair imposition on the development.
- (c) *Alternate off-site improvements.* The developer proposes alternative off-site improvements which will protect the health, safety, and welfare of persons

residing in the proposed development and the surrounding area and equally benefit said persons.

- (d) *Improved streets or roads.* The developer does not propose access to the proposed development from an existing substandard street or road, and proposes to provide access by streets or roads improved to current city or county standards.

(3) *Buffer strips and screening.*

- (a) *Screening.* The Planning Commission shall have the authority to grant a variance from the screening requirements prescribed by §166.10 166.

- ~~(4) *Major development — park land dedication.* A developer of a major development can petition for a variance from the requirements of §166.03(K) to the Planning Commission. The Planning Commission's approval of said variance must be affirmed by the City Council to become effective, and the Planning Commission's denial may be appealed to the City Council.~~

(4) *Parking variances.*

- (a) *Number of spaces.* The Planning Commission shall have the authority to vary the number of off-street parking spaces required in the Downtown Core, Main Street Center and Downtown General Districts.

- (b) *Findings.* The Planning Commission shall make findings indicating:

- (i) *Parking generated.* That the proposed use will not generate as much parking as required under the existing standard.

- (ii) *Shared parking.* That shared parking facilities are available; or

- (iii) *On-street parking.* That on-street parking can satisfy intermittent and occasional demands.

- (c) *Conditions.* All waivers shall meet the conditions listed below:

- (i) *Downtown Core, Main Street Center, and Downtown General Districts.* Conditions for waivers in Downtown Core, Main Street Center, and Downtown General Districts.

a. *In lieu fee.* An in lieu fee of \$1,200.00 for each on-site parking space shall be paid to the city. This money shall be held in an interest bearing account and shall be expended for public parking facilities within the district it is collected within 10 years from the date it is collected. If said money has not been so expended within 10 years of the date collected, said money, together with the interest thereon, shall be refunded to the person or entity who made the contribution; or

b. *Shared parking.* For any parking space which is proposed to be shared under the provision of §172.05(C), The applicant must present a signed agreement with the owner of the property. The agreement shall address the number of spaces required for both properties, the number of spaces available together with a site plan, and any other pertinent information, such as restrictions on sharing for certain days or hours.

(5) *Tree preservation plan.* . . . .

(6) *Flood Damage Prevention Code.* . . . .

(7) *Outdoor Lighting Plan.* . . . .

(8) *Bicycle rack variance.* The Planning Commission may modify the design standards or the requirement for a bicycle rack.

(Ord. 4714, 6-21-05; Ord. 4930, 10-3-06)



## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 157: NOTIFICATION AND PUBLIC HEARINGS

....

### 157.02 Development

Notification of public hearings for development applications shall occur as follows:

- (A) Public hearing required. A public hearing shall be held at the meeting of the Subdivision Committee and/or Planning Commission, in accordance with the Unified Development Code the established bylaws of the Planning Commission.
- (B) Applicability: Development applications include, for the purpose of notification, ~~lot splits,~~ preliminary plats, ~~final plats,~~ concurrent plats, and large scale developments. ~~If an application does not require a public hearing, notification is not required.~~

....

### 157.11 Large Site Improvement Plan

Notification of review for Large Site Improvement Plan application shall occur as follows:

- (A) Public hearing. A public hearing shall not be required.
- (B) Applicability: Notification is required for a Large Site Improvement Plan.
- (C) Notice of Large Site Improvement Plan. The applicant shall provide the following notice:
  - (1) Who gets notice. Notice of the proposed development shall be given to all adjacent landowners.
  - (2) Methods of notice. Notice shall be provided by the following methods, as required by this chapter:
    - (a) Written notice. Written notice shall be provided no later than the date of Technical Plat Review Committee at which the item is considered. Proof of notice shall be provided as required by this chapter.
    - (b) Posted Notice. The applicant shall post notice no later than the date of

Technical Plat Review Committee at which the item is considered. Proof of notice shall be provided as required by this chapter.

- (D) Public Review Period. The public review period shall consist of seven (7) days, beginning upon the date the item appears before the Technical Plat Review Committee. The Large Site Improvement Plan application shall not be approved within the Public Review Period in order to allow adequate time for a review and comment.
- (E) Public Notification of Approval. The Planning Division's administrative approval of a Large Site Improvement Plan shall be placed as an informational item on the agenda of the Subdivision Committee or Planning Commission, and constitutes the final decision of the Zoning and Development Administrator regarding the development application.

### 157.12-157.99 Reserved

## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 158: BONDS AND GUARANTEES

### 158.01 Guarantees In Lieu Of Installed Improvements

- (A) *Subdivisions.* The Planning Commission may approve a subdivision final plat prior to the installation of the final pavement, sidewalks, tree replacements, or landscaping if all other required improvements have been substantially completed as determined by the City Engineer after the final inspection, provided the developer deposits with the city, or provides the following in an amount equal to 150% of the estimated cost of the uncompleted improvements as determined by the City Engineer:
- (1) *Currency.* U.S. currency;
  - (2) *Bond.* A performance/surety bond; or
  - (3) *Letter of credit.* An irrevocable letter of credit from a bank, or banking institution doing business in this state which is a member of the Federal Deposit Insurance Corporation.
  - (4) *Sidewalks.* Sidewalks may be guaranteed pursuant to ~~§166.03(E)~~ 166.04.
- (B) *Large Scale Developments and Large Site Improvement Plans.* The Planning Commission may approve an office, residential, commercial, or industrial Large Scale Development plan and the Planning Division may administratively approve a Large Site Improvement Plan prior to the installation of the required improvements; however, no building permits may be issued until one of the following has occurred:
- (1) *Complete.* All of the required improvements have been completed; or
  - (2) *Deposit.* The developer deposits with the city or provides the following in an amount equal to 150% of the estimated cost of the uncompleted improvements as determined by the City Engineer.
    - (a) *Currency.* U.S. currency;
    - (b) *Bond.* A performance/surety bond; or
    - (c) *Letter of credit.* An irrevocable letter of credit from a bank, or banking institution doing business in this state which is a

member of the Federal Deposit Insurance Corporation.

### 158.05 Off-Site Improvements/Delays

- (A) *Proportionate share.* If the Planning Commission determines that a needed off-site improvement cannot be built until future development occurs, the developer shall pay to the city an amount determined by the Planning Commission, in accordance with the standards prescribed in ~~§166.07~~ 166.04, to be the developer's proportionate share of the cost of said off-site improvements as of the date of final plat or large scale development approval.

## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 164: SUPPLEMENTARY ZONING REGULATIONS

### 164.13 Non Residential Uses In R Districts

The following requirements apply to charitable, cultural, educational, recreational, health, institutional, religious, social, and similar nonresidential facilities where permitted in or abutting an R District. The Planning Commission may reduce these requirements after receiving and reviewing a development plan under the provisions of ~~§166.05 or §166.06~~ 166. Separation of structures of areas for uses listed above shall be as follows:



## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 166: DEVELOPMENT

....  
FOR FULL REVISIONS TO CH.  
166.01-166.05, PLEASE SEE  
ATTACHED.

### .... 166.08 Street Design And Access Management Standards

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

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

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

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

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

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

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

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

## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 171: STREETS AND SIDEWALKS

....

### 171.03 Street Improvements

(A) When commercial, industrial, residential or multi-family development takes place along any street which is not constructed according to the city's existing standards, the developer shall:

(1) Dedicate sufficient right of way to bring the street into conformance with the right of way requirements of the city's Master Street Plan; provided, the City Council may vary the right of way dedication requirement imposed hereby in the event of undue hardship;

(2) Install street paving, curbs, gutters, and sidewalks necessary to bring the street into conformity with all existing city standards. The developer shall be required to bear that portion of the costs of said improvements which bears a rational nexus to the needs created by the development.

(B) The requirements of this section shall not apply where the development will not increase the amount of vehicular traffic on the abutting street.

## TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 172: PARKING AND LOADING

....

### 172.09 Off-Street Loading

In all districts, accessory off-street loading berths, open or enclosed, shall be provided in conformity with the requirements set forth in this section and shall be so arranged so that parking and maneuvering will be on private property.

(A) *Number of off-street loading berths.* The number of off-street loading berths required for various uses is set forth in the table below. The Planning Commission may reduce these requirements after receiving and reviewing a development plan under the provisions of § ~~166.05 and 166.06~~ 166.02.

## **Proposed Ch. 166.01-166.05**



TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 166: DEVELOPMENT

166.01 DEVELOPMENT CATEGORIES .....  
166.02 DEVELOPMENT REVIEW PROCESS .....  
166.03 PLAT REQUIREMENTS .....  
166.04 REQUIRED INFRASTRUCTURE IMPROVEMENTS – DEVELOPMENT IN CITY LIMITS.....  
166.05 REQUIRED INFRASTRUCTURE IMPROVEMENTS – DEVELOPMENT IN PLANNING  
AREA.....



**166.01 Development Categories**

- (A) *Property Line Adjustment.* A property line adjustment is a transfer or adjustment of a property line or lines between adjoining property owners which does not create a separate, new lot. A property line adjustment can not dedicate new easements or right-of-way.
- (B) *Subdivision of Land.*
- (1) *Lot Split.* When a property is to be subdivided into two, three or four lots, the application may be processed as a lot split. After the creation of more than four lots from an original parent tract, any subsequent subdivision of the parent or resulting tracts is required to be processed as a preliminary/final plat, or concurrent plat. A lot split may dedicate new easements or right-of-way, and may be combined with an easement plat.
  - (2) *Preliminary Plat.* When a property is to be subdivided into more than four lots, or when a parent or resulting tract has been subdivided three or more times and is proposed to be further subdivided, the application shall be processed as preliminary plat. A preliminary plat establishes the preliminary location of lot lines, streets, and utility infrastructure, and allows for the applicant to request construction plan approval and install required improvements.
  - (3) *Final Plat.* After completion of the required infrastructure (water, sewer, storm drainage, utilities, street improvements, etc.) for a preliminary plat, the subdivider may submit an application for approval of the final plat. The final plat application may not be submitted until the final inspection for the required infrastructure has been scheduled with City Engineering staff.
  - (4) *Concurrent Plat.* A concurrent plat combines the preliminary and final plat into one step. A concurrent plat is permitted when a property is to be subdivided into more than four lots, or when a parent or resulting tract has been subdivided three or more times and is proposed to be further subdivided, and the existing and new parcels do not require construction of new infrastructure.
- (C) *Concept Plan.* When a developer intends to subdivide or develop land within the City or City's planning area boundary he/she may submit a concept plan to obtain feedback and recommendations from City staff and the Planning Commission prior to submitting a fully engineered development plan for review.
- (D) *Large Scale Development.* A Large Scale Development is generally intended for, but not limited to, a non-residential, mixed use, or multi-family development on a site of one acre or greater in size, where subdivision of land is not proposed.
- (1) *Requirement.* The development of the following must be processed in accordance with the requirements for a large scale development:
    - (a) A lot or parcel one acre or greater in size;
    - (b) Facilities emitting odors or handling explosives.
  - (2) *Excluded developments.* The following shall be excluded from the large scale development review process:
    - (a) *Single-family.* A single-family residence, an addition to a single-family residence, or an accessory structure for a single-family residence;
    - (b) *Additions.* An addition to an existing structure if the addition will not:
      - (i) Exceed 10,000 square feet; or
      - (ii) Require more than 25 additional parking spaces under the provisions of Chapter 172, Parking and Loading; or
      - (iii) Require a change in existing ingress or egress.
    - (c) *Additional structure.* An additional structure when erected as part of an existing development, subject to the limitations of (D)(2) above.
    - (d) *Prefabricated accessory buildings.* A prefabricated, movable accessory building.
    - (e) A development on a lot or parcel in a zoning district subject to administrative approval.
  - (3) *Modifications.*
    - (a) *Minor modifications.* The Zoning and Development Administrator may authorize minor modifications in an approved large scale development or subdivision of land. Minor modifications shall include, but not be limited to,

substitutions of one approved structural type for another, minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased, and minor shifts in property line locations.

- (b) *Major modifications.* In the event that a developer wishes to make major modifications to an approved development, such modifications shall be submitted to the Subdivision Committee or Planning Commission in a form which compares the approved submission with the desired changes. After submission, the Subdivision Committee shall approve or disapprove the requested modifications.

(E) *Large Site Improvement Plan.* A Large Site Improvement Plan review is intended for a Large Scale Development that is located on a site within a zoning district that permits administrative approval. A Large Site Improvement Plan is subject to the Requirements and Excluded Developments for a Large Scale Development listed in Fayetteville Unified Development Code 166.01 (D). A Large Site Improvement Plan is subject to the Modification requirements of a Small Site Improvement Plan listed in Fayetteville Unified Development Code 166.01 (F).

(F) *Small Site Improvement Plan.* A Small Site Improvement Plan review is intended for a non-residential, mixed use, or multi-family development on a site that is less than one acre in size.

- (1) *Requirement.* The development of the following must be processed in accordance with the requirements for a Small Site Improvement Plan:

(a) A development that is excluded from large scale development review and requires review by multiple City divisions;

(b) The construction of more than one single family residence on one lot within any zoning district other than a single-family zoning district.

- (2) *Excluded developments.*

(a) The construction of one single-family residence, an addition to a single-family residence, or an accessory structure for a single-family residence shall be exempt from the site improvement plan requirements.

(b) A development that requires review by a single City division.

(3) *Modifications.*

(a) *Minor modifications.* The Zoning and Development Administrator may authorize minor modifications to an approved Small Site Improvement Plan. Minor modifications shall include, but not be limited to, substitutions of one approved structural type for another or minor variations in placement of buildings in such a way that the overall limits of approved floor area, open space or rooms per acre are not increased.

(b) *Major modifications.* In the event that a developer wishes to make a major modification to an approved Small Site Improvement Plan, such modifications shall be submitted to the Technical Plat Review Committee, in a form which compares the approved submission with the desired changes. After the requests made by the Technical Plat Review Committee have been satisfied, the Zoning and Development Administrator may approve the requested modification.

## 166.02 Development Review Process

### (A) Application Submittal

- (1) *Submittal.* All development applications shall be submitted to the Planning Division and will be processed for review in accordance with Planning Division operating procedures.

(B) *Public Meetings.* Development applications are required to be processed through the Technical Plat Review Committee, Subdivision Committee, and Planning Commission as follows:

- (1) *Technical Plat Review Committee.* The following development applications are required to be reviewed by the Technical Plat Review Committee: Lot Split, Small Site Improvement Plans, Large Site Improvement Plans, Large Scale Development, Planned Zoning District, Preliminary Plat, Final Plat, and Concurrent Plat. After the Technical Plat Review Committee meeting staff may administratively approve Lot Splits, Final Plats, Small Site Improvement Plans, and Large Site Improvement Plans after review for compliance with all applicable codes subject to UDC 166.02(C).

(2) *Subdivision Committee.* The following development applications are required to be reviewed by the Subdivision Committee: Large Scale Development, Planned Zoning District with Development, Preliminary Plat, and Concurrent Plat. From these applications, the Subdivision Committee may approve only Large Scale Developments.

(3) *Planning Commission.* The following development applications are required to be reviewed by the Planning Commission: Preliminary Plat, Concurrent Plat, and Planned Zoning District with Development. The Planning Commission may approve, deny, table, or approve development applications with conditions. A Planned Zoning District cannot be approved by the Planning Commission, but may be forwarded to City Council.

#### (C) Approval and Denial Criteria

(1) *Administrative Approval.* The following applications shall be approved administratively by the Planning Division as long as the proposal meets all requirements of the Unified Development Code: Property Line Adjustment, Lot Split, Final Plat, Small Site Improvement Plan, and Large Site Improvement Plan. Approval by the Planning Commission for these applications is not required unless an appeal is filed in accordance with Ch. 156 of the UDC.

(a) *Reasons for denial.* The Planning Division may refuse administrative approval based on the following criteria:

(i) *Property Line Adjustment; Lot Split.* The application does not comply with zoning and development requirements including, but not limited to: lot width, lot area, setback requirements, buildable area, required parking, impervious surface, dedication of required right-of-way or easements, etc., or the requested action would make an existing non-conforming property or structure more non-conforming.

(ii) *Final Plat.* The conditions of approval of the preliminary plat have not been met, the proposed plat does not meet the zoning and development requirements of the UDC, and/or the required improvements have not been completed or guaranteed in accordance with Fayetteville Unified Development Code Chapter 158.

(iii) *Small or Large Site Improvement Plans.* The Planning Division may refuse to approve a Small or Large Site Improvement Plan for any of the following reasons:

1. The development plan is not submitted in accordance with the requirements of this chapter.
2. The proposed development would violate a city ordinance, a state statute, or a federal statute.
3. The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
4. The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factor such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
5. City water and sewer is not readily available to the property within the site improvement plat area and the developer has made no provision for extending such service to the development.
6. The developer refused to comply with ordinance requirements or condition of approval for on-site and off-site improvements.

(2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large Scale Development, Preliminary Plat and Concurrent Plat.

(a) *Reasons for denial.* The Subdivision Committee or Planning Commission may refuse to approve a Large Scale Development, Preliminary Plat or Concurrent Plat for any of the following reasons:

- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.

- (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
  - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
  - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
  - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
  - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- 2. Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
  - 3. Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.
  - 4. Final site plans, landscape plans, and other plans, reports and specifications required by the City to obtain approval.
  - (ii) Once all approvals that are required have been obtained, the applicant may proceed with site preparation and construction in accordance with the permitted plans.

## (E) Building Permits

(D) *Plat Recordation or Construction Plan Approval.*

After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.

- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:

- (i) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:

- 1. Street plans, profiles and specification accompanied by soil analyses and design calculations;

- (1) Before a building permit for a *Large Site Improvement Plan* or *Large Scale Development* is issued the developer shall:
  - (a) Obtain approval from the appropriate governing body.
  - (b) Dedication of right-of-way. Dedicate right-of-way in compliance with the City's Master Street Plan, and in compliance with the requirements for on or off-site improvements.
  - (c) Dedicate all easements necessary to serve the development as required by the utility providers and the City. This may be completed by easement plat or separate easement document(s), with approval of the Planning Division.
  - (d) On and off-site improvements. Construct or guarantee required on- and off-site improvements in accordance with UDC chapter 158.
  - (e) Complete applicable conditions of approval.
  - (f) Comply with all applicable zoning and development codes.

(F) *Completion of Development/Certificate of Occupancy.* No certificate of occupancy for a Large Scale Development, Large Site Improvement Plan, or Small Site Improvement Plan shall be issued, and no Final Plat or Concurrent Plat shall be signed for recordation until the following have been completed:

- (1) The requirements for on and off-site improvements have been completed, and

maintenance bonds/guarantees deposited to City specifications.

(2) An "as built" plot plan has been approved by the City Engineer (where applicable) showing:

- (a) The location of all buildings and the setback distance for said buildings from street right-of-way and adjoining property lines;
- (b) The location of any freestanding signs and the setback distance of said signs from street right-of-way and adjoining property lines;
- (c) The location, number, dimensions, and surfacing of all parking spaces and of all screens or fences; and
- (d) The location and size of all water, sewer, gas, electric, telephone, and television cable lines.

3) The development has been inspected and approved by all applicable City divisions.

(4) All applicable conditions of approval have been completed.

### 166.03 Plat Requirements

(A) *Original plan drawings.* Plans shall be drawn in a legible manner, at a scale which best suits the size of the property being developed or platted. All plans shall be drawn at a standard engineering scale, and submitted in paper and/or digital form, as listed on the application.

(B) *Plat information.* The following information shall be submitted to the Planning Division and/or Planning Commission for review and approval:

(1) *General.*

|                                                                                                                                                                                | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| developer(s) and project representatives                                                                                                                                       |                  |            |                 |                    |           |                       |              |
| North arrow, scale (graphic and written), date of preparation zoning classification, and proposed use.                                                                         | X                | X          | X               | X                  | X         | X                     | X            |
| Title block located in the lower right hand corner indicating the name and type of project, scale, firm or individual preparing drawing, date and revisions.                   | X                | X          | X               | X                  | X         | X                     | X            |
| Provide a complete and accurate legend                                                                                                                                         | X                | X          | X               | X                  | X         | X                     | X            |
| A vicinity map of the project with a radius of 1.5 miles from the project. This map shall include any Master Street Plan streets as well as the 100 year flood plain boundary. | X                | X          | X               | X                  | X         | X                     | X            |
| The location of all existing structures.                                                                                                                                       | X                | X          | X               | X                  | X         | X                     | X            |

|                                                                                                                     | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Name, address, zoning and property lines of all property owners adjacent to the exterior boundaries of the project. | X                | X          | X               | X                  | X         | X                     | X            |
| Name, address, telephone numbers of owner(s),                                                                       | X                | X          | X               | X                  | X         | X                     | X            |

|                                                                                             | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Site coverage note indicating the percentage of site that is covered by impervious surface. |                  |            |                 |                    |           | X                     |              |

## (2) Legal description.

|                                                                                                                                                                                                                                       | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Written legal descriptions including area in square feet or acres that read clockwise (Note: If the project is contained in more than one tract, the legal for each individual tract and a total tract description must be provided.) | X                | X          | X               | X                  | X         | X                     |              |
| Boundary survey of the property shown on the plat. The surveyor shall seal, sign and date the survey. Each survey plat shall have 2 points described in State Plane Coordinates, Arkansas, North, North American Datum, 1983 (NAD 83) | X                | X          | X               | X                  | X         | X                     | X            |
|                                                                                                                                                                                                                                       |                  |            |                 |                    |           |                       |              |

|                                                                                                                                                                                                      | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
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| Provide a benchmark, clearly defined with an accuracy of 1/100'. This benchmark must be tied to USC & GS Datum. Benchmarks include but are not limited to the following: fire hydrant, manhole, etc. | X                | X          | X               |                    |           | X                     |              |
| Point-of-beginning from a permanent well-defined reference point. This P.O.B. shall be clearly labeled on the drawing.                                                                               | X                | X          | X               | X                  | X         | X                     |              |
| Curve data for any street which forms a project boundary.                                                                                                                                            | X                | X          | X               | X                  | X         | X                     |              |

## (3) Floodplain / floodways / wetlands.

|                                                                                                                        | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Show 100-yr floodplain and/or floodway and based flood elevations. Reference the FIRM panel number and effective date. | X                | X          | X               | X                  | X         | X                     | X            |
| Note regarding wetlands, if applicable. Note if Army Corps of Engineers determination is in progress.                  | X                | X          |                 |                    |           | X                     |              |

(4) *Topographic information.*

|                                                                                                                                                                                                                                                     | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Existing and proposed topographic information with source of the information noted. Show:<br>a. Two foot contour intervals for ground slope between level and ten percent.<br>b. Five foot contour interval for ground slope exceeding ten percent. | X                |            |                 |                    |           | X                     |              |
| Spot elevations at grade breaks along existing road centerlines, gutter lines and top of curbs or edge of pavement.                                                                                                                                 | X                |            |                 |                    |           | X                     |              |
| Contours of adjacent land within 100 feet of the project shall also be shown.                                                                                                                                                                       | X                |            |                 |                    |           | X                     |              |

(5) *Tree protection / landscaping.*

|                                                                                                       | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Delineate trees to be retained on-site and the measures to be implemented for their protection.       | X                | X          | X               |                    |           | X                     | X            |
| Clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site. | X                | X          | X               |                    |           | X                     |              |
| Show proposed location of all utilities.                                                              | X                | X          | X               |                    |           | X                     |              |

|                                                                                                                                                                                                                                                                                                                                                           | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
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| Landscape proposals for parking lots and/or tree replacement requirements shall include proposed plant species and size. Existing and proposed utility lines shall be shown on the plan. State the method for irrigating the plant material on the plan. When an ordinance requires shrubs or other screening material, show the layout of planting beds. | X                | X          | X               |                    |           | X                     |              |

(6) *Utilities – existing.*

|                                                                                                                                                                                                                                                         | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
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| Show on the drawing all known on-site and off-site existing utilities and easements (dimensioned) and provide the structure's locations, types, and condition and note them as "existing" on the plat.                                                  | X                | X          | X               | X                  | X         | X                     | X            |
| Existing easements shall show the name of the easement holder, purpose of the easement, and the book and page number for the easement. If an easement is blanket or indeterminate in nature, a note to this effect shall be placed on the plat or plan. | X                | X          | X               | X                  | X         | X                     |              |

## (7) Utilities – proposed.

|                                                                                                                                                                                                                           | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Show all storm sewer structures, sanitary sewer structures and drainage structures:<br>a. Provide structure locations and types<br>b. Provide pipe types and sizes                                                        | X                | X          |                 |                    | X         | X                     |              |
| Sanitary sewer systems:<br>a. Provide pipe locations, sizes, and types<br>b. Manhole locations of rim and invert elevations.                                                                                              | X                | X          | X               | X                  | X         | X                     |              |
| Note the occurrence of any previous water, sewer, or storm sewer overflow problems on-site or in the proximity of the site.                                                                                               | X                |            |                 |                    | X         | X                     |              |
| If a septic system is to be utilized, provide a table of acreage and percolation rates.                                                                                                                                   | X                |            |                 |                    | X         | X                     |              |
| Water systems, on or near the site:<br>a. Provide pipe locations, types, and sizes<br>b. Note the static pressure and flow of the nearest hydrant if requested.<br>c. Show location of proposed fire hydrants and meters. | X                | X          | X               | X                  | X         | X                     |              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
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| Underground or surface utility transmission lines:<br>(Note: This category includes, but is not limited to Telephone, Electrical, Natural Gas, and TV Cable)<br>a. Locations of all related structures (pedestals, poles, etc.)<br>b. Locations of all lines (note whether the line is below or above ground)<br>c. A note shall be placed where streets will be placed under the existing overhead facilities and the approximate change in grade for the proposed street. | X                | X          | X               |                    |           | X                     |              |
| State the width, location, and purpose of all proposed easements or rights of way for utilities, drainage, sewers, flood control, ingress/egress or other public purposes within and adjacent to the project.                                                                                                                                                                                                                                                               | X                | X          | X               | X                  | X         | X                     | X            |



## (8) Streets / right-of-ways / easements.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
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| Street right-of-way lines clearly labeled. The drawing shall depict any future R.O.W. needs as determined by the AHTD and Master Street Plan. Future R.O.W. as well as existing R.O.W. and center lines should be shown and dimensioned.                                                                                                                                                                                                                  | X                | X          | X               | X                  | X         | X                     | X            |
| The location, widths, grades, and names of all existing and proposed streets (avoid using first names of people for new streets), alleys, paths, and other rights-of-way, whether public or private, within and adjacent to the project; private easements within and adjacent to the project; and the radius of each centerline curve. Private streets shall be clearly indicated and named. Names of streets should be approved by the 911 Coordinator. | X                | X          | X               | X                  | X         | X                     | X            |

|                                                                                                                                                                                                                                                                                                                                                              | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| A layout of adjoining property (within 300') in sufficient detail to show the effect of proposed and existing streets (including those on the master street plan), adjoining lots, and off-site easements. This information can be obtained from the Master Street Plan, Aerial Photos, and the City Plat Pages located in the Planning Office if requested. | X                | X          | X               |                    |           | X                     | X            |
| The location of all existing and proposed street lights (At every intersection, cul-de-sac & every 300' and associated easements to serve each light.)                                                                                                                                                                                                       | X                | X          | X               |                    |           | X                     |              |

(9) Subdivision of land.

|                                                                                                                                                                                                                                                                                                                                                             | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| The lot layout, the dimensions of each lot, number of each lot, total area in square footage or acreage to the nearest one-hundredth (1/100th) acre of each lot, and the approximate finish grade where pads are proposed for building sites. Lots shall be numbered consecutively for all phases. The total number of lots shall be indicated on the plat. | X                | X          | X               | X                  | X         |                       | X            |
| For phased development, a plat showing all phases is required.                                                                                                                                                                                                                                                                                              | X                | X          |                 |                    |           | X                     | X            |

(10) Site specific information.

|                                                                                                                                                        | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Provide a note of any known existing erosion problems on-site or within 300' downstream of the property.                                               | X                |            |                 |                    |           | X                     |              |
| The location of known existing or abandoned water wells, sumps, cesspools, springs, water impoundments, and underground structures within the project. | X                | X          | X               | X                  | X         | X                     |              |

|                                                                                                                                                                                                                                            | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| The location of known existing or proposed ground leases or access agreements, if known. (e.g. shared parking lots, drives, areas of land that will be leased)                                                                             | X                | X          | X               | X                  | X         | X                     |              |
| The location of all known potentially dangerous areas, including areas subject to flooding, slope stability, settlement, excessive noise, previously filled areas and the means of mitigating the hazards (abatement wall, signage, etc.). | X                |            |                 |                    |           | X                     |              |
| The boundaries, acreage, and the use of existing and proposed public areas in and adjacent to the project. If land is to be offered for dedication for park and recreation purposes it shall be designated.                                | X                | X          |                 |                    |           | X                     | X            |
| For residential development, indicate the use and list in a table the number of units and bedrooms.                                                                                                                                        |                  |            |                 |                    |           | X                     |              |
| For non-residential development, indicate the gross floor area, and if for multiple uses, the floor area devoted to each type of use.                                                                                                      |                  |            |                 |                    |           | X                     |              |
| The location and size of existing and proposed signs, if any.                                                                                                                                                                              | X                | X          | X               | X                  | X         | X                     |              |

|                                                                                                                                                                                                                | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| The location and number of bike racks provided and required.                                                                                                                                                   |                  |            |                 |                    |           | X                     |              |
| Location, size, surfacing, landscaping, and arrangement of parking and loading areas. Indicate pattern of traffic flow; include a table showing required, provided, and handicapped accessible parking spaces. |                  |            |                 |                    |           | X                     |              |
| Location and width of curb cuts and driveways. Dimension all driveways and curb cuts from side property line and surrounding intersections.                                                                    |                  |            |                 |                    |           | X                     |              |
| Location of buffer strips, fences or screen walls, where required (check Unified Development Code for specific requirements).                                                                                  | X                | X          |                 |                    |           | X                     |              |
| Indicate location and type of garbage service. Dimension turnaround area at dumpster location.                                                                                                                 | X                |            |                 |                    |           | X                     |              |
| A description of commonly held areas, if applicable.                                                                                                                                                           | X                | X          |                 |                    |           | X                     |              |
| A written description of requested waivers or variances from any city requirement.                                                                                                                             | X                | X          | X               | X                  | X         | X                     |              |
| Show required building setbacks. Provide a note on the plat of the current setback requirements for the subdivision.                                                                                           | X                | X          | X               | X                  | X         | X                     | X            |

|                                                                                               | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|--------------|
| Preliminary grading and drainage plans and reports as required in the City Engineer's Office. | X                |            |                 |                    | X         | X                     |              |

## (11) Other requirements.

|                                                                                                                                                     | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, PZD | Concept Plat |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|------------------|--------------|
| Any other data or reports as deemed necessary for project review by the Zoning and Development Administrator, City Engineer or Planning Commission. | X                | X          | X               | X                  | X         | X                | X            |
| Signature block to certify approval of streets, drainage and utility easements.                                                                     |                  | X          | X               |                    |           |                  |              |
| Signature block to certify approval of water and sewer system.                                                                                      |                  | X          | X               |                    |           |                  |              |
| Signature block to certify approval of building setback dimensions.                                                                                 |                  | X          | X               |                    |           |                  |              |
| Signature block certifying approval for recording.                                                                                                  |                  | X          | X               | X                  | X         |                  |              |
| Signature block certifying approval of Tree Preservation and Protection.                                                                            |                  | X          | X               |                    |           |                  |              |
| Signature block certifying approval of park land dedication or money in lieu.                                                                       |                  | X          | X               |                    |           |                  |              |

|                                                             | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concurrent Plat |
|-------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|-----------------|
| Signature block certifying approval of utility easements.   |                  | X          | X               |                    |           |                       |                 |
| Signature block certifying ownership, title and dedication. |                  | X          | X               | X                  |           |                       |                 |
| Signature block certifying survey and accuracy.             |                  | X          | X               | X                  |           |                       |                 |

## (12) Easement plat.

|                                                                                                                                                                                                                                                              | Preliminary Plat | Final Plat | Concurrent Plat | Property Line Adj. | Lot Split | Large-Scale, SIP, PZD | Concurrent Plat |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------|--------------------|-----------|-----------------------|-----------------|
| Prior to the issuance of a building permit for a large scale development, site improvement plan or planned zoning district an easement plat shall be filed of record in the office of the circuit clerk dedicating all required easements and rights-of-way. |                  |            |                 |                    |           | X                     |                 |

\*All plats should meet or exceed the most current State of Arkansas Standards of Practice for Property Boundary Surveys and Plats.

\*\*SIP = Large or Small Site Improvement Plan

\*\*\*PZD = Planned Zoning District

(C) *Signatures required.* The final plat or concurrent plat may be signed by any officer of the Planning Commission.

(D) *Number of plats.* The Planning Division may require additional copies of plats if the amount required by this chapter is not sufficient for distribution to the various committee members.

(Code 1965, App. C., Art. II, §§ F--H; Ord. No. 2581, 12-4-79; Code 1991, §§ 159.16--159.18; Ord. No. 4100, § 2 (Ex. A), 6-16-98)

### 166.04 Required Infrastructure Improvements – Development in City Limits

(A) *Generally.* Required of developer.

(1) *On and off-site improvements.* On-site improvements are adjacent to or within a project site; such as widening the street along the project street frontage, constructing interior streets and utilities, etc. Off-site improvements are not adjacent to a project; such as the extension of an off-site sewer line to the property boundary, off-site storm drainage improvements, or an off-site intersection improvement, etc.

(2) *Standards applicable.* Any required on or off-site improvements in the city and within one mile of the city limits shall be installed according to the city's standards; provided on or off-site improvements to roads located outside one mile of the city limits shall be installed to the county's standards. The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the development.

(3) *Required Infrastructure Improvements.* On and off-site improvements that are roughly proportional and bear a rational nexus to the impact of the development are required for all development within the City of Fayetteville. The developer shall be required to install on and off-site improvements where the need for such improvements is created in whole or in part by the proposed development.

(4) *Planning Commission and Planning Division.* At the time the Planning Commission or Planning Division (where applicable for administrative approval) grants development approval, the Planning Commission or Planning Division shall determine whether the proposed development creates a need for off-site improvements and the portion of the cost of any needed off-site improvements which the developer shall be required to bear; provided, that portion of the cost of off-site improvements to roads located outside the city's corporate limits but within the city's planning area shall be determined by the county. In determining that portion of the cost of off-site improvements which the developer shall be required to bear, the Planning Commission or Planning Division (where applicable for administrative approval) shall consider the acreage within the proposed development as a percentage of all the acreage which, when fully developed, will benefit from the off-site improvements; provided, the Planning Commission or Planning Division may use a

different method of measurement if it determines that use of the acreage standard will not result in the developer bearing that portion of the cost which bears a rational nexus to the needs created by the development.

(5) *Determining necessity for off-site improvements.*

(a) When a proposed development has access to paved streets or roads only by way of substandard or unimproved roads or streets leading from the development to the paved streets or roads, the developer shall be responsible for contributing this proportionate share of the cost of improving the substandard access roads or streets to existing city or county standards. The developer's proportionate share of said costs shall be determined by the Planning Commission or Planning Division (where applicable for administrative approval) in accordance with the provisions of 166.04 (A) above.

(b) When a proposed development has direct access to, or fronts on an existing road or street, which is below current standards, the developer shall be responsible for contributing his/her proportionate share of the cost of improving said street or road to existing city or county standards. The Planning Commission or Planning Division (where applicable for administrative approval) shall determine the developer's proportionate share of said costs in accordance with the provisions of 166.04 (A) above.

(c) Off-site drainage improvements shall be required whenever a proposed development causes the need for such improvements.

(5) *Delayed Improvements.* The Planning Commission or Planning Division may determine a required on-site or off-site improvement shall be delayed or payment-in-lieu contributed instead in accordance with Chapter 158 of the UDC. **Cross reference(s)--Bonds and Guarantees, Ch. 158.**

(7) *Variances.* A variance of off-site improvements may be granted in accordance with Chapter 156 Variances.

(8) *State highways.* The developer shall be required to dedicate sufficient right-of-way to bring those state highways which the Master Street Plan shows to abut or intersect the proposed subdivision into conformance with the right-of-way requirements of the Master Street Plan. The developer shall be required to install a sidewalk adjacent to that portion of a state highway abutting the proposed development; and provided that the Planning Commission or Engineering Division (where applicable for administrative approval) may waive the sidewalk requirement prescribed by this subsection upon application by the developer and a determination by the Planning Commission or Engineering Division (where applicable for administrative approval) that the topography of the proposed development where it abuts a state highway is such that installation of a sidewalk is not practical. Any other improvements required of the developer by the Planning Commission or Engineering Division (where applicable for administrative approval) shall be coordinated with the Arkansas Highway and Transportation Department.

(B) *Minimum improvements by application type.* The property owner/developer shall be responsible for constructing the following minimum improvements.

(1) *Property Line Adjustment.* No improvements are required unless the action would create or exacerbate a nonconforming infrastructure situation such as cutting off a lot from public water, sewer, or street frontage. In such as case the property line adjustment may not be filed of record until the required infrastructure is first constructed to City specifications, or a variance or waiver is granted by the Planning Commission.

(2) *Lot Split.*

(a) *Dedication of right-of-way.* Sufficient right-of-way dedication, to bring those streets which the Master Street Plan shows to abut or intersect the property into conformance with the right-of-way requirements of the Master Street Plan for said streets; provided, the Subdivision Committee or Planning Commission may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.

(i) *Dedications.* The City Council accepts all streets and alleys

located in Fayetteville that have been previously approved and accepted as dedications by the Fayetteville Planning Commission/Subdivision Committee. The City Council confirms the acceptance of all such streets and alleys dedicated by developers/owners to the city which have been approved by the Fayetteville Planning Commission/Subdivision Committee.

- (b) *Monuments and lot stakes.* The surveyor shall cause, preserve, and/or replace monuments and/or lot stakes marking the corners of a parcel to be set in accordance with Section 3.2, general procedures, of the Arkansas Minimum Standards for Property Boundary Surveys and Plats.
  - (c) *Water, sewer, or street frontage.* Any lot that is created shall have adequate street frontage or street access that meets the minimum requirements of the zoning code, and access to public water and sewer as required by city and state code. If a lot split would create or exacerbate a nonconforming situation (such as cutting off a lot from public water, sewer, street frontage, or street access), the lot split may not be filed of record until the required easement is dedicated and/or the infrastructure is first constructed to City specifications, or a variance or waiver is granted by the Planning Commission.
  - (d) *Parkland dedication.* Parks fees shall be assessed for each new residential unit that is constructed on the additional lot(s) in accordance with the parkland dedication requirements outlined in Fayetteville Unified Development Code Chapter 166. Said fees shall be paid prior to issuance of a building permit for construction on the new lot.
- (3) *Preliminary/Final/Concurrent Plat; Large Scale Development; Large or Small Site Improvement Plan.*
- (a) Dedication of right-of-way.
    - (i) *On-site.* Sufficient right-of-way dedication, to bring those streets which the Master Street Plan shows to abut or intersect the property and new streets proposed interior to the property, into conformance with the

right-of-way requirements of the Master Street Plan for said streets, shall be approved by the Planning Commission or Subdivision Committee; provided, the Planning Commission or Subdivision Committee may recommend a lesser dedication in the event of undue hardship or practical difficulties. Such lesser dedication shall be subject to approval by the City Council.

- 1. *Exemption.* Small Site Improvement Plan applications are exempt from this requirement.
- (ii) *Off-site.* Off-site right-of-way dedication may be required as needed to construct off-site street improvements that are required based on the rough proportionality and rational nexus of the impacts of the project.
- (iii) *Dedications.* The City Council accepts all streets and alleys located in Fayetteville that have been previously approved and accepted as dedications by the Fayetteville Planning Commission/Subdivision Committee. The City Council confirms the acceptance of all such streets and alleys dedicated by developers/owners to the city which have been approved by the Fayetteville Planning Commission/Subdivision Committee.
- (b) *Monuments and lot stakes.* The surveyor shall cause, preserve, and/or replace monuments and/or lot stakes marking the corners of a parcel to be set in accordance with Section 3.2, general procedures, of the Arkansas Minimum Standards for Property Boundary Surveys and Plats.
- (c) *Streets.*
  - (i) *On-site.* Widening the street adjacent to the project frontage and construction of all interior streets to meet Master Street Plan standards. Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.

- (ii) *Off-site.* Street widening and/or new street construction off-site may be required to address traffic impacts based on the rough proportion and rational nexus of the impacts of the project. Street grading, base, and paving according to existing city standards and specifications as adopted by the City Council.
- (d) *Curbs and gutters.*
  - (i) *On-site.* Curbs and gutters adjacent to the project frontage according to existing city standards and specifications as adopted by the City Council.
  - (ii) *Off-site.* Curbs and gutters off-site may be required to address drainage and/or traffic impacts based on the rough proportion and rational nexus to impacts of the project. Curbs and gutters according to existing city standards and specifications as adopted by the City Council.
- (e) *Traffic signals.* As determined to be needed based on the rough proportionality and rational nexus of the impacts of the development.
- (f) *Sidewalks.*
  - (i) *On-site.* Sidewalks shall be installed along the property street frontage and along new interior streets according to existing city standards and the Master Street Plan as adopted by the city Council.
  - (ii) *Off-site.* Sidewalks may be required to be installed off-site based on the rough proportionality and rational nexus of the impacts of the development.
- (g) *Streetlights.* Standard 8,000 lumen streetlights (or equal alternative approved by the Planning Division) shall be installed at each intersection or cul-de-sac and along one side of each street or cul-de-sac at intervals of no more than 300 feet; provided, streetlights of higher intensity may be required at intersections with collector streets or arterial streets. Developer are encouraged to utilize high-efficiency (LED or similar) streetlights where possible).
- (h) *Grading and storm drainage system.*
  - (i) The developer shall install storm drainage facilities, including drains, sewers, catch basins, and culverts necessary for the proper drainage of all surface water.
  - (ii) All drainage facilities shall be so designed to serve the entire drainage area.
  - (iii) All surface water drainage shall be transported to existing storm sewers, drainage facilities, or natural drainage ditches approved by the City Engineer.
  - (iv) The City Engineer shall approve all drainage features.
  - (i) *Culverts and bridges.* Culverts and bridges shall be installed where needed in accordance with existing Arkansas State Highway Department standards and specifications.
- (i) *Water supply.*
  - (i) *Accessible public water supply.* When an approved public water supply is reasonably accessible, the developer shall install a system of water mains and shall connect to such supply so that each lot within the subdivision or development shall be provided with a connection to said public water supply. All connections shall be approved by the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.
  - (ii) *Nonaccessible public water supply.* Where an approved public water supply is not reasonably accessible, any private water supply system proposed by the developer must be approved by the county sanitarian and the City Engineer in order to assure that the private water supply system will provide an adequate supply of potable water to every lot in the subdivision or development. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street, if possible.

- (iii) *Fire Hydrants.* Fire hydrants for single-family dwellings and duplexes shall be installed so that the distance between two consecutive fire hydrants does not exceed 800 feet, and no lot is more than 400 feet from a fire hydrant. Fire hydrants for apartment complexes, commercial structures, and industrial structures shall be installed so that the distance between two consecutive fire hydrants does not exceed 600 feet; provided, the fire chief shall have the authority to require additional fire hydrants upon a determination that such additional fire hydrants are necessary to provide adequate fire protection. The fire chief shall develop written criteria to be applied in determining whether additional fire hydrants shall be required.

(j) *Sanitary sewer system.*

- (i) *Public sanitary sewer accessible.* Where a public sanitary sewer is reasonably accessible, the developer shall connect with such sewer, and each lot within the subdivision or development shall be provided with a connection thereto. All connections shall be subject to the approval of the City Engineer. Individual service lines shall be installed, and individual connections shall be made prior to the paving of the street if possible.
- (ii) *Public sanitary sewer not accessible.* Where a subdivision, lot split, or other development is proposed to utilize either individual septic systems or an onsite wastewater treatment system the following is required:
1. *Lot splits resulting in lots less than 1.5 acres.* Prior to the City stamping the lot split document for approval, a letter from the Arkansas Department of Health is required verifying approval of soil tests and that the property could be developed with a septic system.
  2. Prior to the City signing a final or concurrent plat a letter from the Arkansas Department of Health is required indicating

approval of the overall plan for the utilization of either onsite wastewater systems or individual septic permits.

Existing septic systems, sewage disposal fields (leach fields), alternate disposal fields required by state law and water wells on-site or off-site within 100 feet shall be shown on all proposed subdivisions, lot splits, and development plans.

3. *Community sewage systems.* The construction of community sewage systems or decentralized sewer systems shall be prohibited within the City unless expressly permitted by resolution of the City Council.
4. *Annexation of community sewage systems.* Where a community sewage system is annexed into the City, then the following shall apply:
  - a. *Unconstructed systems.* The wastewater system shall be designed such that the entire collection system is a traditional-style gravity sewer system that carries all wastewater flow to centralized treatment facilities and shall meet City standards for design construction. The system must also be designed such that there is one single point of connection from which a future gravity connection can be made to the City sanitary sewer system when the latter becomes available. This connection shall be made at the expense of the owner of the decentralized wastewater system.
  - b. *Constructed systems.* Systems constructed prior to annexation into the City must tie to the City sanitary sewer system when a City sanitary sewer main is constructed within 300 feet of the community



sewage system and such main is reasonably available to the community sewage system. This connection shall be made at the expense of the owner of the decentralized wastewater system.

State law reference(s)--"Arkansas Sewage Disposal Systems Act," A.C.A. §14-236-101 et seq.

- (k) *Trail linkages/corridor/easements.* The developer may be required to construct a trail linkage or corridor or grant a multi-use trail easement for trails shown on the Master Transportation Plan that abut, intersect, or traverse the project site, if it is determined that the improvements bear a rational nexus and rough proportionality to the needs created by the development.

- (l) *Parkland dedication.*

- (i) *Applicability.* The requirements of this subsection shall apply to Lot Splits, replats of subdivisions, Large Scale Developments, and Large Site Improvement Plans; provided, said requirements shall not apply to a Lot Split or replat which does not create one or more vacant lots on which a structure could be erected under the city's zoning regulations.

- (ii) Residential development.

1. *Dedication or fee-in-lieu.* When a proposed residential development does not provide an area or areas for a public park based on the Fayetteville Parks and Recreation Plan, the developer shall be required to make a reasonable dedication of land for public park facilities, or to make a reasonable equivalent contribution in lieu of dedication of land, such contribution to be used for the acquisition and development of park land that serves the subdivision or development.
2. *Parks and Recreation Advisory Board.* Prior to the submittal of a Preliminary Plat, Large Scale Development plan, or Large Site Improvement Plan the developer shall submit to the

Parks and Recreation Advisory Board a concept plat or plan.

3. *Planning Commission.* The developer and the Parks and Recreation Advisory Board shall make a joint recommendation to the Planning Commission as to the land dedication or contribution in lieu of dedication. In the event that they are unable to agree, the developer and advisory board shall make separate recommendations to the Planning Commission who shall determine the issue.
4. *Decision.* If the developer proposes to dedicate land for a public park after consultation with the Parks and Recreation Advisory Board which the Planning Commission determines is suitable for park purposes, the proposed dedication shall be accepted. Upon consent and consultation with the developer and the Parks and Recreation Advisory Board, a developer may dedicate a portion of the required park land dedication and make a contribution of money in lieu of land dedication for the remaining park land dedication requirement. With consent of the Parks and Recreation Advisory Board, this monetary contribution may be used to develop the park land in the development or elsewhere within the quadrant consistent with the Fayetteville Parks and Recreation Plan.
5. *Approval.* The Planning Commission's decision must be incorporated into the developer's Preliminary Plat, Large Scale Development, or Large Site Improvement Plan prior to plat or plan approval.
- a. *Dedication ratios.* Land shall be dedicated at a ratio of .024 acre of land for each single-family dwelling unit and .017 acre of land for each multi-family dwelling unit.

- b. *Fee-in-lieu formulas.* A contribution in lieu of land dedication shall be made according to the following formula:
- \$960.00 for each single-family unit  
\$680.00 for each multi-family unit based upon actual density.
- The Parks Department shall review the contribution formula every two (2) years and make recommendations to the City Council following such review.
8. *Dedication in excess.* If a developer wishes to dedicate park land which exceeds the requirement of this subsection, the developer shall make a written request to the Planning Commission who may grant the developer a credit equivalent to said excess. Said credit shall be applied toward the developer's obligation under this subsection for any subsequent development located in the same park quadrant.
- (iii) *Timing of dedication and/or contribution.* All dedications of land must be made before the city signing the final plat, or issuance of building permits for a Large Scale Development or Large Site Improvement Plan. A Final Plat shall not be released for recordation until the deed for a land dedication is received. Deeded land is dedicated public park land and not subject to any right of reversion or refund. A cash contribution in lieu of required land development shall be payable before the city signing the Final Plat, or issuance of building permits for a Large Scale Development or Large Site Improvement Plan. With the approval of the Planning Commission a developer may pay such contribution in three equal installments to be paid in full within one year of Final Plat approval. If a developer makes a cash contribution in lieu of land dedication, the developer shall be entitled to a pro rata refund, together with the accrued interest therefrom, in the event actual density is less than the density used as the basis for the developer's contribution; provided, no refund shall be made unless application therefore is made in writing to the Zoning and Development Administrator within one year from the date of Final Plat approval. In the event actual density is more than the density used as the basis for a dedication of land or case contribution the developer must make an additional land dedication or contribution in lieu of dedication.
- (iv) *Zoning Requirements.* Lots created for the purpose of park land dedication shall not be required to meet the standards for lot size, bulk and area within any zoning district. Lots created for the purpose of park land dedication to serve the residents of the surrounding area shall not be subject to POA/HOA dues or other fees established for maintenance or other purposes within the neighborhood.
- (v) *Fee-in-lieu allocation.* All money received under this subsection shall be deposited in an interest bearing account. Said money together with the interest, shall be expended within three calendar years of the last date of the calendar year in which it was received for the acquisition and development of park land that services the subdivision for which a contribution in lieu of dedication has been made. If said money has not been expended within the three-year period, said money, together with the interest thereon, shall be refunded to the developer who made the contribution.
- (C) *Other infrastructure improvements.* Other infrastructure improvements may be required where the need for such improvements is created in whole or in part by the proposed development as determined by the City Engineer.

### **166.05 Required Infrastructure Improvements – Development in Planning Area**

#### **(A) Required Infrastructure Improvements Outside the City.**

- (1) *Within One Mile of City Limits.* On and off-site improvements for development outside

the City Limits and within one mile of the City are the same as for those developments within the City Limits as specified in UDC 166.04, with the exception of the park land dedication requirement, which is not required.

- (2) *Beyond One Mile of City Limits.* On and off-site improvements for development outside one mile of the City limits shall meet Washington County standards.

## City of Fayetteville Staff Review Form

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 ADM 09-3463  
 (Amend Chapter 172)  
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City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
 Agenda Items Only

Dara Sanders

Submitted By

Planning

Division

Development Services

Department

## Action Required:

ADM 09-3463: (UDC CH. 172 PARKING AMENDMENT): Submitted by City Planning Staff. The request is to amend Chapters 161 and 172 of the Unified Development Code (UDC) to revise required parking ratios and regulations.

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

☐

*James C. Beto*  
 Department Director

11-24-2009  
 Date

Previous Ordinance or Resolution #

*[Signature]*  
 City Attorney

11-25-09  
 Date

Original Contract Date:

Original Contract Number:

*Paul A. Bunker*  
 Finance and Internal Services Director

11-25-2009  
 Date

Received in City  
 Clerk's Office



*[Signature]*  
 Chief of Staff

11-30-09  
 Date

Received in  
 Mayor's Office



*Donald J. [Signature]*  
 Mayor

11/30/09  
 Date

Comments:

## **CITY COUNCIL AGENDA MEMO**

**To:** Mayor and City Council

**Thru:** Jeremy Pate, Director of Development Services 8

**From:** Dara Sanders, Current Planner

**Date:** November 24, 2009

**Subject:** UDC Chapter 172 Amendments (ADM 09-3463)

### **BACKGROUND**

City Planning Staff is responsible for administering the parking and loading requirements of the Unified Development Code, Chapter 172 and has noted specific allowances and requirements that do not benefit development in the City or work toward achieving the goals and objectives of City Plan 2025. Staff finds that the current parking ratios, regulations, and allowances do not adequately promote the use of or accommodate the needs of alternative forms of transportation (walking, bike, motorcycle, scooter, or bus) nor are they consistent with Fayetteville's peer cities. Minor amendments proposed include the addition of parking ratio and vehicular stacking requirements and elimination of unnecessary regulation; however, staff proposes significant revisions for on-street parking, off-street parking, and variations in the parking requirements.

### **PROPOSAL**

Staff proposes to amend two (2) chapters of the UDC regarding parking requirements and regulations as summarized below and attached in full to this staff report:

| <b>UDC</b>        | <b>Subject</b>                  | <b>Proposed Changes</b>                                                                                                                                                                                                                                                                               |
|-------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 161.20-<br>161.22 | Downtown<br>zoning districts    | Relocated parking regulations from the zoning chapter to Chapter 172                                                                                                                                                                                                                                  |
| 161.28            | Design Overlay<br>District      | Relocated pedestrian access requirement to Chapter 172 for applicability to all development in the City.                                                                                                                                                                                              |
| 172.03            | Accessibility                   | Eliminated the date from the reference to the American's with Disabilities Act                                                                                                                                                                                                                        |
| 172.04            | Parking lot design<br>standards | Inserted pedestrian access requirements, build-to zone parking requirements from Chapter 161.<br><br>Added motorcycle/scooter dimensional requirements and vehicular stacking requirements for drive-through facilities.<br><br>Corrected an error in the driveway dimension requirements for parking |

lots with 9 spaces or more.

|        |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 172.05 | Standards for the number of spaces by use | <p>Stated the requirement to conform to the parking ratios listed in Table 3 and established a rounding rule.</p> <p>Revised the change of use in an existing structure language.</p> <p>Added, reorganized, and revised uses and parking ratios to Table 3 based on research of established standards and practices of peer cities.</p> <p>Substituted the maximum/minimum number allowed by right with various options for increases and reductions to the parking ratios.</p> <p>Inserted the on-street parking allowance.</p> <p>Removed the shared parking language to be included in another section and replaced with off-street parking requirements</p> <p>Inserted motorcycle/scooter parking ratio requirement, maximum number of off-street parking allowed, and permitted reductions from the required off-street parking.</p> <p>Relocated the “reduced parking within mixed use developments” and additional bike rack allowances</p> |
| 172.09 | Off-street loading                        | <p>Removed the requirements for off-street loading berths.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 172.10 | Bicycle parking rack requirements         | <p>Changed the threshold for requiring a bike rack</p> <p>Relocated the reduction allowance to 172.05</p> <p>Revised the rack configuration requirements to allow for custom bike rack subject to Planning Division approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

The ordinance amendments are highlighted and attached to the staff report.

### **RECOMMENDATION**

Staff recommends approval of the proposed amendments to Chapters 161 and 172 of the UDC. This item was heard at the November 9, 2009 Planning Commission meeting and forwarded to the City Council with a unanimous recommendation for approval (6-0-0).

### **BUDGET IMPACT**

None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 161: ZONING REGULATIONS AND 172: PARKING AND LOADING IN ORDER TO UPDATE AND MODIFY EXISTING REQUIREMENTS AND REGULATIONS THAT ADDRESS THE PARKING NEEDS OF ALL FORMS OF TRANSPORTATION, PROVIDE ADDITIONAL PARKING RATIOS, AND TO ELIMINATE UNNECESSARY REGULATION.

**WHEREAS**, certain sections of the City of Fayetteville Unified Development Code Chapter 172: *Parking and Loading* does not work toward achieving the goals and objectives of City Plan 2025; and

**WHEREAS**, the City of Fayetteville recognizes that the Unified Development Code should be revised to promote the use of and accommodation for the needs of alternative forms of transportation; and

**WHEREAS**, the City of Fayetteville recognizes that the Unified Development Code should be revised to benefit the citizens and environment; and

**WHEREAS**, the City of Fayetteville recognizes that the Unified Development Code should be revised to provide additional parking ratios and eliminate unnecessary regulation;

**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 §161.20(H), §161.21(H), and §161.22(H) of the Unified Development Code.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby repeals §161.28(D)(9)(a) of the Unified Development Code and rennumbers the sub-section accordingly.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby repeals §172.03(D) of the Unified Development Code and enacts a replacement §172.03(D) as follows:

“§172.03 (D) *Signage*. Accessible parking spaces for persons with disabilities shall be identified with signs in accordance with the current federal statute of the Americans with Disabilities Act (ADA). Curb ramps shall be provided in accordance with the Americans with Disabilities Act (ADA) wherever an accessible route crosses a curb in the parking lot.”

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby repeals §172.04 *Parking Lot Design Standards* of the Unified Development Code and enacts a replacement §172.04 as shown in Exhibit "A" attached hereto.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby repeals §172.05 *Standards for the Number of Spaces by Use* of the Unified Development Code and enacts a replacement §172.05 as shown in Exhibit "B" attached hereto.

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby repeals §172.09 *Off-Street Loading* and enacts a replacement §172.09 as follows:

"§172.09 *Off-Street Loading*. In all districts, accessory off-street loading berths, open or enclosed, shall be so arranged so that parking and maneuvering will occur on private property."

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby amends §172.10 (A) and (B) to require all new construction that requires five (5) or more parking spaces to provide bicycle parking in accordance with the adopted standards.

Section 8. That the City Council of the City of Fayetteville, Arkansas hereby repeals §172.10(F) *Variations in requirements* and enacts a replacement §172.10(F) as follows:

"§172.10(F) *Variations in requirements*.

(1) *Shared bicycle parking*. Any property owner required to have bicycle parking may elect to establish a shared bicycle parking facility with any other property owner within the same block to meet the combined requirements.

(2) *Rack configuration*. Custom bicycle parking racks may be permitted subject to Planning Division approval. Custom racks shall meet the material and embedment specifications in this chapter. Custom racks in the form of signage or corporate logos shall not be permitted."

**PASSED** and **APPROVED** this the \_\_\_\_ day of \_\_\_\_, 2009.

APPROVED:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

ATTEST:

By: \_\_\_\_\_  
**SONDRA SMITH**, City Clerk



**EXHIBIT A**  
**ADM 09-3463 UDC Ch. 172 Parking & Loading**  
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**172.04 Parking Lot Design Standards**

(See: Illustration: Parking Dimension Factors)

(A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping except as provided for in §172.07(B)(2). Parking lots shall be designed so that parking and unparking can occur without moving other vehicles. Vehicles shall exit the parking lot in a forward motion.

(B) *Pedestrian access.* Pedestrian access shall be provided from the street to the entrance of the structure by way of designated pathway or sidewalk.

(C) *Build-to zone.* No portion of any parking lot shall be located in a build-to zone.

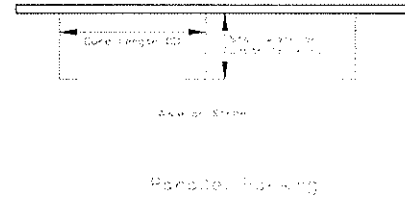
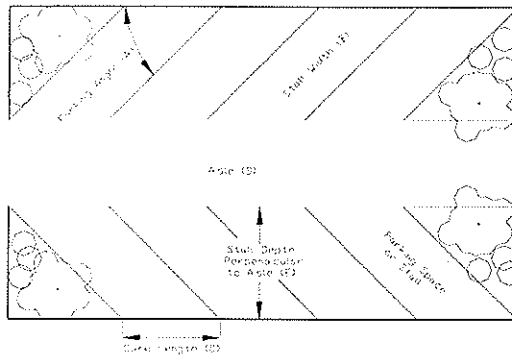
(D) *Compact spaces.* A maximum of 35% of the total spaces may be compact spaces. Compact spaces shall be marked either by marking on the pavement or by separate marker.

(E) *Dimensional requirements.* (See Table 1)

**TABLE 1**  
**DIMENSIONAL REQUIREMENTS**

| Angle<br>(A) | Type               | Width<br>(in ft.)<br>(B) | Curb length<br>(in ft.)<br>(C) | One-way<br>aisle width<br>(in ft.)<br>(D) | Two-way<br>aisle width<br>(in ft.)<br>(D) | Stall depth<br>(in ft.)<br>(E) |
|--------------|--------------------|--------------------------|--------------------------------|-------------------------------------------|-------------------------------------------|--------------------------------|
| 0°           | Standard           | 8                        | 22.5                           | 12                                        | 24                                        | 8                              |
| Parallel     | Compact            | 7.5                      | 19.5                           | 12                                        | 24                                        | 7.5                            |
| 30°          | Standard           | 9                        | 18                             | 12                                        | 24                                        | 17                             |
|              | Compact            | 7.5                      | 15                             | 12                                        | 24                                        | 14                             |
| 45°          | Standard           | 9                        | 12.5                           | 12                                        | 24                                        | 19                             |
|              | Compact            | 7.5                      | 10.5                           | 12                                        | 24                                        | 16                             |
| 60°          | Standard           | 9                        | 10.5                           | 18                                        | 24                                        | 20                             |
|              | Compact            | 7.5                      | 8.5                            | 15                                        | 24                                        | 16.5                           |
| 90°          | Standard           | 9                        | 9                              | 24                                        | 24                                        | 19                             |
|              | Compact            | 7.5                      | 7.5                            | 22                                        | 24                                        | 15                             |
|              | Motorcycle/Scooter | 3                        | 3                              | 12-24                                     | 24                                        | 7.5 - 9                        |

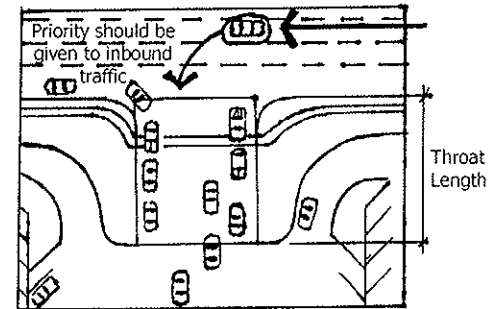
DIMENSIONAL FACTORS



primary access drive. Reduced throat lengths may be permitted for secondary access drives serving large developments.

(F) *Parking Lot Circulation.*

- (1) *Throat length.* The length of driveways or "throat length" shall be designed in accordance with the anticipated storage length for vehicles to prevent them from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. General standards appear below, but these requirements may vary according to the project volume of the individual driveway. These measures generally are acceptable for the principal access to a property and are not intended for minor driveways. Variation from these standards may be permitted for good cause upon approval of the Zoning and Development Administrator and City Engineer.



**TABLE 2**  
**GENERALLY ADEQUATE**  
**DRIVEWAY THROAT LENGTHS**

|                                   |                            |           |
|-----------------------------------|----------------------------|-----------|
| Shopping Centers (Signalized)     | >200,000 GLA* (800) spaces | 200 ft.   |
| Smaller Developments (Signalized) | <200,000 GLA*              | 75-95 ft. |
| Unsignalized Driveways            | --                         | 40-60 ft. |

\*GLA-Gross leaseable area

*Commentary:* The throat lengths in Table 2 are provided to assure adequate stacking space within parking lot driveways for general land use intensities. This helps prevent vehicles from stacking into the thoroughfare as they attempt to enter the parking lot. High traffic generators, such as large shopping plazas, need much greater throat length than smaller developments or those with unsignalized driveways. The guidelines here for larger developments refer to the

- (2) Drive-through facilities. All uses that include a drive-up window or are characterized by patrons remaining in their vehicles to receive service shall meet the following on-site stacking requirements in order to alleviate traffic congestions:
  - (a) Restaurant, fast food: a minimum of four (4) spaces as measured from the drive-thru window
  - (b) Vehicular washes: a minimum of two (2) spaces per car wash bay as measured from the bay.
  - (c) Pharmacies and financial institutions: a minimum of four (4) spaces for one (1) drive-thru window, plus three (3) spaces for each additional drive-thru lane or automated teller machine (ATM), as measured from each drive-thru window.
  - (d) Dry cleaning and laundry services: a minimum of two (2) spaces as measured from the drive-thru window.

**EXHIBIT A**  
**ADM 09-3463 UDC Ch. 172 Parking & Loading**  
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apply for a variance from these requirements subject to Planning Commission approval.

- (3) *Entrances and internal aisle design for parking lots containing 8 parking spaces or less.* The driveway width into parking lots shall meet the following requirements:

(a) *Entrances.*

- (i) *One-way access to parking lots.* If the driveway is a one-way in or one-way out, then the driveway width shall be a minimum of 12 feet and a maximum of 16 feet. Parking lots shall not be located more than 100 feet from the street right-of-way. Commercial solid waste service is required.

- (ii) *Two-way access to parking lots.* For two way access, the driveway width shall be a minimum of 12 feet and a maximum of 24 feet. Parking lots shall not be located more than 100 feet from the street right-of-way. This standard shall only apply when a 2 yard dumpster is allowed.

- (iii) *Driveway width requirements for parking lots located 100 feet or more from the street right-of-way.* Two drive lanes a minimum width of 10 feet each, up to a maximum combined width of 24 feet, shall be required for adequate parking lot access.

- (iv) *Curb radius.* All driveway entrances serving 8 or less parking spaces shall have a minimum curb radius of 10 feet and a maximum of 20 feet.

(b) *Internal aisle design.*

- (i) Aisles shall be designed so that they intersect at 90 degrees with other aisles and driveways where practical.

- (ii) Aisles shall be designed to discourage cut-through traffic by use of landscape islands, and shall meet the requirements of Chapter 177: Landscape Regulations.

- (iii) Aisles shall conform to the dimensional requirements of §172.04(C).

- (c) *Variances.* Development proposals which do not meet these standards may

| Parking Lots With 8 Spaces or Less |                                                                   |
|------------------------------------|-------------------------------------------------------------------|
|                                    | Driveway Dimensional Requirement                                  |
| One Way Access <100'               | 12' Minimum – 16' Maximum                                         |
| Two Way Access <100'               | 12' Minimum - 24' Maximum                                         |
| >100' Driveway Length              | 2 Drive Lanes 10' Minimum Each – 24' Maximum Total Driveway Width |
| Curb Radius                        | 10' Minimum – 20' Maximum                                         |

- (4) *Entrances and internal aisle design for parking lots containing 9 or more parking spaces.* The driveway width into parking lots shall meet the following requirements:

(a) *Entrances.*

- (i) *One-way access to parking lots.* If the driveway is a one-way in or one-way out, then the driveway width shall be a minimum of 12 feet and a maximum of 16 feet.

- (ii) *Two-way access to parking lots.* For two way access, the driveway width shall be a minimum 20 feet and a maximum width of 24 feet, unless otherwise required by the Fire Department.

- (iii) *Collector and Arterial Streets.* Driveways that enter collector and arterial streets may be required to have two outbound lanes (one for each turning direction) and one inbound lane for a maximum total driveway width of 39 feet.

- (iii) *Curb radius.* All driveways serving 9 or more parking spaces shall have a curb radius of 15 feet for curb cuts on local streets and a curb cut radius of 20 feet for collector, minor arterial and arterial streets.

(b) *Internal aisle design.*

## EXHIBIT A

### ADM 09-3463 UDC Ch. 172 Parking & Loading

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- (i) Aisles shall be designed so that they intersect at 90 degrees with other aisles and driveways where practical.
  - (ii) Aisles shall be designed to discourage cut-through traffic by use of landscape islands, and shall meet the requirements of Chapter 177: Landscape Regulations.
  - (iii) Aisles shall conform to the dimensional requirements of §172.04(C).
  - (4) *Parking lot location.* Parking lots shall be set back with a minimum of 35' of undisturbed area required adjacent to the street right-of-way.
  - (5) *Multifamily and non-residential uses.* Developers of multi-family and non-residential uses in the Hillside Overlay District are encouraged to refer to the Hillside Best Management Practices Manual for guidance and direction in the design of their project.
- (c) *Waivers.* Development proposals which do not meet these standards may apply for waiver from these requirements subject to Planning Commission approval.

(Ord. 4725, 7-19-05; Ord. No. 4855, 4-18-06; Ord. No. 4917, 9-05-06; Ord. 5044, 8-07-07; Ord. 5079, 11-20-07)

| Parking Lots With 9 Spaces or More |                                                                    |
|------------------------------------|--------------------------------------------------------------------|
|                                    | Driveway Dimensional Requirement                                   |
| One Way Access                     | 12' Minimum -- 16' Maximum                                         |
| Two Way Access                     | 2 Drive Lanes 10' Minimum Each -- 24' Maximum Total Driveway Width |
| Collector/Arterial Streets         | 3 Drive Lanes - Maximum of 39'                                     |
| Curb Radius - Local                | 15'                                                                |
| Curb Radius - Collector/ Arterial  | 20'                                                                |

#### (G) Hillside/Hilltop Overlay District.

- (1) *Separation of Parking Pads in Multi-Family, and Non-Residential Development.* Parking pads shall be separated by a minimum undisturbed area of 15 feet between parking pads. Streets and access drives are permitted to cross this undisturbed area.
- (2) *Cut and Fill Slopes.* Parking pads should be encouraged to utilize cut slopes with retaining walls to minimize disturbance.
- (3) *Maximum number of spaces per parking lot for multi-family and non-residential uses.* Parking pads shall have a maximum of 30 spaces per pad.

**172.05 Standards For The Number Of Spaces By Use**

*Main Street Center, and Downtown General zoning districts.*

**(A) Required parking.**

(1) *Required number of spaces.* A proposed use shall conform to the established parking ratios listed in Table 3. The minimum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards. For all parking space requirements resulting in a fraction, the fraction shall be:

(a) rounded to the next higher whole number when the fraction is 0.5 or higher.

(b) rounded to the next lower whole number when the fraction is less than 0.5.

(2) *Change of use - existing structure.* A change of use in an existing structure may be permitted if the use adequately meets the minimum parking ratio standards herein. A change of use shall not be penalized for existing parking spaces that exceed the required parking ratios included in this chapter.

(3) *Change of use – waiver.* In Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.

(4) *Building footprint – waiver.* In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.

(5) *Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas -* Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the *Downtown Core*,

**TABLE 3**  
**PARKING RATIOS**  
**(Use/Required Spaces)**

| Residential                    |                     |
|--------------------------------|---------------------|
| Single-family, duplex, triplex | 2 per dwelling unit |
| Multi-family or townhouse      | 1 per bedroom       |

| Commercial                                |                                                                                            |
|-------------------------------------------|--------------------------------------------------------------------------------------------|
| Agricultural supply                       | 1 per 500 sq. ft. of GFA                                                                   |
| Amusement                                 | 1 per 200 sq. ft. of GFA                                                                   |
| Auditorium                                | 1 per 4 seats                                                                              |
| Auto/motorcycle service stations          | 4 per each enclosed service bay                                                            |
| Bank                                      | 1 per 200 sq. ft. of GFA                                                                   |
| Barber or beauty shop                     | 2 per chair                                                                                |
| Building/home improvement supply          | 1 per 500 sq. ft. of GFA                                                                   |
| Coin-operated laundry                     | 1 per 3 machines                                                                           |
| Dry cleaning                              | 1 per 300 sq. ft. of retail area and 1 per employee                                        |
| Hotels and motels                         | 1 per guest room, plus 75% of spaces required for accessory uses.                          |
| Furniture and carpet store                | 1 per 500 sq. ft. of GFA                                                                   |
| Plant nursery                             | 1 per 1,000 sq. ft. of indoor/outdoor retail area                                          |
| Restaurants                               | 1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.                        |
| Retail                                    | 1 per 250 sq. ft. of GFA                                                                   |
| Retail fuel sales with convenience stores | 1 per 200 sq. ft. of retail FA; spaces at pump islands are counted toward this requirement |
| Retail fuel sales only                    | 3 per each employee; spaces at pump islands are counted toward this requirement            |

| Office                |                          |
|-----------------------|--------------------------|
| Medical/Dental office | 1 per 250 sq. ft. of GFA |
| Professional office   | 1 per 300 sq. ft. of GFA |
| Sales office          | 1 per 200 sq. ft. of GFA |

| Public and Institutional Uses     |                                                                                                           |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------|
| Nonprofit Commercial              |                                                                                                           |
| Art gallery, library, museum      | 1 per 1,000 sq. ft. of GFA                                                                                |
| Auditorium                        | 1 per 4 seats, provided only auditorium space is counted in determining parking                           |
| Child care center, nursery school | 1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated      |
| Church/religious institution      | 1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces |
| College auditorium                | 1 per 4 seats                                                                                             |

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|                                                                                                                                      |                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| College dormitory                                                                                                                    | 1 per sleeping room                                                                                                                             |
| College or university                                                                                                                | 1 per 500 sq. ft. of classroom area                                                                                                             |
| Community center                                                                                                                     | 1 per 250 sq. ft. of GFA                                                                                                                        |
| Cooperative housing                                                                                                                  | 1 per 2 occupants                                                                                                                               |
| Convalescent home, assisted living, nursing home                                                                                     | 1 per 2 beds                                                                                                                                    |
| Detention home                                                                                                                       | 1 per 1,500 sq. ft. of GFA                                                                                                                      |
| Elderly Housing                                                                                                                      | 1 per 2 units                                                                                                                                   |
| Funeral homes                                                                                                                        | 1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business                       |
| Government facilities                                                                                                                | 1 per 500 square feet of floor area                                                                                                             |
| Hospital                                                                                                                             | 1 per bed                                                                                                                                       |
| Convalescent home                                                                                                                    | 1 per bed                                                                                                                                       |
| School--elementary and junior high                                                                                                   | 1 per employee plus 1 space per classroom                                                                                                       |
| School--senior high                                                                                                                  | 1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater |
| Zoo                                                                                                                                  | 1 per 2,000 sq. ft. of land area                                                                                                                |
| All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space) | 1 per 4 occupants                                                                                                                               |

**Manufacturing/Industrial**

|                  |                                                                      |
|------------------|----------------------------------------------------------------------|
| Manufacturing    | 1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater |
| Heavy industrial | 1 per 1,200 sq. ft. of GFA                                           |
| Extractive uses  | Adequate for all employees, trucks, and equipment                    |

**Recreational Uses**

|                                   |                                                                                                                        |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Amusement park, miniature golf    | 1 per 1,000 sq. ft. of site area                                                                                       |
| Bowling alley                     | 6 per lane                                                                                                             |
| Commercial recreation             | 1 per 200 sq. ft. of GFA                                                                                               |
| Commercial recreation-large sites | 1 per 1,000 sq. ft. of site area                                                                                       |
| Dance hall, bar or tavern         | 1 per 50 sq. ft. of GFA, excluding kitchen                                                                             |
| Golf course                       | 3 per hole                                                                                                             |
| Golf driving range                | 1 per tee box                                                                                                          |
| Health club, gym                  | 1 per 150 sq. ft. of GFA                                                                                               |
| Regional or community park        | 2 per acre of accessible active and passive space                                                                      |
| Neighborhood park                 | None                                                                                                                   |
| Private club or lodge             | 1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater |
| Riding stable                     | 1 per acre; not required to be paved                                                                                   |

|                             |                   |
|-----------------------------|-------------------|
| Tennis court                | 2 per court       |
| Theater                     | 1 per 4 seats     |
| All other recreational uses | 1 per 4 occupants |

**Warehousing and Wholesale**

|                                          |                            |
|------------------------------------------|----------------------------|
| Warehousing                              | 1 per 2,000 sq. ft. of GFA |
| Wholesale                                | 1 per 1,000 sq. ft. of GFA |
| Center for collecting recycled materials | 1 per 1,000 sq. ft. of GFA |

(B) *On-street parking.* Permitted on-street parking spaces adjacent to a project frontage may count toward the parking requirements for all development, subject to approval by the Zoning and Development Administrator. Each on-street parking space provided may count toward the total required parking spaces for the development.

(C) *Off-street parking.*

(1) *Motorcycle and scooter parking.* In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

(2) *Maximum number allowed.* Developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

(a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

(I) Bioswales

(II) constructed wetlands

(III) pervious pavement

(IV) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in

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- addition to all other landscaping requirements.
- (3) *Reductions.* Developments may utilize the following reductions to the required off-street parking ratios listed in Table 3 when the following standards are met:
- (a) *Transit stops.* Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).
  - (b) *Motorcycle and scooter spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.
  - (c) *Bike racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
  - (d) *Shared parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
    - (i) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with nonconflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
    - (ii) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
    - (iii) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.
- (e) *Reduced parking within mixed use developments.* Parking requirements may be reduced where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
- (i) *Request for parking space reduction.* A shared parking plan must be prepared to the satisfaction of the Planning Commission showing that parking spaces most conveniently serve the land uses intended, directional signage is proved if appropriate, and pedestrian links are direct and clear.
  - (ii) *Calculating parking space reductions.* Parking space reductions can be determined by a calculation using Table 4, Parking Occupancy Rates. If the calculation does show a parking space regulation reduction to be feasible, the applicant shall submit a parking reduction worksheet showing the process for calculating the reduction as outlined herein. The calculation using Table 4, Occupancy Rates shall be conducted as follows:
    - a. *Determine minimum spaces required.* The minimum number of parking spaces that are to be provided and maintained for each use shall be determined by using Table 3, Parking Ratios.
    - b. *Calculate occupancy rates.* The minimum number of parking spaces shall be multiplied by the "occupancy rate" (the percentage) provided in Table 4, Parking Occupancy Rates, for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods, respectively.
  - (iii) *Sum parking spaces.* Sum the parking spaces for the combined uses for each time period. The number of parking spaces from the time period with the highest

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calculated number of parking spaces shall be the number of spaces required for the shared parking facility

**TABLE 4**  
**Parking Occupancy Rates**  
 (Percent of basic minimum needed during time period)

| Uses                                               | M-F<br>8am-<br>5pm | M-F<br>6pm-<br>12am | M-F<br>12am-<br>6am | Sat. &<br>Sun.<br>8am-<br>5pm | Sat.<br>&<br>Sun.<br>6pm-<br>5pm | Sat.<br>&<br>Sun.<br>12am<br>- 6am |
|----------------------------------------------------|--------------------|---------------------|---------------------|-------------------------------|----------------------------------|------------------------------------|
| <b>Land Use Categories</b>                         |                    |                     |                     |                               |                                  |                                    |
| Residential                                        | 60%                | 100%                | 100%                | 80%                           | 100%                             | 100%                               |
| Commercial*                                        | 90%                | 80%                 | 5%                  | 100%                          | 70%                              | 5%                                 |
| Office                                             | 100%               | 20%                 | 5%                  | 5%                            | 5%                               | 5%                                 |
| Public &<br>Institutional<br>Uses (non-<br>church) | 100%               | 20%                 | 5%                  | 10%                           | 10%                              | 5%                                 |
| Public &<br>Institutional<br>Uses (church)         | 10%                | 5%                  | 5%                  | 100%                          | 50%                              | 5%                                 |
| Manufacturing/<br>Industrial                       | 100%               | 60%                 | 40%                 | 50%                           | 30%                              | 10%                                |
| Warehouse/                                         |                    |                     |                     |                               |                                  |                                    |

|                                 |      |      |      |      |      |      |
|---------------------------------|------|------|------|------|------|------|
| Wholesale                       | 100% | 20%  | 5%   | 5%   | 5%   | 5%   |
| Recreation                      | 40%  | 100% | 10%  | 80%  | 100% | 50%  |
| <b>Specific Commercial Uses</b> |      |      |      |      |      |      |
| Hotel                           | 70%  | 100% | 100% | 70%  | 100% | 100% |
| Restaurant                      | 70%  | 100% | 10%  | 70%  | 100% | 20%  |
| Theater                         | 40%  | 80%  | 10%  | 80%  | 100% | 10%  |
| Conference/<br>Convention       | 100% | 100% | 5%   | 100% | 100% | 5%   |

Source: Shared Parking Planning Guidelines, Institute of Transportation Engineers.

\*Some specific uses have different occupancy rates. Check under "Specific Commercial Uses" with the rest of the table.

- (4) Increases or reductions in excess of those identified herein shall be allowed only as a conditional use and shall be granted in accordance with Chapter 163, governing applications of conditional uses, procedures, and upon the finding that the increase or reduction is needed.

(Ord. 4567, 05-04-04; Ord. 4930, 10-03-06; Ord. 5118, 3-18-08)



|         |                                            |
|---------|--------------------------------------------|
| Unit 28 | Center for collecting recyclable materials |
| Unit 29 | Dance Halls                                |
| Unit 35 | Outdoor music establishments               |
| Unit 36 | Wireless communications facilities         |
| Unit 40 | Sidewalk Cafes                             |
| Unit 42 | Clean technologies                         |

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

|                                                                        | Central Business District | Shopping Center |
|------------------------------------------------------------------------|---------------------------|-----------------|
| Front                                                                  | 5 ft.                     | 25 ft.          |
| Front, if parking is allowed between the right-of-way and the building | 50 ft.                    | 50 ft.          |
| Side                                                                   | None                      | None            |
| Side, when contiguous to a residential district                        | 10 ft.                    | 25 ft.          |
| Rear, without easement or alley                                        | 15 ft.                    | 25 ft.          |
| Rear, from center line of a public alley                               | 10 ft.                    | 10 ft.          |

(F) Height regulations. Maximum height is six stories or 84feet whichever is less. Above four stories, there shall be a stepback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.

Buildings already in existence or for which a Large Scale Development or Planned Zoning District has been fully approved prior to the date of passage of this ordinance shall be grandfathered in and not be considered as nonconforming structures as a result of the passage of this ordinance.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08)

## 161.20 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which

provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

|         |                                        |
|---------|----------------------------------------|
| Unit 1  | City-wide uses by right                |
| Unit 4  | Cultural and recreational facilities   |
| Unit 5  | Government facilities                  |
| Unit 8  | Single-family dwellings                |
| Unit 9  | Two-family dwellings                   |
| Unit 10 | Three-family dwellings                 |
| Unit 12 | Offices, studios and related services  |
| Unit 13 | Eating places                          |
| Unit 14 | Hotel, motel, and amusement facilities |
| Unit 15 | Neighborhood shopping goods            |
| Unit 16 | Shopping goods                         |
| Unit 17 | Trades and Services                    |
| Unit 19 | Commercial recreation, small sites     |
| Unit 24 | Home occupations                       |
| Unit 25 | Professional offices                   |
| Unit 26 | Multi-family dwellings                 |
| Unit 34 | Liquor stores                          |

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 29 | Dance Halls                              |
| 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.* None.

(E) *Setback regulations.*

|                     |                                                                                                                                                                          |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Front               | The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line. |
| Side, facing street | The principal façade of a building shall be built within a build-to zone                                                                                                 |

|                                                |                                                                                                 |
|------------------------------------------------|-------------------------------------------------------------------------------------------------|
|                                                | that is located between the front property line and a line 25 ft. from the front property line. |
| Side, internal                                 | None                                                                                            |
| Rear, without easement or alley                | 5 ft.                                                                                           |
| Rear, from center line of an easement or alley | 12 ft.                                                                                          |

(F) *Minimum buildable street frontage.* 80% of lot width.

(G) *Height regulations.* Maximum height is 12 stories or 168 feet which ever is less.

(H) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to zone facing a public right of way.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5195, 11-6-08)

## 161.21 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street / Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street/Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

|         |                                        |
|---------|----------------------------------------|
| Unit 1  | City-wide uses by right                |
| Unit 4  | Cultural and recreational facilities   |
| Unit 5  | Government facilities                  |
| Unit 8  | Single-family dwellings                |
| Unit 9  | Two-family dwellings                   |
| Unit 10 | Three-family dwellings                 |
| Unit 12 | Offices, studios and related services  |
| Unit 13 | Eating places                          |
| Unit 14 | Hotel, motel, and amusement facilities |
| Unit 15 | Neighborhood shopping goods            |
| Unit 16 | Shopping goods                         |
| Unit 17 | Trades and services                    |
| Unit 19 | Commercial recreation, small sites     |

|         |                        |
|---------|------------------------|
| Unit 24 | Home occupations       |
| Unit 25 | Professional offices   |
| Unit 26 | Multi-family dwellings |
| Unit 34 | Liquor stores          |

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 18 | Gasoline services stations and drive in restaurants |
| Unit 28 | Center for collecting recyclable materials          |
| Unit 29 | Dance halls                                         |
| 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 (all unit types) | 18 ft. |
|---------------------------|--------|

(2) *Lot area minimum.* None.

(E) *Setback regulations.*

|                                                |                                                                                                                                                                          |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Front                                          | The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line. |
| Side, facing street                            | The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line. |
| Side, internal                                 | None                                                                                                                                                                     |
| Rear, without easement or alley                | 5 ft.                                                                                                                                                                    |
| Rear, from center line of an easement or alley | 12 ft.                                                                                                                                                                   |



(F) *Minimum buildable street frontage.* 75% of lot width.

(G) *Height Regulations.* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 4 stories or 56 feet, whichever is less. A building or a portion of a building that is located 15 feet or greater from the front property line or any master street plan right-of-way line shall have a maximum height of 6 stories or 84 feet, which ever is less.

~~(H) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right-of-way.~~

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5042, 8-07-07; Ord. 5195, 11-6-08)

### 161.22 Downtown General.

(A) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

|         |                                       |
|---------|---------------------------------------|
| Unit 1  | City-wide uses by right               |
| Unit 4  | Cultural and recreational facilities  |
| Unit 5  | Government facilities                 |
| Unit 8  | Single-family dwellings               |
| Unit 9  | Two-family dwellings                  |
| Unit 10 | Three-family dwellings                |
| Unit 12 | Offices, studios and related services |
| Unit 13 | Eating places                         |
| Unit 15 | Neighborhood shopping goods           |
| Unit 24 | Home occupations                      |
| Unit 25 | Professional offices                  |
| Unit 26 | Multi-family dwellings                |

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

|         |                                            |
|---------|--------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit   |
| Unit 3  | Public protection and utility facilities   |
| Unit 14 | Hotel, motel and amusement services        |
| Unit 16 | Shopping goods                             |
| Unit 17 | Trades and services                        |
| Unit 19 | Commercial recreation, small sites         |
| Unit 28 | Center for collecting recyclable materials |
| Unit 36 | Wireless communication facilities          |
| Unit 40 | Sidewalk Cafes                             |

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

|                           |        |
|---------------------------|--------|
| Dwelling (all unit types) | 18 ft. |
|---------------------------|--------|

(2) *Lot area minimum.* None.

(E) *Setback regulations.*

|                                                |                                                                                                                                                                          |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Front                                          | The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line. |
| Side, facing street                            | The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line. |
| Side, internal                                 | None                                                                                                                                                                     |
| Rear, without easement or alley                | 5 ft.                                                                                                                                                                    |
| Rear, from center line of an easement or alley | 12 ft.                                                                                                                                                                   |

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

~~(H) *Parking regulations.* No parking lots are allowed to be located in the front or side build-to-zone facing a public right-of-way.~~

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07)

### 161.23 Neighborhood Conservation

|        |                       |
|--------|-----------------------|
| Unit 5 | Government facilities |
|--------|-----------------------|

(2) *Conditional uses.*

|         |                                          |
|---------|------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit |
| Unit 3  | Public protection and utility facilities |
| Unit 26 | Multi-family dwellings                   |
| Unit 36 | Wireless communications facilities       |
| Unit 42 | Clean technologies                       |

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

|                                                                        |        |
|------------------------------------------------------------------------|--------|
| Front                                                                  | 30 ft. |
| Front, if parking is allowed between the right-of-way and the building | 50 ft. |
| Side                                                                   | 20 ft. |
| Side, when contiguous to a residential district                        | 25 ft. |
| Rear                                                                   | 25 ft. |
| Rear, from center line of public alley                                 | 10 ft. |

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5073, 11-06-07; Ord. 5195, 11-6-08)

### 161.27 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

|         |                         |
|---------|-------------------------|
| Unit 1  | City-wide uses by right |
| Unit 30 | Extractive uses         |

(2) *Conditional uses.*

|        |                                          |
|--------|------------------------------------------|
| Unit 2 | City-wide uses by conditional use permit |
|--------|------------------------------------------|

(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

|                   |                                                                                                                                                                         |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lot width minimum | The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles. |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(2) *Lot area minimum.*

|                  |          |
|------------------|----------|
| Lot area minimum | 10 acres |
|------------------|----------|

(E) *Setback regulations.*

|                                                                                                 |         |
|-------------------------------------------------------------------------------------------------|---------|
| From all property lines (including street frontage) when contiguous to all R districts          | 200 ft. |
| From all property lines (including street frontage) when contiguous to P, A, C, and I districts | 100 ft. |

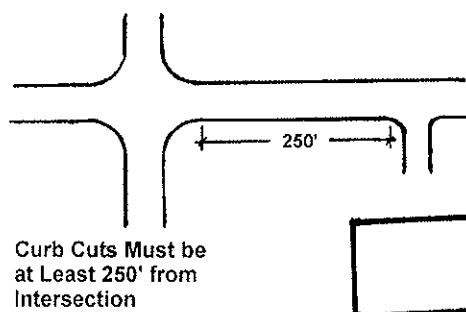
(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99)

### 161.28 Design Overlay District (I-540 Highway Corridor)

(A) *Purpose.* The purpose of establishing a Design Overlay District for the I-540 Highway Corridor is as follows:

- (1) To protect and enhance the distinctive scenic quality of the I-540 Highway Corridor by providing for nonresidential developments which will maximize preservation and enhancement of the natural, rural, and open character of the terrain and foliage.
- (2) To address the issues of traffic and safety.
- (3) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, drainage and heat islands.
- (4) To preserve and enhance the economic value and viability of property within and near the Overlay District for the I-540 Highway Corridor.

(B) *Overlay District boundaries.* The Overlay District encompasses all lands lying within 660 feet of each side of the right-of-way of I-540 from the intersection of I-540 and State Highway 471 (a/k/a 71B) north to the city limits of Fayetteville, (a/k/a the 71 Bypass and/or John Paul Hammerschmidt Expressway), and also that portion known as State Highway 471S described more fully as that portion of State Highway 471 which connects I-540 to State Highway 471 (a/k/a North College) and all future extensions of I-540 within the City of Fayetteville. Said boundaries are set out on the official plat pages along with a legal description of such boundaries located in the Planning Division.



(C) *Application of Overlay District: Regulations and standards.* The regulations and standards contained herein shall apply to all nonresidential properties, (including, but not limited to new development), located within the Overlay District boundaries. Such regulations and standards shall be in addition to and shall overlay all other ordinance regulations and standards, including, but not limited to nonresidential zoning district and signage regulations and standards. Should the regulations and standards of the underlying and Overlay District conflict, the Overlay District regulations and standards shall control.

(D) *Nonresidential site design and development standards.*

(1) *Greenspace.* A minimum of 25 feet of landscaped greenspace exclusive of right-of-way shall be provided along the highway right-of-way and any public street to which the development has frontage. Parking lots shall not encroach into the greenspace and shall be screened when abutting a required greenspace area. Trees shall be planted at the interval of one tree per 30 linear feet of greenspace area when practicable.

(2) *Signs*

(a) The only permitted free standing signs shall be monument signs. Only indirect lighting may be used for illumination of all signs.

(b) All signs shall otherwise comply with *Chapter 174 Signs* and any variance shall be considered pursuant to § 156.06 of the *Unified Development Code*.

(3) *Curb cuts.* One curb shall be allowed per 200 feet of frontage. No curb cuts shall be allowed within 250 feet of any intersection.

(4) *Exterior appearance.* All structures shall be architecturally designed to have front facades facing all street and highway right-of-way. An elevation drawing shall be submitted for each side of the building that faces a street or highway.

(5) *Building material.* Buildings shall be constructed of wood, masonry, or natural looking materials. No structures shall be allowed that have metal side walls UNLESS such metal siding is similar in appearance to wood, masonry, or natural looking material.

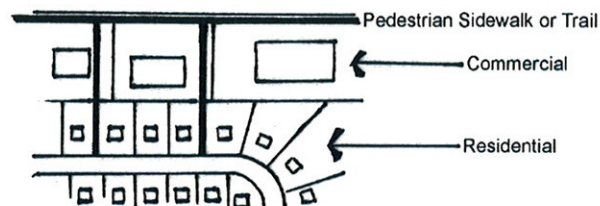
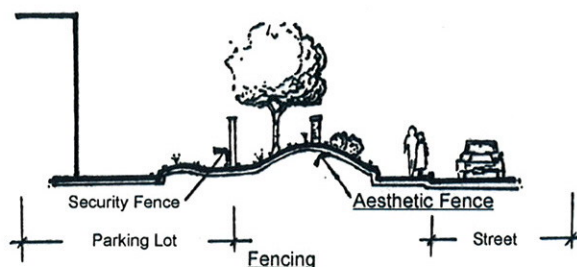
(6) *Site coverage.* Twenty-five percent (25%) of the site shall be left in open space. Eighty percent (80%) of the open space shall be landscaped which may include ponds and fountains.

(7) *Optional fencing.* All fencing shall be constructed of wood, masonry, or natural looking materials. No optional fencing shall be located within the greenspace required by Section (D)(1). No metal fencing shall be allowed except in the following cases:

(a) Wrought iron fencing.

(b) If other types of metal fencing are necessary, for security purposes, they may be used if the area is first fenced off with a view obscuring natural or natural looking fencing material. The metal fencing shall be placed inside the view obscuring fencing, and the view obscuring fencing shall be at least the height of the metal fencing.





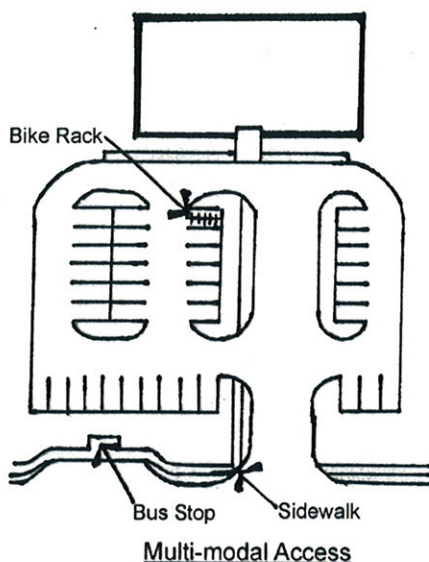
Pedestrian Linkages to Different Zones

- (8) *Outdoor storage of material and equipment.* All outdoor storage of material and equipment shall be screened with natural vegetation.

- (9) *Access.*

(a) *Pedestrian.* Pedestrian access shall be provided from the street to the entrance of the structure by way of a designated trail or sidewalk.

(b) *Multi-modal.* Multi-modal access may be required on nonresidential sites within the Design Overlay District. (For example: The provision of bus stops, bicycle racks, parking stalls for car pools, and bicycle and pedestrian walks and trails).



- (E) *Nonresidential developments and multiple building sites.* In the case of nonresidential development involving multiple building sites, whether on one or more platted lots, the above-described regulations shall apply to the development as an entire tract rather than to each platted lot.

- (F) *Large scale development.* All nonresidential development within the Design Overlay District shall be reviewed through the large scale development procedure and shall meet all those requirements regulating large scale developments regardless of the size of the tract.

- (G) *Exemptions.*

- (1) Undeveloped or partially developed lots in nonresidential subdivisions lying within the Design Overlay District for I-540 Highway Corridor which have received preliminary or final approval as nonresidential subdivision prior to June 28, 1994, are hereby exempt from compliance with Ordinance No. 3806 (§ 161.21).
- (2) Owners of lots within nonresidential subdivisions which obtained preliminary or final approval as nonresidential subdivisions prior to June 28, 1994, and not included in the specifically exempted properties may apply for an exemption to the Fayetteville Zoning and Development Administrator. The Zoning and Development Administrator shall respond to the application in writing within 10 working days of the receipt of the application.
- (3) Completed development upon property subject to such exemption not in compliance with the standards set forth in Ordinance No. 3806 (§ 161.21) shall be considered pre-existing conforming structures.
- (4) Nothing contained herein shall limit or prohibit property owners from utilizing the variance provisions contained in Ordinance No. 3806 (§ 161.21).

## CHAPTER 172: PARKING AND LOADING

### 172.01 Purpose

The regulations of this section are intended to reinforce community standards and to promote safe and attractive parking lots for new, redeveloped, and expanded development within the city. The size, number, design, landscaping, and location of parking lots are regulated in order to:

- (A) Provide for the safe and orderly circulation of motor vehicles within parking lots;
- (B) Provide safe ingress and egress to parking lots from public and private streets;
- (C) Protect adjoining properties from the adverse impacts associated with parking lots such as noise, lighting, appearance, drainage, and effect on property values;
- (D) Provide adequate areas for off-street parking and storage of motor vehicles, while at the same time preventing over-supply of parking in mixed-use circumstances; and,
- (E) Enhance the appearance of parking lots in all zoning districts.

### 172.02 Parking Lot Construction Standards

- (A) *Permits and plan.* For parking lots containing five (5) or more spaces, building, and grading permits and site and grading plans shall be required prior to any initiation of work.
- (B) *Surfacing.* Parking lots shall be asphalt, semi-permeable soil pavers, or concrete, graded and drained to dispose of surface water into appropriate structures.
- (C) *Barriers.* Parking lots shall be provided with wheel guards or curbs so located that no part of a parked vehicle will extend into or over the sidewalks, property lines, or street right-of-way.
- (D) *Striping and marking.* Parking lots spaces shall be striped to indicate the location of the individual spaces, directional arrows shall be provided at the entrance of aisles and entry drives, and accessible spaces shall be marked meeting current Americans with Disabilities Act (ADA) requirements. Such striping and marking shall be in accordance with the Manual on Uniform Traffic Control Devices.

### 172.03 Accessibility

- (A) *ADA reference.* Accessibility for persons with disabilities in parking lots and building approaches shall be as required by the current ADA and as may from time to time be amended.
- (B) *Location and size.* Location and minimum stall size of accessible parking spaces, passenger loading zones, or valet parking facilities, when provided for public or governmental buildings and facilities, shall meet the standards adopted in the ADA.
- (C) *Buildings.* Accessibility guidelines (ADAAG) for buildings and facilities, Appendix A to 28 C.F.R. Part 36, or the current federal standard.
- (D) *Signage.* Accessible parking spaces for persons with disabilities shall be identified with signs in accordance with the ADA of 1990 or the current federal statute of the Americans with Disabilities Act (ADA). Curb ramps shall be provided in accordance with ADA of 1990 the Americans with Disabilities Act (ADA) wherever an accessible route crosses a curb in the parking lot.
- (E) *Minimum number of accessible spaces.* The following table shall be used to determine the minimum number of accessible parking spaces to be provided for persons with disabilities:

| Total parking spaces in lot or garage | Minimum number of accessible spaces               |
|---------------------------------------|---------------------------------------------------|
| 1—25                                  | 1                                                 |
| 26—50                                 | 2                                                 |
| 51--75                                | 3                                                 |
| 76--100                               | 4                                                 |
| 101--150                              | 5                                                 |
| 151--200                              | 6                                                 |
| 201--300                              | 7                                                 |
| 301--400                              | 8                                                 |
| 401--500                              | 9                                                 |
| 501--1000                             | 2% of total spaces                                |
| Over 1000                             | 20 spaces + 1 space for each 100 spaces over 1000 |

- (F) *Facilities providing medical care.* Facilities providing medical care and other services for persons with mobility impairments shall provide accessible parking spaces as follows:
  - (1) *Outpatient facilities.* Outpatient units and facilities shall provide a minimum of 10% of the total number of parking spaces provided serving each such outpatient unit or facility, but in no event shall less than one such parking space be provided.



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- (2) *Specialized facilities.* Units and facilities that specialize in treatment or services for persons with mobility impairments shall provide 20% of the total number of parking spaces provided serving each such unit or facility, but in no event shall less than one such parking space be provided.
- (G) *Multi-family dwellings.* Multi-family dwellings containing four (4) or more dwelling units shall provide accessible parking spaces as follows:
- (1) *Fair Housing Act reference.* Accessible parking shall be provided which meets the provision in the Final Housing Accessibility Guidelines, 24 C.F.R., Chapter 1, Subchapter A, Appendix II, of the Fair Housing Act of 1968, as amended, or the current federal standard.
- (2) *Number of required accessible space.* Designated accessible parking shall be provided for at least two (2) percent of the dwelling units and at facilities such as swimming pools and clubhouses that serve accessible buildings. Additional designated accessible parking shall be provided on request of residents with disabilities, on the same terms and with the full range of choices that are provided for other residents of the development.

- (3) *Visitor parking.* Accessible visitor parking that provides sufficient access to grade level entrances of multi-family dwellings is also required.

### 172.04 Parking Lot Design Standards

(See: Illustration: Parking Dimension Factors)

- (A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping except as provided for in §172.07(B)(2). Parking lots shall be designed so that parking and unparking can occur without moving other vehicles. Vehicles shall exit the parking lot in a forward motion.
- (B) *Pedestrian access.* Pedestrian access shall be provided from the street to the entrance of the structure by way of designated pathway or sidewalk.
- (C) *Build-to zone.* No portion of any parking lot shall be located in a build-to zone.
- (D) *Compact spaces.* A maximum of 35% of the total spaces may be compact spaces. Compact spaces shall be marked either by marking on the pavement or by separate marker.
- (E) *Dimensional requirements.* (See Table 1)

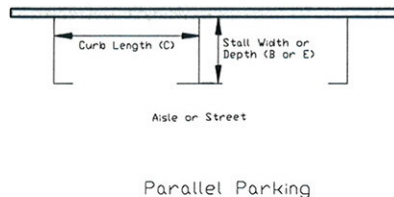
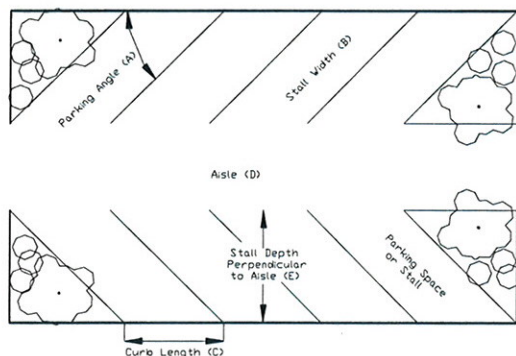
TABLE 1  
DIMENSIONAL REQUIREMENTS

| Angle<br>(A) | Type               | Width<br>(in ft.)<br>(B) | Curb length<br>(in ft.)<br>(C) | One-way<br>aisle width<br>(in ft.)<br>(D) | Two-way<br>aisle width<br>(in ft.)<br>(D) | Stall depth<br>(in ft.)<br>(E) |
|--------------|--------------------|--------------------------|--------------------------------|-------------------------------------------|-------------------------------------------|--------------------------------|
| 0°           | Standard           | 8                        | 22.5                           | 12                                        | 24                                        | 8                              |
| Parallel     | Compact            | 7.5                      | 19.5                           | 12                                        | 24                                        | 7.5                            |
| 30°          | Standard           | 9                        | 18                             | 12                                        | 24                                        | 17                             |
|              | Compact            | 7.5                      | 15                             | 12                                        | 24                                        | 14                             |
| 45°          | Standard           | 9                        | 12.5                           | 12                                        | 24                                        | 19                             |
|              | Compact            | 7.5                      | 10.5                           | 12                                        | 24                                        | 16                             |
| 60°          | Standard           | 9                        | 10.5                           | 18                                        | 24                                        | 20                             |
|              | Compact            | 7.5                      | 8.5                            | 15                                        | 24                                        | 16.5                           |
| 90°          | Standard           | 9                        | 9                              | 24                                        | 24                                        | 19                             |
|              | Compact            | 7.5                      | 7.5                            | 22                                        | 24                                        | 15                             |
|              | Motorcycle/Scooter | 3                        | 3                              | 12-24                                     | 24                                        | 7.5 - 9                        |



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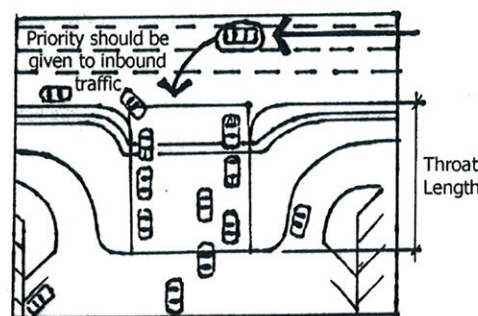
## Parking Dimension Factors



### (F) Parking Lot Circulation.

- (1) **Throat length.** The length of driveways or "throat length" shall be designed in accordance with the anticipated storage length for vehicles to prevent them from backing into the flow of traffic on the public street or causing unsafe conflicts with on-site circulation. General standards appear below, but these requirements may vary according to the project volume of the individual driveway. These measures generally are acceptable for the principal access to a property and are not intended for minor driveways. Variation from these standards may be permitted for good cause upon approval of the Zoning and Development Administrator and City Engineer.

shopping plazas, need much greater throat length than smaller developments or those with unsignalized driveways. The guidelines here for larger developments refer to the primary access drive. Reduced throat lengths may be permitted for secondary access drives serving large developments.



**TABLE 2**  
GENERALLY ADEQUATE  
DRIVEWAY THROAT LENGTHS

|                                   |                            |           |
|-----------------------------------|----------------------------|-----------|
| Shopping Centers (Signalized)     | >200,000 GLA* (800) spaces | 200 ft.   |
| Smaller Developments (Signalized) | <200,000 GLA*              | 75-95 ft. |
| Unsignalized Driveways            | --                         | 40-60 ft. |

\*GLA-Gross leaseable area

*Commentary:* The throat lengths in Table 2 are provided to assure adequate stacking space within parking lot driveways for general land use intensities. This helps prevent vehicles from stacking into the thoroughfare as they attempt to enter the parking lot. High traffic generators, such as large

- (2) **Drive-through facilities.** All uses that include a drive-up window or are characterized by patrons remaining in their vehicles to receive service shall meet the following on-site stacking requirements in order to alleviate traffic congestions:

- (a) Restaurant, fast food: a minimum of four (4) spaces as measured from the drive-thru window
- (b) Vehicular washes: a minimum of two (2) spaces per car wash bay as measured from the bay.
- (c) Pharmacies and financial institutions: a minimum of four (4) spaces for one (1) drive-thru window, plus three (3) spaces for each additional drive-thru lane or

automated teller machine (ATM), as measured from each drive-thru window.

(d) Dry cleaning and laundry services: a minimum of two (2) spaces as measured from the drive-thru window.

- (3) *Entrances and internal aisle design for parking lots containing 8 parking spaces or less.* The driveway width into parking lots shall meet the following requirements:

(a) *Entrances.*

- (i) *One-way access to parking lots.* If the driveway is a one-way in or one-way out, then the driveway width shall be a minimum of 12 feet and a maximum of 16 feet. Parking lots shall not be located more than 100 feet from the street right-of-way. Commercial solid waste service is required.
- (ii) *Two-way access to parking lots.* For two way access, the driveway width shall be a minimum of 12 feet and a maximum of 24 feet. Parking lots shall not be located more than 100 feet from the street right-of-way. This standard shall only apply when a 2 yard dumpster is allowed.
- (iii) *Driveway width requirements for parking lots located 100 feet or more from the street right-of-way.* Two drive lanes a minimum width of 10 feet each, up to a maximum combined width of 24 feet, shall be required for adequate parking lot access.
- (iv) *Curb radius.* All driveway entrances serving 8 or less parking spaces shall have a minimum curb radius of 10 feet and a maximum of 20 feet.

(b) *Internal aisle design.*

- (i) Aisles shall be designed so that they intersect at 90 degrees with other aisles and driveways where practical.
- (ii) Aisles shall be designed to discourage cut-through traffic by use of landscape islands, and shall meet the requirements of Chapter 177: Landscape Regulations.

- (iii) Aisles shall conform to the dimensional requirements of §172.04(C).

- (c) *Waivers.* Development proposals which do not meet these standards may apply for a waiver from these requirements subject to Planning Commission approval.

| Parking Lots With 8 Spaces or Less |                                                                   |
|------------------------------------|-------------------------------------------------------------------|
|                                    | Driveway Dimensional Requirement                                  |
| One Way Access <100'               | 12' Minimum – 16' Maximum                                         |
| Two Way Access <100'               | 12' Minimum - 24' Maximum                                         |
| >100' Driveway Length              | 2 Drive Lanes 10' Minimum Each – 24' Maximum Total Driveway Width |
| Curb Radius                        | 10' Minimum – 20' Maximum                                         |

- (4) *Entrances and internal aisle design for parking lots containing 9 or more parking spaces.* The driveway width into parking lots shall meet the following requirements:

(a) *Entrances.*

- (i) *One-way access to parking lots.* If the driveway is a one-way in or one-way out, then the driveway width shall be a minimum of 12 feet and a maximum of ~~24~~ 16 feet.
- (ii) *Two-way access to parking lots.* For two way access, the driveway width shall be a minimum 20 feet and a maximum width of 24 feet, unless otherwise required by the Fire Department.
- (iii) *Collector and Arterial Streets.* Driveways that enter collector and arterial streets may be required to have two outbound lanes (one for each turning direction) and one inbound lane for a maximum total driveway width of 39 feet.
- (iii) *Curb radius.* All driveways serving 9 or more parking spaces shall have a curb radius of 15 feet for curb cuts on local streets and a curb cut radius of 20 feet for collector, minor arterial and arterial streets.

(b) *Internal aisle design.*



- (i) Aisles shall be designed so that they intersect at 90 degrees with other aisles and driveways where practical.
- (ii) Aisles shall be designed to discourage cut-through traffic by use of landscape islands, and shall meet the requirements of Chapter 177: Landscape Regulations.
- (iii) Aisles shall conform to the dimensional requirements of §172.04(C).

- (c) *Waivers.* Development proposals which do not meet these standards may apply for waiver from these requirements subject to Planning Commission approval.

| Parking Lots With 9 Spaces or More |                                                                   |
|------------------------------------|-------------------------------------------------------------------|
|                                    | Driveway Dimensional Requirement                                  |
| One Way Access                     | 12' Minimum – 16' Maximum                                         |
| Two Way Access                     | 2 Drive Lanes 10' Minimum Each – 24' Maximum Total Driveway Width |
| Collector/Arterial Streets         | 3 Drive Lanes - Maximum of 39'                                    |
| Curb Radius - Local                | 15'                                                               |
| Curb Radius - Collector/ Arterial  | 20'                                                               |

**(G) Hillside/Hilltop Overlay District.**

- (1) *Separation of Parking Pads in Multi-Family, and Non-Residential Development.* Parking pads shall be separated by a minimum undisturbed area of 15 feet between parking pads. Streets and access drives are permitted to cross this undisturbed area.
- (2) *Cut and Fill Slopes.* Parking pads should be encouraged to utilize cut slopes with retaining walls to minimize disturbance.
- (3) *Maximum number of spaces per parking lot for multi-family and non-residential uses.* Parking pads shall have a maximum of 30 spaces per pad.
- (4) *Parking lot location.* Parking lots shall be set back with a minimum of 35' of undisturbed area required adjacent to the street right-of-way.

- (5) *Multifamily and non-residential uses.* Developers of multi-family and non-residential uses in the Hillside Overlay District are encouraged to refer to the Hillside Best Management Practices Manual for guidance and direction in the design of their project.

(Ord. 4725, 7-19-05; Ord. No. 4855, 4-18-06; Ord. No. 4917, 9-05-06; Ord. 5044, 8-07-07; Ord. 5079, 11-20-07)

## 172.05 Standards For The Number Of Spaces By Use

*(A) Required parking.*

- (1) Required number of spaces. A proposed use shall conform to the established parking ratios listed in Table 3. The minimum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards. For all parking space requirements resulting in a fraction, the fraction shall be:

(a) rounded to the next higher whole number when the fraction is 0.5 or higher.

(b) rounded to the next lower whole number when the fraction is less than 0.5.

- (2) ~~Change of use in an existing structure.~~ Except as outlined in (2) and (3) below, change of use in mixed-use developments or developments that have entered an approved shared parking agreement requires a parking demand analysis using Table 4, Parking Occupancy Rates. The property owner shall notify the Planning Division when a change of use is proposed. A forecast deficiency greater than 15% must be met by the construction of additional parking spaces, payment of in lieu fees, support of shuttle service, other trip reduction programs satisfactory to the city, or a combination hereof.

Change of use - existing structure. A change of use in an existing structure may be permitted if the use adequately meets the minimum parking ratio standards herein. A change of use shall not be penalized for existing parking spaces that exceed the required parking ratios included in this chapter.

- (3) *Change of use – waiver.* In Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are



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waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.

- (4) *Building footprint – waiver.* In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.

- (5) *Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas -* Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the *Downtown Core, Main Street Center, and Downtown General* zoning districts.

**TABLE 3**  
**PARKING RATIOS**  
(Use/Required Spaces)

| Residential                    |                     |
|--------------------------------|---------------------|
| Single-family, duplex, triplex | 2 per dwelling unit |
| Multi-family or townhouse      | 1 per bedroom       |

| Commercial                                             |                                                                                |
|--------------------------------------------------------|--------------------------------------------------------------------------------|
| <u>Agricultural supply</u>                             | <u>1 per 500 sq. ft. of GFA</u>                                                |
| Amusement                                              | 1 per 200 sq. ft. of GFA                                                       |
| Auditorium                                             | 1 per 4 seats                                                                  |
| Auto/motorcycle service stations                       | 4 per each enclosed service bay                                                |
| Bank                                                   | 1 per 200 sq. ft. of GFA                                                       |
| Barber or beauty shop                                  | 2 per chair                                                                    |
| <u>Building/home improvement supply</u>                | <u>1 per 500 sq. ft. of GFA</u>                                                |
| Coin-operated laundry                                  | 1 per 3 machines                                                               |
| <u>Dry cleaning</u>                                    | <u>1 per 300 sq. ft. of retail area and 1 per employee</u>                     |
| <u>Hospital and convalescent home</u>                  | <u>1 per bed</u>                                                               |
| Hotels and motels                                      | 1 per guest room, plus 75% of spaces required for accessory uses.              |
| <u>Regional antique and furniture and carpet store</u> | <u>1 per 500 sq. ft. of GFA</u>                                                |
| <u>Plant nursery</u>                                   | <u>1 per 1,000 sq. ft. of indoor/outdoor retail area</u>                       |
| Restaurants                                            | 1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.            |
| Retail                                                 | 1 per 250 sq. ft. of GFA                                                       |
| Retail fuel sales with convenience stores              | 1 per 200 sq. ft. of retail FA; spaces at pump islands are counted toward this |

|                        | requirement                                                                     |
|------------------------|---------------------------------------------------------------------------------|
| Retail fuel sales only | 3 per each employee; spaces at pump islands are counted toward this requirement |

Office

|                       |                          |
|-----------------------|--------------------------|
| Medical/Dental office | 1 per 250 sq. ft. of GFA |
| Professional office   | 1 per 300 sq. ft. of GFA |
| Sales office          | 1 per 200 sq. ft. of GFA |

Public and Institutional Uses  
Nonprofit Commercial

|                                                                                                                                      |                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Art gallery, library, museum                                                                                                         | 1 per 1,000 sq. ft. of GFA                                                                                                                      |
| Auditorium                                                                                                                           | 1 per 4 seats, provided only auditorium space is counted in determining parking                                                                 |
| Child care center, nursery school                                                                                                    | 1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated                                            |
| Church/religious institution                                                                                                         | 1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces                                       |
| College auditorium                                                                                                                   | 1 per 4 seats                                                                                                                                   |
| College dormitory                                                                                                                    | 1 per sleeping room                                                                                                                             |
| College or university                                                                                                                | 1 per 500 sq. ft. of classroom area                                                                                                             |
| Community center                                                                                                                     | 1 per 250 sq. ft. of GFA                                                                                                                        |
| <u>Cooperative housing</u>                                                                                                           | <u>1 per 2 occupants</u>                                                                                                                        |
| <u>Convalescent home, assisted living, nursing home</u>                                                                              | <u>1 per 2 beds</u>                                                                                                                             |
| Detention home                                                                                                                       | 1 per 1,500 sq. ft. of GFA                                                                                                                      |
| <u>Elderly Housing</u>                                                                                                               | <u>1 per 2 units</u>                                                                                                                            |
| Funeral homes                                                                                                                        | 1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business                       |
| Government facilities                                                                                                                | 1 per 500 square feet of floor area                                                                                                             |
| Hospital                                                                                                                             | 1 per bed                                                                                                                                       |
| Convalescent home                                                                                                                    | 1 per bed                                                                                                                                       |
| School--elementary and junior high                                                                                                   | 1 per employee plus 1 space per classroom                                                                                                       |
| School--senior high                                                                                                                  | 1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater |
| Zoo                                                                                                                                  | 1 per 2,000 sq. ft. of land area                                                                                                                |
| All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space) | 1 per 4 occupants                                                                                                                               |

Manufacturing/Industrial

|                  |                                                                      |
|------------------|----------------------------------------------------------------------|
| Manufacturing    | 1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater |
| Heavy industrial | 1 per 1,200 sq. ft. of GFA                                           |



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|                 |                                                   |
|-----------------|---------------------------------------------------|
| Extractive uses | Adequate for all employees, trucks, and equipment |
|-----------------|---------------------------------------------------|

Recreational Uses

|                                   |                                                                                                                        |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Amusement park, miniature golf    | 1 per 1,000 sq. ft. of site area                                                                                       |
| Bowling alley                     | 6 per lane                                                                                                             |
| Commercial recreation             | 1 per 200 sq. ft. of GFA                                                                                               |
| Commercial recreation-large sites | 1 per 1,000 sq. ft. of site area                                                                                       |
| Dance hall, bar or tavern         | 1 per 50 sq. ft. of GFA, excluding kitchen                                                                             |
| Golf course                       | 3 per hole                                                                                                             |
| Golf driving range                | 1 per tee box                                                                                                          |
| Health club, gym                  | 1 per 150 sq. ft. of GFA                                                                                               |
| Regional or community park        | 2 per acre of accessible active and passive space                                                                      |
| Playfield, playground             | None                                                                                                                   |
| Neighborhood park                 | None                                                                                                                   |
| Private club or lodge             | 1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater |
| Riding stable                     | 1 per acre; not required to be paved                                                                                   |
| Tennis court                      | 2 per court                                                                                                            |
| Theater                           | 1 per 4 seats                                                                                                          |
| All other recreational uses       | 1 per 4 occupants                                                                                                      |

Warehousing and Wholesale

|                                          |                            |
|------------------------------------------|----------------------------|
| Warehousing                              | 1 per 2,000 sq. ft. of GFA |
| Wholesale                                | 1 per 1,000 sq. ft. of GFA |
| Center for collecting recycled materials | 1 per 1,000 sq. ft. of GFA |

- (B) ~~Maximum/minimum number allowed.~~ Parking lots may contain up to 30% more spaces than the required spaces and 30% less spaces than the required spaces. Any additional spaces above 30% or below 30% shall be allowed only as a conditional use and shall be granted in accordance with Chapter 163, governing applications of conditional uses; procedures, and upon the finding that additional spaces are needed

On-street parking. Permitted on-street parking spaces adjacent to a project frontage may count toward the parking requirements for all development, subject to approval by the Zoning and Development Administrator. Each on-street parking space provided may count toward the total required parking spaces for the development.

- (C) ~~Shared parking.~~ Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

- (1) ~~Shared parking between developments.~~ Formal arrangements that share parking between intermittent uses with nonconflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

- (2) ~~Shared parking agreements.~~ If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

- (3) ~~Shared spaces.~~ Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

Off-street parking.

- (1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

- (2) Maximum number allowed. Developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

- (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

- (b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

(I) Bioswales

(II) constructed wetlands

(III) pervious pavement

(IV) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

- (c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.



(3) Reductions. Developments may utilize the following reductions to the required off-street parking ratios listed in Table 3 when the following standards are met:

(a) Transit stops. Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).

(b) Motorcycle and scooter spaces. Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.

(c) Bike racks. Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

(d) Shared parking. Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(i) Shared parking between developments. Formal arrangements that share parking between intermittent uses with nonconflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

(ii) Shared parking agreements. If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

(iii) Shared spaces. Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

(e) Reduced parking within mixed use developments. Parking requirements may be reduced where it can be determined that the peak parking

demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(i) Request for parking space reduction. A shared parking plan must be prepared to the satisfaction of the Planning Commission showing that parking spaces most conveniently serve the land uses intended, directional signage is proved if appropriate, and pedestrian links are direct and clear.

(ii) Calculating parking space reductions. Parking space reductions can be determined by a calculation using Table 4, Parking Occupancy Rates. If the calculation does show a parking space regulation reduction to be feasible, the applicant shall submit a parking reduction worksheet showing the process for calculating the reduction as outlined herein. The calculation using Table 4, Occupancy Rates shall be conducted as follows:

a. Determine minimum spaces required. The minimum number of parking spaces that are to be provided and maintained for each use shall be determined by using Table 3, Parking Ratios.

b. Calculate occupancy rates. The minimum number of parking spaces shall be multiplied by the "occupancy rate" (the percentage) provided in Table 4, Parking Occupancy Rates, for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods, respectively.

(iii) Sum parking spaces. Sum the parking spaces for the combined uses for each time period. The number of parking spaces from the time period with the highest calculated number of parking spaces shall be the number of spaces required for the shared parking facility.



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TABLE 4

Parking Occupancy Rates

(Percent of basic minimum needed during time period)

| Uses                                               | M-F<br>8am-<br>5pm | M-F<br>6pm-<br>12am | M-F<br>12am-<br>6am | Sat. &<br>Sun.<br>8am-<br>5pm | Sat.<br>&<br>Sun.<br>6pm-<br>5pm | Sat.<br>&<br>Sun.<br>12am<br>- 6am |
|----------------------------------------------------|--------------------|---------------------|---------------------|-------------------------------|----------------------------------|------------------------------------|
| Land Use Categories                                |                    |                     |                     |                               |                                  |                                    |
| Residential                                        | 60%                | 100%                | 100%                | 80%                           | 100%                             | 100%                               |
| Commercial*                                        | 90%                | 80%                 | 5%                  | 100%                          | 70%                              | 5%                                 |
| Office                                             | 100%               | 20%                 | 5%                  | 5%                            | 5%                               | 5%                                 |
| Public &<br>Institutional<br>Uses (non-<br>church) | 100%               | 20%                 | 5%                  | 10%                           | 10%                              | 5%                                 |
| Public &<br>Institutional<br>Uses (church)         | 10%                | 5%                  | 5%                  | 100%                          | 50%                              | 5%                                 |
| Manufacturing/<br>Industrial                       | 100%               | 60%                 | 40%                 | 50%                           | 30%                              | 10%                                |
| Warehouse/<br>Wholesale                            | 100%               | 20%                 | 5%                  | 5%                            | 5%                               | 5%                                 |
| Recreation                                         | 40%                | 100%                | 10%                 | 80%                           | 100%                             | 50%                                |
| Specific Commercial Uses                           |                    |                     |                     |                               |                                  |                                    |
| Hotel                                              | 70%                | 100%                | 100%                | 70%                           | 100%                             | 100%                               |
| Restaurant                                         | 70%                | 100%                | 10%                 | 70%                           | 100%                             | 20%                                |
| Theater                                            | 40%                | 80%                 | 10%                 | 80%                           | 100%                             | 10%                                |
| Conference/<br>Convention                          | 100%               | 100%                | 5%                  | 100%                          | 100%                             | 5%                                 |

Source: Shared Parking Planning Guidelines, Institute of Transportation Engineers.

\*Some specific uses have different occupancy rates. Check under "Specific Commercial Uses" with the rest of the table.

(4) Increases or reductions in excess of those identified herein shall be allowed only as a conditional use and shall be granted in accordance with Chapter 163, governing applications of conditional uses, procedures, and upon the finding that the increase or reduction is needed.

(E) Reduced parking within mixed use developments. Parking requirements may be reduced where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(1) Request for parking space reduction. A shared parking plan must be prepared to the satisfaction of the Planning Commission showing that parking spaces most conveniently serve the land uses intended, directional signage is proved if appropriate, and pedestrian links are direct and clear.

(2) Calculating parking space reductions.

Parking space reductions can be determined by a calculation using Table 4, Parking Occupancy Rates. If the calculation does show a parking space regulation reduction to be feasible, the applicant shall submit a parking reduction worksheet showing the process for calculating the reduction as outlined herein. The calculation using Table 4, Occupancy Rates shall be conducted as follows:

(a) Determine minimum spaces required.

The minimum number of parking spaces that are to be provided and maintained for each use shall be determined by using Table 3, Parking Ratios.

(b) Calculate occupancy rates.

The minimum number of parking spaces shall be multiplied by the "occupancy rate" (the percentage) provided in Table 4, Parking Occupancy Rates, for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods, respectively.

(3) Sum parking spaces.

Sum the parking spaces for the combined uses for each time period. The number of parking spaces from the time period with the highest calculated number of parking spaces shall be the number of spaces required for the shared parking facility.

TABLE 4

Parking Occupancy Rates

(Percent of basic minimum needed during time period)

| Uses                                               | M-F<br>8am-<br>5pm | M-F<br>6pm-<br>12am | M-F<br>12am-<br>6am | Sat. &<br>Sun.<br>8am-<br>5pm | Sat.<br>&<br>Sun.<br>6pm-<br>5pm | Sat.<br>&<br>Sun.<br>12am<br>- 6am |
|----------------------------------------------------|--------------------|---------------------|---------------------|-------------------------------|----------------------------------|------------------------------------|
| Land-Use-Categories                                |                    |                     |                     |                               |                                  |                                    |
| Residential                                        | 60%                | 100%                | 100%                | 80%                           | 100%                             | 100%                               |
| Commercial*                                        | 90%                | 80%                 | 5%                  | 100%                          | 70%                              | 5%                                 |
| Office                                             | 100%               | 20%                 | 5%                  | 5%                            | 5%                               | 5%                                 |
| Public &<br>Institutional<br>Uses (non-<br>church) | 100%               | 20%                 | 5%                  | 10%                           | 10%                              | 5%                                 |
| Public &<br>Institutional<br>Uses (church)         | 10%                | 5%                  | 5%                  | 100%                          | 50%                              | 5%                                 |
| Manufacturing/<br>Industrial                       | 100%               | 60%                 | 40%                 | 50%                           | 30%                              | 10%                                |
| Warehouse/<br>Wholesale                            | 100%               | 20%                 | 5%                  | 5%                            | 5%                               | 5%                                 |
| Recreation                                         | 40%                | 100%                | 10%                 | 80%                           | 100%                             | 50%                                |
| Specific Commercial Uses                           |                    |                     |                     |                               |                                  |                                    |



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|                           |      |      |      |      |      |      |
|---------------------------|------|------|------|------|------|------|
| Hotel                     | 70%  | 100% | 100% | 70%  | 100% | 100% |
| Restaurant                | 70%  | 100% | 10%  | 70%  | 100% | 20%  |
| Theater                   | 40%  | 80%  | 10%  | 80%  | 100% | 10%  |
| Conference/<br>Convention | 100% | 100% | 5%   | 100% | 100% | 5%   |

Source: Shared Parking Planning Guidelines, Institute of Transportation Engineers.

\*Some specific uses have different occupancy rates. Check under "Specific Commercial Uses" with the rest of the table.

(Ord. 4567, 05-04-04; Ord. 4930, 10-03-06; Ord. 5118, 3-18-08)

### 172.06 Parking Lot Location Standards

The location of all required and nonrequired parking lots with five (5) or more spaces shall meet the location requirements below. All conditional uses hereunder shall be granted by the Planning Commission in accordance with Chapter 163, governing applications of conditional uses; procedures.

- (A) *Permitted locations by right.* Parking lots shall be located within the same zoning district as the use they serve. Required parking lots for uses allowed by right within a zoning district are allowed as a use by right in the same zoning district.
- (B) *Permitted locations as a conditional use.*
  - (1) Parking lots located within residential zones which serve uses in nonresidential zones may be allowed as a conditional use by the Planning Commission.
  - (2) Parking lots for uses allowed as conditional uses within residential zones must also be approved as a conditional use. A conditional use for a parking lot may be approved at the same time the use is approved or may be approved separately if additional parking lots are developed later.

The Planning Commission shall make a finding based upon the size, scale, and location of these activities that the proposed parking lot will not adversely affect adjacent residential uses or the residential character of the neighborhood.

**Cross reference(s)**--Uses Conditions, Ch. 163.

- (C) *Off-site locations.* If off-street parking cannot be provided on the same lot as the principal use due to existing buildings or the shape of the parcel, parking lots may be located on other property not more than 600 feet distant from the principal use, subject to conditional use approval by the Planning Commission.

- (D) *Intermittent parking.* Uses which generate only intermittent demand for parking, such as churches, may count available on-street parking within 600 feet of the building as part of required parking, subject to the approval of the Planning Commission.

### 172.07 Reserved

(Ord. 4917, 09-05-06)

### 172.08 Nonconforming Parking Lots

All parking lots and/or parking areas which were in existence prior to the effective date of this ordinance may continue in a nonconforming state until such time as the following shall occur:

- (A) *Rehabilitation.* A building permit is granted to rehabilitate a structure on the property exceeding 50% of the current replacement cost of the structure. At such time, 50% of the existing parking lot use area shall be required to be brought into compliance with the provisions of this ordinance. This shall continue on a graduated scale in accordance with the percentage of rehabilitation cost; and/or
- (B) *Enlargement or reconstruction.* A building permit is granted to enlarge or reconstruct a structure on the property exceeding 10% of its existing gross floor area. At such time 10% of the existing parking lot and/or parking lot area shall be brought into compliance with the provisions of this section. This shall be on a graduated scale until reaching 100% of the required landscaping; and/or
- (C) *New curb cut.* A new curb cut permit is granted for the nonconforming parking lot. At such time the parking lot and/or parking area shall be required to be brought into compliance with the provisions of this ordinance.

**Cross reference(s)**--Variances, Ch. 156.

(Code 1965, App. A., Art. 8(9); Ord. No. 1747, 6-29-70; Ord. No. 2380, 9-20-77; Ord. No. 2549, 8-7-79; Code 1991, §160.117; Ord. No. 3870, §4, 2-21-95; Ord. No. 3962, §§1, 2, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4127, §1 (Ex. A), 12-15-98; Ord. No. 4319, 6-5-01; Ord. No. 4412, (Ex. A), 9-3-02)

### 172.09 Off-Street Loading

In all districts, accessory off-street loading berths, open or enclosed, shall be provided in conformity with the requirements set forth in this section and shall be so arranged so that parking and maneuvering will be on private property.

- (A) *Number of off-street loading berths.* The number of off-street loading berths required for various uses is set forth in the table below. The Planning Commission may reduce these requirements



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after receiving and reviewing a development plan under the provisions of §§166.05 and 166.06.

\*See; Table.

(B) ~~Location of off-street loading berths.~~

(1) ~~Same lot as use.~~ Off-street loading berths shall be located on the same lot as the use for which they are provided.

(2) ~~Setback or court space.~~ Such berths may occupy all or any part of any required setback or court space, and no such berth may be located closer than 50 feet to any other property in an A or R district.

(3) ~~Size.~~ Each loading berth shall be at least 10 feet wide, 30 feet long and 14 feet high, unless otherwise specified herein. Any required off-street loading space shall be surfaced with a durable and dustless surface and shall be so arranged and marked as to provide for orderly and safe unloading and loading.

| Type of Use- <sup>a</sup>                                                                                                                                                                                                                                                                          | Floor area (sq. ft.) up to which no berths are required | Range of floor area (sq. ft.) for which one (1) berth is required | Additional floor area (sq. ft.) which necessitates and additional berth- <sup>b</sup> |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------|
|                                                                                                                                                                                                                                                                                                    |                                                         |                                                                   | From                                                                                  | To      |
| Apartment houses, apartment hotels, group housing, and hospitals                                                                                                                                                                                                                                   | 50,000                                                  | 50,001                                                            | 200,000                                                                               | 200,000 |
| Auditoriums                                                                                                                                                                                                                                                                                        | 40,000                                                  | 40,001                                                            | 100,000                                                                               | 100,000 |
| Banks                                                                                                                                                                                                                                                                                              | 40,000                                                  | 40,001                                                            | 100,000                                                                               | 100,000 |
| Bowling alleys                                                                                                                                                                                                                                                                                     | 25,000                                                  | 25,001                                                            | 100,000                                                                               | 100,000 |
| Established handling sale and consumption of alcoholic beverages, food or refreshments on the premises; retail stores (individual or in groups); furniture and appliance stores, motor vehicle sales, wholesale establishments, household equipment or furniture repair shops, or machinery sales; |                                                         |                                                                   |                                                                                       |         |
| Truck Berths:                                                                                                                                                                                                                                                                                      |                                                         |                                                                   |                                                                                       |         |
| 10 ft. x 25 ft.                                                                                                                                                                                                                                                                                    | 2,000                                                   | 2,001                                                             | 8,000                                                                                 |         |
| 10 ft. x 25 ft. plus                                                                                                                                                                                                                                                                               |                                                         | 8,001                                                             | 25,000                                                                                |         |
| 10 ft. x 45 ft. plus                                                                                                                                                                                                                                                                               |                                                         | 25,001                                                            | 40,000                                                                                |         |
| 10 ft. x 45 ft. plus                                                                                                                                                                                                                                                                               |                                                         | 40,001                                                            | 100,000                                                                               |         |
| 10 ft. x 45 ft. plus                                                                                                                                                                                                                                                                               |                                                         | 100,001                                                           | 250,000                                                                               | 200,000 |
|                                                                                                                                                                                                                                                                                                    |                                                         |                                                                   |                                                                                       |         |

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|                                    |        |         |         |         |
|------------------------------------|--------|---------|---------|---------|
| Hotels                             | 40,000 | 400,001 | 150,001 | 150,000 |
| Manufacturing and industrial uses: | 2,000  | 2,001   | 40,000  |         |
| Plus                               |        | 40,001  | 100,000 | 100,000 |
| Mortuaries                         | 8,000  | 8,001   | 100,000 | 100,000 |
| Theaters                           | 8,000  | 8,001   | 25,000  | 50,000  |

- (a) In the case of a use not listed in the table, the requirements for the most similar use shall apply.  
(b) One additional berth is required for the unit of additional floor area shown or major fraction thereof.

(Code 1991, §160.116; Ord. No. 4100, §2 (Ex. A), 6-16-98)

### 172.10 Bicycle Parking Rack Requirements

(A) When bicycle parking racks are required. All proposed new construction requiring **twenty-five (25)** off-street, automobile parking spaces or more shall require bicycle parking. All proposed or required expansions in automobile parking lots shall also meet the requirements of this ordinance.

(B) Amount of bicycle parking racks required. The following table shall be used to determine the minimum number of bicycle parking racks to be provided. (Note: each rack equals two bicycle parking spaces).

| Total bicycle racks required | Equivalent total off-street automobile parking required by code in a non-residential development | Equivalent total off-street automobile parking required by code in a residential development |
|------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1                            | <b>25-30</b>                                                                                     | <b>25-50</b>                                                                                 |
| 2                            | 31-60                                                                                            | 51-100                                                                                       |
| 3                            | 61-90                                                                                            | 101-150                                                                                      |
| 4                            | 91-120                                                                                           | 151-200                                                                                      |
| 5                            | 121-150                                                                                          | 201-250                                                                                      |
| 1 additional rack per/       | Each additional 100 spaces                                                                       | Each additional 150 spaces                                                                   |

(C) Definition of a bicycle parking rack. Each bicycle parking rack holds two bicycles. Each rack shall be an inverted U-type rack (as per specifications).

(D) Spacing of racks. Each bicycle parking space shall have 2' 0" x 6' x 0" clear space, paved or unpaved, beside the rack allowing each rack to potentially count as two spaces. The 2' 0"

dimension may overlap another bicycle parking space such that racks positioned in a parallel row may be 2' 6" on center (See: Figure 1).

(E) Position of bicycle parking racks.

- (1) Bicycle parking racks should be located within 50 feet of a public entry.
- (2) Bicycle parking facilities should have adequate lighting for the operation of combination and key locks at night and to minimize theft.
- (3) Bicycle parking racks should be positioned so that no pedestrian traffic is impeded.
- (4) Bicycle parking racks should not be located within bus stops, loading zones, or other curb space where on-street parking is permitted unless approved by the City Engineer.
- (5) Bicycle parking racks shall have a 15' 0" clearance from the edge of fire hydrants.
- (6) Bicycle parking racks should have a 4' 0" clearance from existing street furniture, including mailboxes and light poles.
- (7) Bicycle parking rack location shall not interfere with ADA standards.

(F) Variations in requirements.

~~(1) Reduction allowance. Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements. The 10% reduction allowance is based on the total required parking before any variances are applied.~~

(1) Shared bicycle parking. Any property owner required to have bicycle parking may elect to



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establish a shared bicycle parking facility with any other property owner within the same block to meet the combined requirements.

- (2) Rack configuration. Custom bicycle parking racks may be permitted subject to Planning Division approval. Custom racks shall meet the material and embedment specifications in this chapter. Custom racks in the form of signage or corporate logos shall not be permitted.

(G) *Procedure for compliance.*

- (1) For projects requiring bicycle parking, the bicycle parking shall be indicated on the site plan that is submitted to the Planning Division for approval. All site plans must be drawn to scale.
- (2) Shared bicycle parking agreements that meet the requirements of this ordinance shall be automatically approved.

(H) *Specifications.*

- (1) *Design.* Each rack shall be an inverted U-type rack designed with either extended legs for embedment in concrete footing, or with steel flange for bolting onto paved surface. The apex of the U shall be 2' 9" - 3' 0" above the ground. The legs of the U-shape shall be 1' 6" on center.
  - (a) *With embedment.* The rack legs shall extend 9" into a concrete footing. Before applying finish, the pipe shall be drilled 3 inches above the base and fitted with a 6 inch long, 7/16 inch diameter steel cross bar. This cross bar

shall be welded into place, lies horizontally and acts as an anchor.

- (b) *With flange mount.* A pre-drilled, steel flange, minimum 8 inch square, shall be welded to the bottom of each leg before final finish is applied. The flange shall have a minimum of three bolt holes. Each bolt hole shall accept a ½ inch diameter steel bolt.
- (2) *Materials.* Racks are to be constructed of 1½ inch, Schedule 40 steel pipe (1.90" x 0.145" wall). The pipe shall be bent in one piece (not welded in sections).
- (3) *Finishes.* Unless the pipe material is stainless steel, the pipe shall have PVC coating, powdercoat finish or hot-dipped galvanized finish applied after the flange has been welded in place (Surface Mount Method) or the anchoring cross bar has been fitted in a drilled hole (Embedment Method).
- (4) *Anchoring the rack.* Paving is not required, however, racks shall be securely anchored through one of the two following methods:
  - (a) *With embedment.* The rack shall be embedded in a minimum of 9 inch diameter, 10 inch deep concrete footing. (See: Illustration--Embedded Anchor Mount)
  - (b) *With flange mount.* Racks shall be anchored with 3 inch anchor bolts, ½ inch in diameter. Mounting flange shall be a minimum ¾ inch plate. (See: Illustration--Flanged Surface Mount).

# AGENDA REQUEST

C. 9  
Amend Chapter 34  
Page 1 of 6

FOR: COUNCIL MEETING OF DECEMBER 15, 2009

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FROM: KIT WILLIAMS, CITY ATTORNEY

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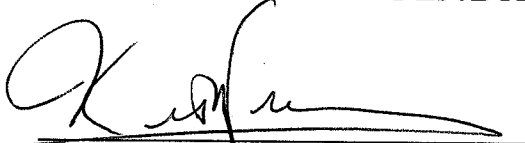
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

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An Ordinance To Amend §34.23 **Purchases And Contracts Not In Excess Of \$20,000.00** Of  
The Fayetteville Code To Enact Subsection (F) *Waiver Of The Requirement For Bids*

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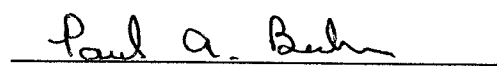
APPROVED FOR AGENDA:

  
\_\_\_\_\_  
City Attorney

11-13-09  
Date

  
\_\_\_\_\_  
Peggy Vice  
Purchasing Manager

11-13-09  
Date

  
\_\_\_\_\_  
Paul Becker  
Finance Director

11-13-2009  
Date



  
\_\_\_\_\_  
Don Marr  
Chief of Staff

11-16-09  
Date



  
\_\_\_\_\_  
Lioneld Jordan  
Mayor

11/18/09  
Date

TO: **Lioneld Jordan**, Mayor  
**Don Marr**, Chief of Staff  
**Peggy Vice**, Purchasing Manager

FROM: **Kit Williams**, City Attorney

DATE: **November 13, 2009**

RE: **City Council power to waive §34.23's normal bidding or quotation requirements**

Although there are exceptions from the normal bidding or quotation requirement for contracts under \$20,000.00 in §34.23 for government and developer cost-share agreements and sole source providers, I believe our Fayetteville Code should mirror the state statute to provide the City Council with the **express power** to waive competitive bids or quotes "in exceptional situations where this procedure is deemed not feasible or practical." A.C.A. §14-58-303 (b)(2)(B) Therefore I have prepared a new subsection (f) for §32.23 to give such express power to the City Council.

Attached is this newly proposed subsection and an Agenda Request form if you approve this suggested change. I suggest this not be placed upon the Agenda until December 15, 2009.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND §34.23 PURCHASES AND  
CONTRACTS NOT IN EXCESS OF \$20,000.00 OF THE  
FAYETTEVILLE CODE TO ENACT SUBSECTION (F)  
*WAIVER OF THE REQUIREMENT FOR BIDS***

**WHEREAS**, the City Council is empowered by the state bidding law {A.C.A. §14-58-303 (b)} to set forth the requirements for purchases and contracts that do not exceed \$20,000.00; and

**WHEREAS**, just as in the state bidding law, there should be a general provision in our Code to expressly allow the City Council to waive the normal requirement for competitive bidding or quotations for contracts under \$20,000.00 in exceptional situations in which bidding is not feasible or practical.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §34.23 of the Fayetteville Code to enact a new subsection (F) *Waiver of the Requirement for Bids* as follows:

“(F) *Waiver of the Requirement for Bids.*

“The City Council, by ordinance, may waive the requirements of this section for competitive bids or quotes in exceptional situations where this procedure is deemed not feasible or practical.”

**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

FAYETTEVILLE CODE OF ORDINANCES  
TITLE III ADMINISTRATION

expending, and auditing of all funds of the city.

- (B) The City Council shall also enact, by resolution, rules and regulations submitted by the mayor and the finance committee concerning budgeting, investment of funds, supplemental appropriation of unallocated funds and any other areas of fiscal control not specifically assigned to the Department of Finance.

(Code 1965, §2-53; Ord. No. 1382, 1-13-64; Code 1991, §34.07)

**34.08-34.19 Reserved**

**ARTICLE II  
PURCHASE AND SALE OF  
CITY PROPERTY; CONTRACT**

**34.20 Definitions**

For the purpose of this article the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Duly authorized representative:* Any city employee so designated by the mayor.

*Lowest responsible bidder:* The bidder, as determined by the mayor, or his duly authorized representative, after considering all the facts and circumstances in the best interests of the city.

(Code 1965, §2-64; Ord. No. 1215, 9-14-59; Ord. No. 1687, 7-21-69; Code 1991, §34.20)

**34.21 Compliance**

In order to purchase supplies, apparatus, equipment, materials, and other things requisite for public purposes in and for the city, and to make all necessary contracts for work or labor to be done, or materials or other necessary things to be furnished for the benefit of the city, or in carrying out any work or undertaking of a public nature therein, the procedure to be followed shall be as set forth in this article; provided, however, that the City Council may waive the requirements of competitive bidding in exceptional situations where such procedures are deemed not feasible nor practical.

(Code 1965, §2-65; Ord. No. 1215, 9-14-59; Ord. No. 1687, 7-21-69; Code 1991, §34.21)

**34.22 Purchasing And Contracting Agent**

The mayor, or his duly authorized representative, shall be the purchasing and contracting agent for the city. He/She shall purchase all supplies, apparatus, equipment, materials, and other things requisite for

public purposes in and for the city and may execute contracts to effect such purchases. The mayor shall also be the contracting agent for the city and shall enter into and execute all contracts for services, for the lease of land, the sale or exchange of personal property owned by the city, and for the construction of municipal improvements. All such purchases and contracts shall be subject to prior appropriations, in the budget approved by the City Council, or to other authorization of expenditures therefor, approved by the Council.

(Code 1965, §2-66; Ord. No. 1215, 9-14-59; Ord. No. 1687, 7-21-69; Ord. No. 3453, 9-5-89; Code 1991, §34.22)

**34.23 Purchases And Contracts Not In  
Excess Of \$20,000.00**

- (A) All such purchases not in excess of \$20,000.00 shall be made by the mayor, or his duly authorized representative, after the securing and recording of quotation bids therefor; provided quotation bids need not be secured for purchases under \$1,000.00.

- (B) Cost-share agreements with developers or governmental entities for the improvement of City infrastructure are expressly exempt from the requirements of this section. The City Council shall signify its approval of cost-share agreements by Resolution.

- (C) Contracts not in excess of \$20,000.00 shall be made and entered into by the mayor. The mayor shall have the authority to approve contract change orders up to the contingency amount; if any, as set forth in any approved contract even though such contingency amount may exceed \$20,000.00.

- (D) The hiring of engagement of professional services shall be conducted according to a professional hiring policy approved by the City Council.

- (E) *Sole Source Provider.* Multiple quotation bids shall not be required if the Purchasing Manager approves the Sole Source Justification form signed by the requesting Division Head for an item that is uniquely compatible with existing equipment or has unique and essential design or performance features.

(Code 1965, §2-67; Ord. No. 1215, 9-14-59; Ord. No. 1687, 7-21-69; Ord. No. 2259, 8-3-76; Ord. No. 3400, 1-3-89; Ord. No. 3453, 9-5-89; Ord. No. 3676, 2-17-93; Ord. No. 3719, 7-6-93; Code 1991, §34.23; Ord. No. 4722, 7-19-05; Ord. No. 4901, 7-18-06; Ord 4963, 12-19-06)

§ 14-58-103

LOCAL GOVERNMENT

LOCAL GOVERNMENT

- (3) An incorporated town; or  
(4) A city or town department, agency, board, or commission.
- (b)(1) Effective January 1, 2006, upon receipt of a written request signed by a full-time municipal employee who is represented by a union or professional association, the municipality shall withhold membership dues of the union or professional association from the salary of the employee.
- (2) The withholding request authorized by this section shall be on a form provided to the employee by the municipality.
- (c) After a withholding request is received by the municipality and after withholding of an employee's dues is started under subsection (b) of this section, the withholding shall be discontinued only upon receipt of a written notice of cancellation signed by the employee.
- (d) The municipality shall transmit all dues that are withheld under this section to the union or professional association representing the employee within five (5) days of the end of the pay period.
- Acts of 2005, Act 2133, § 1, eff. Aug. 12, 2005.*

Historical and Statutory Notes

Arkansas Code Revision Commission

Technical changes were made in 2005 to conform with the official Arkansas Code of 1987 as ap-

proved by the Arkansas Code Revision Commission.

SUBCHAPTER 2—BUDGETS IN MAYOR-COUNCIL MUNICIPALITIES

§ 14-58-201. Submission deadline

Cross References

Audit by independent accountant, see § 14-58-101.

SUBCHAPTER 3—CITIES OF FIRST CLASS GENERALLY

§ 14-58-303. Purchases and contracts generally

(a) In a city of the first class, city of the second class, or incorporated town, the mayor or the mayor's duly authorized representative shall have exclusive power and responsibility to make purchases of all supplies, apparatus, equipment, materials, and other things requisite for public purposes in and for the city and to make all necessary contracts for work or labor to be done or material or other necessary things to be furnished for the benefit of the city, or in carrying out any work or undertaking of a public nature in the city.

(b)(1)(A) The municipal governing body of any city of the first class shall provide by ordinance the procedure for making all purchases which do not exceed the sum of twenty thousand dollars (\$20,000).

(B) The municipal governing body of any city of the second class or incorporated town may provide by ordinance the procedure for making all purchases.

(2)(A)(i) In a city of the first class where the amount of expenditure for any purpose or contract exceeds the sum of twenty thousand dollars (\$20,000), the mayor or the mayor's authorized representative shall invite competitive bidding on the purpose or contract by legal advertisement in any local newspaper.

(ii) Bids received pursuant to the advertisement shall be opened and read on the date set for receiving the bids in the presence of the mayor or the mayor's authorized representative.

(iii) The mayor or the mayor's authorized representative shall have exclusive power to award the bid to the lowest responsible bidder, but may reject any and all bids received.

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## LOCAL GOVERNMENT

## LOCAL GOVERNMENT

§ 14-58-303

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## MUNICIPALITIES

## GENERALLY

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; but may reject any and all bids

(B) The governing body by ordinance may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical.

(c)(1) In a city of the first class, a city of the second class, or an incorporated town, the governing body by ordinance shall have the option to make purchases by participation in a reverse Internet auction, except that purchases and contracts for construction projects and materials shall be undertaken pursuant to §§ 14-58-303(a) and (b) and 22-9-203.

(2) The ordinance shall include, but is not limited to, the following procedures:

(A) Bidders shall be provided instructions and individually secured passwords for access to the reverse Internet auction by either the city or the town, or the reverse Internet auction vendor;

(B) The bidding process shall be timed, and the time shall be part of the reverse Internet auction specifications;

(C) The reverse Internet auction shall be held at a specific date and time;

(D) The reverse Internet auction and bidding process shall be interactive, with each bidder able to make multiple bids during the allotted time;

(E) Each bidder shall be continually signaled his or her relative position in the bidding process;

(F) Bidders shall remain anonymous and shall not have access to other bidders or bids; and

(G) The governing body shall have access to real-time data, including all bids and bid amounts.

(3) The governing body may create by an additional ordinance reverse Internet auction specifications for the anticipated purchase of a specific item or purchase.

(4)(A) The governing body is authorized to pay a reasonable fee to the reverse Internet auction vendor.

(B) The fee may be included as part of the bids received during the reverse Internet auction and paid by the winning bidder or paid separately by the governing body.

(5) The governing body retains the right to:

(A) Refuse all bids made during the reverse Internet auction; and

(B) Begin the reverse Internet auction process anew if the governing body determines it is in the best interest of the city or town.

(d) For purposes of this section:

(1) "Reverse Internet auction" means an Internet-based process in which bidders:

(A) Are given specifications for items and services being sought for purchase by a municipality; and

(B) Bid against one another in order to lower the price of the item or service to the lowest possible level; and

(2) "Reverse Internet auction vendor" means an Internet-based entity that hosts a reverse Internet auction.

*Acts of 1959, Act 28, § 5; Acts of 1979, Act 154, § 1; Acts of 1985, Act 745, § 3; Acts of 1995, Act 812, § 1; Acts of 2001, Act 508, § 1, eff. Aug. 13, 2001; Acts of 2005, Act 1435, § 2, eff. Aug. 12, 2005; Acts of 2005, Act 1957, § 1, eff. Aug. 12, 2005.*

*Formerly A.S.A. 1947, § 19-4425.*

## Historical and Statutory Notes

Arkansas Code Revision Commission

Technical changes were made in 2005 to conform with the official Arkansas Code of 1987 as ap-

proved by the Arkansas Code Revision Commis-  
sion.

## Cross References

Enforcement of lien for clearance by municipali-  
ty, see § 14-54-904.

## City of Fayetteville Staff Review Form

C. 10  
Amend Chapter 50  
Page 1 of 4City Council Agenda Items  
and  
Contracts, Leases or Agreements

12/15/2009

City Council Meeting Date  
Agenda Items OnlyDavid Jurgens  
Submitted BySolid Waste  
DivisionUtilities  
Department

## Action Required:

Approval of an Ordinance Updating and Revising Section 50.40 (D) of the Solid Waste Ordinance Relating to Commercial Recycling Rates

\$ -  
Cost of this request\$ -  
Category / Project Budget

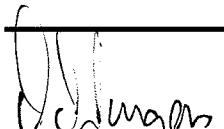
Program Category / Project Name

5500.0950.4430.21  
Account Number\$ -  
Funds Used to Date

Solid Waste Fund Revenue

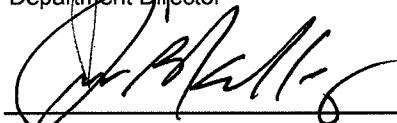
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Remaining BalanceSolid Waste  
Fund NameBudgeted Item ☐Budget Adjustment Attached ☐  
Department Director12 Dec 09  
Date

Previous Ordinance or Resolution # 5278

Original Date: 10/6/2009

  
City Attorney12-2-09  
Date

Original Contract Number: N/A

  
Finance and Internal Services Director12-2-2009  
DateReceived in City  
Clerk's Office

King

Chief of Staff

Date

  
Mayor12/2/09  
DateReceived in  
Mayor's Office

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: December 1, 2009

Subject: Approval of an Ordinance Updating and Revising Section 50.40 (D) of the Solid Waste Ordinance Relating to Commercial Recycling Rates

## **RECOMMENDATION**

City Administration recommends approval of an ordinance correcting the solid waste rate ordinance, specifically changing Section 50.40 (D) of the Fayetteville Code of Ordinances.

## **BACKGROUND**

Prior to the October 6, 2009 ordinance revision, no rate was set for small commercial recycling. This program had been in a trial basis since approximately 2000, with no charge to the 109 customers in the program. As of November 1, 2009, there were 1,135 commercial accounts using 95 gallon carts or 2 yard containers, which make up the majority of the businesses who are likely to be able to participate in this program. There were 83 businesses on the waiting list to add the recycling service. In order for the program to be increased so that more businesses could participate, a rate was formally established. All recycling costs had been included within the residential rates, so residential customers were paying the costs of this commercial recycling program. Before the program could be offered to additional customers, this cross-customer subsidy needed to be corrected. The 2009 R. W. Beck Recycling Study identified the cost to be \$5.88 per month, similar to residential recycling. Commercial customers who choose to participate in this program have reduced trash volume, creating a potential savings in their trash rate if they use a smaller trash container or have a reduced collection-up frequency.

## **DISCUSSION**

This ordinance changes the rate for commercial recycling from \$5.88 per bin, as established in October, 2009, to \$5.88 per commercial customer for up to five bins. Table 50.40 (D) is replaced as shown below. This change is proposed based on input received from Council members, the public, and City staff. Commercial solid waste rates have not changed since 2000. Staff intends to perform a rate study in 2010 to evaluate all solid waste rates.

*Recycling User Fee Schedule*

| Size                                 | Once Per Week |
|--------------------------------------|---------------|
| 4 yd cardboard                       | \$32.76       |
| 6 yd cardboard                       | \$49.14       |
| 8 yd cardboard                       | \$65.52       |
| 4 yd paper                           | \$32.76       |
| 18 gal recycle bin (up to five bins) | \$5.88        |

## **BUDGET IMPACT**

As this rate change was not included within the budget, this rate ordinance will create a slight revenue increase over budgeted revenues due to the extension of the existing residential recycling rate to small commercial customers.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING A PORTION OF CHAPTER 50:  
GARBAGE AND TRASH OF THE FAYETTEVILLE CODE OF  
ORDINANCES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Section 50.40, subsection (D), of the Fayetteville Code of Ordinances so that, after amendment, the subsection shall read as follows:

“(D) *Commercial Recycling.* Limited commercial recycling is offered per the table below.

| Size                                    | Once Per Week |
|-----------------------------------------|---------------|
| 4 yd cardboard                          | \$32.76       |
| 6 yd cardboard                          | \$49.14       |
| 8 yd cardboard                          | \$65.52       |
| 4 yd paper                              | \$32.76       |
| 18 gal recycle bin<br>(up to five bins) | \$5.88        |

**PASSED** and **APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



Agenda Session 12/8/09

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

Ward 1 Position 1 – Adella Gray  
Ward 1 Position 2 – Brenda Thiel  
Ward 2 Position 1 – Kyle B. Cook  
Ward 2 Position 2 – Matthew Petty  
Ward 3 Position 1 – Robert K. Rhoads  
Ward 3 Position 2 – Robert Ferrell  
Ward 4 Position 1 – Shirley Lucas  
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda  
City of Fayetteville, Arkansas  
City Council Meeting  
December 15, 2009**

A meeting of the Fayetteville City Council will be held on December 15, 2009 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**

**Agenda Session Presentations:**

- ✓ 1. **Courts Building Progress Update** – Lynn Hyke, Utilities Construction & Contract Manager

**Mayor's Announcements, Proclamations and Recognitions:**

**Presentations, Reports and Discussion Items:**

**A. Consent:**

- ✓ 1. Approval of the December 1, 2009 City Council meeting minutes.
- ✓ 2. **ProfitStars:** A resolution awarding RFP # 09-16 and approving a contract with Jack Henry & Associates, Inc. D/B/A ProfitStars in an amount up to \$33,240.00 for an electronic check processing system; and amending the 2009 city budget by approving a budget adjustment of \$18,240.00.

3. **EMC Corporation:** A resolution approving a contract with EMC Corporation for the purchase, through the current State Procurement Contract, of an EMC Clariion CX4 redundant network storage system with a three year hardware and software maintenance agreement, in the amount of \$196,280.00.
4. **Fayetteville Police Department Donations:** A resolution amending the 2009 city budget to recognize donations to the Fayetteville Police Department in the amount of \$1,980.00.
5. **U.S. Marshals Service Reimbursement:** A resolution amending the 2009 city budget to accept reimbursement of equipment and vehicle fuel expenses from the U.S. Marshals Service in the amount of \$22,000.00.
6. **State Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize state forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$5,199.00 for use by the Fayetteville Police Department.
7. **Federal Forfeitures:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize federal forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$4,094.00 for use by the Fayetteville Police Department.
8. **IRS/Treasury Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize U.S. Department of the Treasury/Internal Revenue Service forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$36,536.00 for use by the Fayetteville Police Department.
9. **Environmental Consulting Operations, Inc.:** A resolution approving Amendment No. 4 to the engineering contract with Environmental Consulting Operations, Inc. in the amount of \$175,200.00 for Wastewater System Improvements Project and wetlands mitigation site stormwater, wetlands and environmental issues, as required by the U.S. Army Corps of Engineers and the Arkansas Department of Environmental Quality.
10. **Bid # 09-52 United Engines, LLC:** A resolution awarding Bid # 09-52 and approving the purchase of seven backup power generators from United Engines, LLC in the amount of \$113,954.00 for use at Wastewater Lift Stations; and amending the 2009 city budget by approving a budget adjustment of \$113,954.00.
11. **Bid # 09-65 Seven Valley's Concrete, LLC:** A resolution awarding Bid # 09-65 and approving a contract with Seven Valley's Concrete, LLC in the amount of \$583,897.00 for the construction of the Broyles Avenue sewer lift station; and approving a project contingency in the amount of \$30,000.00.
12. **Bid # 09-68 Jack Tyler Engineering of Arkansas Inc.:** A resolution awarding Bid # 09-68 and approving the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas, Inc. in the amount of \$175,000.00 for use as part of wastewater treatment.
13. **Bid # 09-70 ISCO Teledyne:** A resolution awarding Bid # 09-70 and approving the purchase of seventeen sewer flow monitors from ISCO Teledyne in the amount of \$138,124.78 for use in the city sewer system.

- ✓ **14. Bid # 09-71 HACH Company:** A resolution awarding Bid # 09-71 and approving the purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company in the amount of \$36,947.84 for use at the Noland Wastewater Treatment Plant.
- ✓ **15. Fiber Optic Data Communication Line:** A resolution approving budget adjustments to fund installation of a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to Water and Sewer Operations on Industrial Drive.
- ✓ **16. Lake Fayetteville Boat Dock Operator Contract:** A resolution approving a Lake Fayetteville Boat Dock operator contract with Dollie Black in the amount of \$36,771.00.
- ✓ **17. Arkansas Forestry Commission Grant:** A resolution authorizing the Mayor to accept an Urban Forestry Ice Storm Damage Assessment and Restoration Grant in the amount of \$81,915.00 from the Arkansas Forestry Commission; and approving a budget adjustment recognizing the grant revenue.

**Agenda Additions:**

**B. Unfinished Business: None**

**C. New Business:**

- ✓ **1. CH2M Hill Engineers, Inc.:** A resolution to approve an agreement for operations, maintenance and management services of the City's wastewater plants and pump stations with CH2M Hill Engineers Inc. in the amount of \$6,858,886.00 plus a contingency of \$75,000.00 for services in 2010.
- ✓ **2. Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2010.
- ✓ **3. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2010.
- ✓ **4. Wayest:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.



- ✓ 5. **R-PZD 09-3439 (Oakbrooke Phase III):** An ordinance establishing a residential planned zoning district titled R-PZD 09-3439, Oakbrooke Phase III, located within Oakbrooke Phase I and Oakbrooke Phase II; containing approximately 29 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan.
- ✓ 16. **Amend Chapter 33:** An ordinance to amend Section 33.108 of the Fayetteville Code to provide that Planning Commissioners serve without compensation.
- ✓ 7. **ADM 09-3449 (Title XV Development Review):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville to provide more clarity, consistency and predictability in the development review codes and to establish the framework for administrative approval for certain project types.
- ✓ 8. **ADM 09-3463 (Amend Chapter 172):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapters 161: Zoning Regulations and 172: Parking and Loading in order to update and modify existing requirements and regulations that address the parking needs of all forms of transportation, provide additional parking ratios, and to eliminate unnecessary regulation.
- ✓ 9. **Amend Chapter 34:** An ordinance to amend §34.23 Purchases and Contracts Not In Excess of \$20,000.00 of the Fayetteville Code to enact subsection (F) Waiver of the Requirement for Bids.
- ✓ 10. **Amend Chapter 50:** An ordinance amending a portion of Chapter 50: Garbage and Trash of the Fayetteville Code of Ordinances.

#### Announcements:

1. City Council Tour: December 14, 2009

#### Adjournment:

Add;  
Consent Stephens, Inc. Contract.  
 NB # 11. Suspend City Clerk/Treasurer Pay Adjustment  
 (LAST) for 2010.

## ***NOTICE TO MEMBERS OF THE AUDIENCE***

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

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

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

***A copy of the City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.***



Pre Agenda Meeting  
12/2/09

Aldermen

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray  
Ward 1 Position 2 – Brenda Thiel  
Ward 2 Position 1 – Kyle B. Cook  
Ward 2 Position 2 – Matthew Petty  
Ward 3 Position 1 – Robert K. Rhoads  
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**Agenda Session Presentations:**

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**Mayor's Announcements, Proclamations and Recognitions:**

**Presentations, Reports and Discussion Items:**

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1. Approval of the December 1, 2009 City Council meeting minutes.
- ✓ 2. **ProfitStars:** A resolution awarding RFP # 09-16 and approving a contract with Jack Henry & Associates, Inc. D/B/A ProfitStars in an amount up to \$33,240.00 for an electronic check processing system; and amending the 2009 city budget by approving a budget adjustment of \$18,240.00.

- ✓ 3. **EMC Corporation:** A resolution approving a contract with EMC Corporation for the purchase, through the current State Procurement Contract, of an EMC Clariion CX4 redundant network storage system with a three year hardware and software maintenance agreement, in the amount of \$196,280.00.
- ✓ 4. **Fayetteville Police Department Donations:** A resolution amending the 2009 city budget to recognize donations to the Fayetteville Police Department in the amount of \$1,980.00.
- ✓ 5. **U.S. Marshals Service Reimbursement:** A resolution amending the 2009 city budget to accept reimbursement of equipment and vehicle fuel expenses from the U.S. Marshals Service in the amount of \$22,000.00.
- ✓ 6. **State Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize state forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$5,199.00 for use by the Fayetteville Police Department.
- ✓ 7. **Federal Forfeitures:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize federal forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$4,094.00 for use by the Fayetteville Police Department.
- ✓ 8. **IRS/Treasury Forfeiture:** A resolution amending the 2009 city budget by approving a budget adjustment to recognize U.S. Department of the Treasury/Internal Revenue Service forfeiture revenue for the third and fourth quarters of 2009 in the amount of \$36,536.00 for use by the Fayetteville Police Department.
- ✓ 9. **Environmental Consulting Operations, Inc.:** A resolution approving Amendment No. 4 to the engineering contract with Environmental Consulting Operations, Inc. in the amount of \$175,200.00 for Wastewater System Improvements Project and wetlands mitigation site stormwater, wetlands and environmental issues, as required by the U.S. Army Corps of Engineers and the Arkansas Department of Environmental Quality.
- ✓ 10. **Bid # 09-52 United Engines, LLC:** A resolution awarding Bid # 09-52 and approving the purchase of seven backup power generators from United Engines, LLC in the amount of \$113,954.00 for use at Wastewater Lift Stations; and amending the 2009 city budget by approving a budget adjustment of \$113,954.00.
- ✓ 11. **Bid # 09-65 Seven Valley's Concrete, LLC:** A resolution awarding Bid # 09-65 and approving a contract with Seven Valley's Concrete, LLC in the amount of \$583,897.00 for the construction of the Broyles Avenue sewer lift station; and approving a project contingency in the amount of \$30,000.00.
- ✓ 12. **Bid # 09-68 Jack Tyler Engineering of Arkansas Inc.:** A resolution awarding Bid # 09-68 and approving the purchase of a fine band screen with associated controls and accessories from Jack Tyler Engineering of Arkansas, Inc. in the amount of \$175,000.00 for use as part of wastewater treatment.
- ✓ 13. **Bid # 09-70 ISCO Teledyne:** A resolution awarding Bid # 09-70 and approving the purchase of seventeen sewer flow monitors from ISCO Teledyne in the amount of \$138,124.78 for use in the city sewer system.

- ✓ 14. **Bid # 09-71 HACH Company:** A resolution awarding Bid # 09-71 and approving the purchase of phosphate and ammonia continuous analyzers and other necessary components from HACH Company in the amount of \$36,947.84 for use at the Noland Wastewater Treatment Plant.
- ✓ 15. **Fiber Optic Data Communication Line:** A resolution approving budget adjustments to fund installation of a fiber optic data communication line from City Hall to city facilities on South Happy Hollow Road and on to Water and Sewer Operations on Industrial Drive.
- ✓ 16. **Lake Fayetteville Boat Dock Operator Contract:** A resolution approving a Lake Fayetteville Boat Dock operator contract with Dollie Black in the amount of \$36,771.00.
- ✓ 17. **Arkansas Forestry Commission Grant:** A resolution authorizing the Mayor to accept an Urban Forestry Ice Storm Damage Assessment and Restoration Grant in the amount of \$81,915.00 from the Arkansas Forestry Commission; and approving a budget adjustment recognizing the grant revenue.

**Agenda Additions:**

**B. Unfinished Business: None**

**C. New Business:**

- ✓ 1. **CH2M Hill Engineers, Inc.:** A resolution to approve an agreement for operations, maintenance and management services of the City's wastewater plants and pump stations with CH2M Hill Engineers Inc. in the amount of \$6,858,886.00 plus a contingency of \$75,000.00 for services in 2010.
- ✓ 2. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2010.
- ✓ 3. **Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2010.
- ✓ 4. **Wayest:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.

- ✓ 5. **R-PZD 09-3439 (Oakbrooke Phase III):** An ordinance establishing a residential planned zoning district titled R-PZD 09-3439, Oakbrooke Phase III, located within Oakbrooke Phase I and Oakbrooke Phase II; containing approximately 29 acres; amending the official zoning map of the City of Fayetteville; and adopting the associated master development plan.
- ✓ 6. **Amend Chapter 33:** An ordinance to amend Section 33.108 of the Fayetteville Code to provide that Planning Commissioners serve without compensation.
- ✓ 7. **ADM 09-3449 (Title XV Development Review):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville to provide more clarity, consistency and predictability in the development review codes and to establish the framework for administrative approval for certain project types.
- ✓ 8. **ADM 09-3463 (Amend Chapter 172):** An ordinance amending Title XV: Unified Development Code of the City of Fayetteville, to amend Chapters 161: Zoning Regulations and 172: Parking and Loading in order to update and modify existing requirements and regulations that address the parking needs of all forms of transportation, provide additional parking ratios, and to eliminate unnecessary regulation.
- ✓ 9. **Amend Chapter 34:** An ordinance to amend §34.23 Purchases and Contracts Not In Excess of \$20,000.00 of the Fayetteville Code to enact subsection (F) Waiver of the Requirement for Bids.
- ✓ 10. **Amend Chapter 50:** An ordinance amending a portion of Chapter 50: Garbage and Trash of the Fayetteville Code of Ordinances.

#### **Announcements:**

1. **City Council Tour: December 14, 2009**

#### **Adjournment:**

#### ***NOTICE TO MEMBERS OF THE AUDIENCE***

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

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

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

*A copy of the City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.*





Council Meeting 12-15-09

**Nominating Committee Report**  
**Meeting: Wednesday, December 9, 2009**  
**Audit Room, City Hall 4:00 p.m.**

**Members Present – Kyle Cook, Bobby Ferrell, Adella Gray, and Shirley Lucas**

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The Committee recommends the following candidates for appointment:

**Airport Board**

- *Vaughn DeCoster* – One pilot term ending 12/31/14.

**Animal Services Advisory Board**

- *Liz Forsbach* – One unexpired Washington Cty. Rep. term ending 6/30/12
- *Alan Thomas Long* – One unexpired citizen at large term ending 6/30/11
- *Elizabeth Matthew* – One unexpired citizen at large term ending 6/30/10.

**Construction Board of Adjustments and Appeals**

- *Richard Watkins* – One unexpired term ending 03/31/14.

**Environmental Action Committee**

- *Phil Penny* – One local industry term ending 12/31/12
- *Louise Mann* – One citizen at large term ending 12/31/12

We also request to add the following members pending the ordinance change.

*Terri Lane* – One citizen at large term ending 12/31/12

*Susan Drouilhet* – One citizen at large term ending 12/31/11.

**Parks and Recreation Advisory Board**

- *Jennifer Hazelrigs* – One term ending 12/31/11
- *Michael Lindsey* – One term ending 12/31/12
- *Bill Waite* – One term ending 12/31/12
- *Phillip Watson* – One term ending 12/31/12.

**Sidewalks and Trails Task Force**

- *Susan Jenkins* – One term ending 12/31/11
- *Paul Leblanc* – One term ending 12/31/11
- *Quin Thompson* – One term ending 12/31/11
- *Morgan Dooley* – One term ending 12/31/11
- *Edward Hejzmanek* – One term ending 12/31/11.

**Tree and Landscape Advisory Committee**

- *Betty Martin* – One university representative term ending 12/31/11
- *James Gibson* – One business term ending 12/31/11.